

# CITY OF OAK RIDGE



RECEIVED

2008 JUL 10 PM 3:40

LEGAL DEPARTMENT

Telephone: 865/425-3530

Telecopy: 865/425-3420

TRA DOCKET ROOM  
POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

July 8, 2008

Ms. Lisa Cooper  
TRA Programs Manager  
ATTN: Docket Room (08-00115)  
460 James Robertson Parkway  
Nashville, Tennessee 37243

Dear Ms. Cooper:

RE: Notice of TRA Receipt of Application for Certificate of Franchise Authority and Official Request for Information

In response to your correspondence dated July 3, 2008 regarding PEG access channels, I am enclosing a copy of our City's Franchise Agreement with Comcast. The information you requested is contained at Section 17, Subsection 2 on page 10 under Service Requirements. It reads as follows:

**"Reserve at least two (2) channels, without charge, for the exclusive use of the City. With prior approval of the City, such channels may be used for educational or other purposes, including public access. In the event both channels are substantially utilized and the City determines that an additional channel is required for public, educational or government purposes, the Company shall make such additional channel available."**

As you can see, the City of Oak Ridge is entitled to three (3) PEG channels under our Franchise Agreement. We currently have only one (1) active channel and it is designated for use by our City schools.

Based on information provided to me by Janice McGinnis, Finance Director for the City of Oak Ridge, the City does not receive any PEG support payments from Comcast.

I hope this answers your request. If you need any further information, please contact me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Kenneth R. Krushenski".  
Kenneth R. Krushenski  
City Attorney

Enclosure

cc: James R. O'Connor, City Manager  
Steven W. Jenkins, Deputy City Manager  
Janice E. McGinnis, Finance Director  
Jacquelyn J. Bernard, City Clerk

7/7/08- Copies to City Manager  
and City Attorney

**TENNESSEE REGULATORY AUTHORITY**



July 3, 2008

RECEIVED

2008 JUL -7 AM 8:37

OFFICE OF THE CITY CLERK  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

City of Oak Ridge  
ATTN: Mayor Thomas Beehan  
P.O. Box 1  
Oak Ridge, Tennessee 37831

RE: **NOTICE of TRA Receipt of Application for Certificate of Franchise Authority and  
OFFICIAL REQUEST for Information**

Dear Mayor Beehan:

On July 1, 2008, Public Chapter 932,<sup>1</sup> also known as the Competitive Cable and Video Services Act (the "CCVSA"), which was enacted by the 105<sup>th</sup> Tennessee General Assembly became effective. Pursuant thereto, on July 1, 2008, the Tennessee Regulatory Authority ("TRA" or "Department") received an application for a state-issued certificate of franchise authority to provide cable or video service in your municipality or unincorporated area from BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T").

In addition to conferring certain benefits, the CCVSA imposes specific obligations upon applicants, municipalities and counties, and the TRA. First, pursuant to § 6(a) and § 18(1) of the CCVSA, the applicant/service provider is required to provide a notice, contemporaneously with the filing of its application for a state-issued certificate of franchise authority with the TRA, to the local governments encompassed within its intended service area. Therefore, as an initial matter, you should have already received a notice from AT&T advising that it has filed such an application with the TRA.

Next, in order for the affected local governments to receive or continue receiving certain benefits related to public, educational, and governmental ("PEG") access channels, § 10(a) of the CCVSA states,

A county or municipality shall, within ten (10) days following receipt of an application for a state-issued certificate of franchise authority from a cable or video service provider seeking approval to provide cable or video service to the county or municipality, provide notice to the [TRA] regarding the number of [PEG] access channels. . . that have been activated and are authorized to be activated and the amount of any fee or other payment for PEG support required under the terms of the franchise agreement with the incumbent cable service provider with the most subscribers in the municipality or county on January 1, 2008, whether or not such agreement had expired. . .<sup>2</sup>

Further, § 15(b)(1) of the CCVSA requires the TRA upon receipt of an application for a state-issued certificate of franchise authority to notify all municipalities or counties identified as part of the applicant's service area to obtain certain information related to PEG access channels. The TRA is required to "compile and keep current the information it receives from municipalities, counties, or local

<sup>1</sup> 2008 Tenn. Pub. Acts 932.

<sup>2</sup> CCVSA § 10(a).

**RESOLUTION**

WHEREAS, by Ordinance No. 12-99, City Council granted a non-exclusive franchise to Alexcom Limited Partnership (d/b/a Tennessee Cablevision, Inc.) to operate, maintain and carry on a cable communications system in the city; and

WHEREAS, on April 1, 2000, Comcast Cable Communications, Inc. acquired Tennessee Cablevision, Inc.; and

WHEREAS, pursuant to Section 26 of Ordinance No. 12-99, Comcast Cable Communications, Inc., hereby requests the assignment of the franchise, which approval City Council may not unreasonably withhold; and

WHEREAS, Comcast Cable Communications, Inc. has agreed to comply with all terms and conditions set forth in the franchise; and

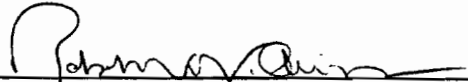
WHEREAS, the City Manager recommends approval of the assignment.


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF OAK RIDGE, TENNESSEE:

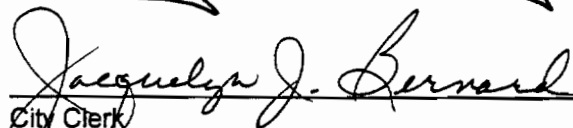
That the recommendation of the City Manager is approved and the franchise granted by Ordinance No. 12-99 for a non-exclusive franchise to Alexcom Limited Partnership to operate, maintain and carry on a cable communications system in the city is hereby assigned to Comcast Cable Communications, Inc.; said franchise expiring on August 3, 2014, with one five (5) year option to renew.

This the 22nd day of May 2000.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

TITLE

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO ALEXCOM LIMITED PARTNERSHIP, TO OPERATE, MAINTAIN AND CARRY ON A CABLE COMMUNICATIONS SYSTEM IN THE CITY; SETTING FORTH CONDITIONS UNDER WHICH THIS FRANCHISE IS GRANTED; PROVIDING FOR REGULATIONS AND USE OF THE CABLE COMMUNICATIONS SYSTEM AND TERMINATION OF THE FRANCHISE FOR VIOLATIONS OF THE PROVISIONS OF THIS ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCILMEN OF THE CITY OF OAK RIDGE, TENNESSEE:

Section 1. Definitions.

- (a) "Basic Cable Service" means the basic tier program package as defined by 47 U.S.C. § 543(b)(7), as may be amended. This service shall be required as a prerequisite for other service tiers or per channel or per program offerings.
- (b) "Cable Television System" means a system of antennas, cables, wires, lines, towers, or other conductors, converters, equipment or facilities, designed and construed for the purpose of producing, receiving, transmitting, amplifying and distributing, audio, video and other forms of electronic or electrical signals.
- (c) "City" means the City of Oak Ridge, Tennessee.
- (d) "City Clerk" means the City Clerk for the City of Oak Ridge, Tennessee.
- (e) "City Council" means the City Council of the City of Oak Ridge, Tennessee.
- (f) "City Limits" means all areas lying within the corporate limits of the City of Oak Ridge, Tennessee, as from time to time may change by annexation or other legal methods.
- (g) "City Manager" means the City Manager for the City of Oak Ridge, Tennessee or his designee.
- (h) "Company" means Alexcom Limited Partnership.
- (i) "Dark Fiber" means unused fiber through which no light is transmitted, or installed fiber optic cable not carrying a signal.
- (j) "FCC" means the Federal Communications Commission and its successors.
- (k) "Franchise" means this franchise ordinance.
- (l) "Gross Revenues" means any and all compensation, in whatever form, received directly or indirectly by the Company from or in connection with the operation of a Cable Television System within the City Limits pursuant to the Franchise, which shall include, but not be limited to, charges for cable service, installation charges, remote control and

converter box charges, charges for additional outlets, collection or late payment charges, and advertising revenues. "Gross Revenues" does not include reasonable bad debt allowances or any taxes or user fees imposed on the Company's customers by any governmental or quasi-governmental entity which are collected by the Company for said entity's use or benefit.

- (m) "Person" means any person, firm, partnership, association, corporation, company or organization of any kind.

## Section 2. Grant of Authority.

There is hereby granted by the City to the Company the non-exclusive right and privilege to engage in the business of operating a Cable Television System within the City Limits. Accordingly, there is hereby granted to the Company the right and privilege to erect, install, construct, operate, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along all streets, alleys, easements, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the City Limits, such poles, wires, cable, conductors, ducts, conduit vaults, manholes, amplifiers, appliances, attachments and other conductors and fixtures as may be necessary and appurtenant for the maintenance and operation of a Cable Television System within the City Limits.

## Section 3. Non-Exclusive Franchise.

The grant to the Company of the Franchise is non-exclusive and the City may grant a similar use to any Person at any time during the period of the Franchise.

## Section 4. Franchise Term.

The Franchise and the rights granted hereunder shall take effect thirty (30) days after its adoption on second reading, subject to acceptance by the Company, and shall continue in full force and effect for a period of fifteen (15) years from the effective date of the Franchise. The Company shall have the option to renew the Franchise for one additional five (5) year term provided the Company gives written notice to the City at least fourteen (14) months before the expiration of the initial fifteen (15) year term.

## Section 5. Franchise Fee.

- (a) Amount. The Company shall pay to the City for the privilege of operating a Cable Television System under the Franchise five percent (5%) of the Company's Gross Revenue. If the maximum franchise fee allowable by prevailing legislation is increased at any time throughout the life of the Franchise, the franchise fee required to be paid by the Company under the Franchise shall automatically increase to that amount or percentage allowed by applicable laws or regulations. Said increase shall go into effect the quarter immediately following the effective date of the legislative increase.
- (b) Quarterly Payment. Said payments shall be made quarterly on or before the first day of January, April, July and October of each year. In the event the Franchise is terminated or assigned or the Company otherwise ceases to own and operate the Cable Television System before the expiration of the term of the Franchise, the Company shall immediately submit to the City a financial statement showing the Gross Revenue received since the end of the quarter immediately preceding the quarter in which such

statement is submitted. The Company shall pay to the City, no later than thirty (30) days following the date of any such termination, assignment, transfer, sale or cessation of ownership and operation, all franchise fee payments owing on the Gross Revenue received by the Company since the end of the immediately preceding quarter.

- (c) Documentation of Fee Calculation. Each quarterly payment shall be accompanied by a written report to the City in a form reasonably satisfactory to the City Manager containing an accurate statement in summary form, as well as in such detail as the City may require, demonstrating the Company's calculation of Gross Revenue and computation of the franchise fee payment amount. Such reports shall be certified by an officer of the Company as to accuracy and completeness.
- (d) Fee Amount Subject to Audit. No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional amounts payable. The accuracy of all amounts paid is subject to audit and re-computation by the City, provided that such audit and re-computation is completed within five (5) years of the date payment was due. If the City requests in writing that the Company provide or cause to be provided any information reasonably within the scope of such audit, and the Company fails within thirty (30) days of receipt of such request to provide or cause to be provided such information, then the five (5) year period shall be extended by one day for each day or fraction thereof beyond thirty (30) days that the Company fails to provide or cause to be provided such requested information.
- (e) Underpayment of Fee. If the Company underpays the franchise fee amount due under the terms of the Franchise for any quarter, the amount of the underpayment shall become immediately due and payable and, in the event that the payment made was less than ninety-five percent (95%) of the amount actually due, the Company shall also pay interest on the amount of the underpayment compounded at the rate of one percent (1%) per month or the maximum amount allowed by Tennessee law, whichever is lower, calculated from the date of which such underpayment was originally due and payable under the provisions of the Franchise, to the date on which full payment is received.
- (f) Suspension of Fee by Law. In the event that the obligation of the Company to pay franchise fees is lawfully suspended, terminated, pre-empted, eliminated, limited, modified or otherwise circumscribed in whole or in part, then the Company shall pay to the City for the Company's use of the public rights-of-way an amount equivalent to the compensation paid to the City by other similarly-situated users of such public rights-of-way, and such other compensation as the City may then legally require of all users of said public rights-of-way.
- (g) Other Charges. Payment of the franchise fee under the Franchise shall not exempt the Company from the payment of any other license fee, tax, pole or other facility rentals or other charge on the business, occupation, property or income of the Company that lawfully may be imposed by the City, the State of Tennessee, or any political subdivision thereof, or the federal government.

#### Section 6. Pole Rental.

The Company shall make rental payments to the City for attachments made by the Company to City-owned poles under the Franchise. Said rental shall be in an amount per pole equal to the amount per pole paid by the local telephone company for a like use of City poles. Said rental shall be payable semiannually in advance on the first day of January and the first day of July of each year during which the Franchise remains in effect. Semiannual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and December, respectively.

#### Section 7. Indemnification

- (a) Hold Harmless. The Company shall at all times protect and hold harmless the City, its officers, agents and employees from and against all claims, actions, suits, causes of action, liability, loss, expense or damages of any and every kind, nature or description (herein referred to as "claims") including, without limitation, reasonable and necessary out of pocket investigation costs, reasonable court costs and reasonable and necessary out of pocket attorneys fees, which may accrue to or be suffered or claimed by the City arising directly or indirectly from any alleged acts of omissions of the Company, its officers, employees, agents or subcontractors arising out of or resulting from the performance of the Franchise or from any claims arising out of the failure of the Company to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities.
- (b) City Notification. The City shall give notice within thirty (30) days after the presentation of any claim to the City, either by suit or otherwise, under which the City expects to claim a right of indemnity.

#### Section 8. Insurance.

- (a) Type and Amount. The Company shall obtain insurance of the types and in at least the amounts described below covering injury to or death of a Person and injury to or destruction of property as a result of any accident arising out of the operation of a Cable Television System by the Company.
  - 1. General Liability Insurance. The Company shall maintain general liability insurance with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Franchise or be no less than two times the occurrence limit. Such insurance shall:
    - a. Include the City, its officials, officers and employees as additional insureds with respect to the operation of a Cable Television System by the Company. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
    - b. Be primary with respect to any insurance program covering the City, its officials, officers and employees.
  - 2. Workers' Compensation Insurance Coverage. The Company shall maintain workers' compensation insurance with statutory limits set by the State of

Tennessee and employers' liability insurance with a limit of not less than \$500,000 per accident.

3. **Business Automobile Liability Insurance.** The Company shall maintain business automobile liability insurance with a limit of not less than \$1,000,000 per accident. Such insurance shall include coverage for owned and leased automobiles.
4. **Contractual Insurance.** The Company shall maintain contractual insurance with a limit of not less than \$25,000, which coverage is required to guarantee payments of any sums which may become due to the City for rentals or for work performed for the benefit of the Company under the Franchise including the removal of attachments as hereunder provided for.

(b) Documentation. The Company shall:

1. Prior to commencement of the Franchise, furnish the City with properly executed certificates of insurance which shall clearly evidence all insurance requirements of this section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days' prior written notice to the City.
2. Replace certificates for any such insurance expiring prior to the expiration of the Franchise.
3. Maintain such insurance from the time the Franchise commences and until its expiration.
4. Place such insurance with insurers licensed to do business in the State of Tennessee and having A. M. Best Company ratings of no less than A.

- (c) Review by City. The amounts of insurance coverage provided for in this section are subject to review by the City. Upon a finding by the City that because of a change in circumstances, including inflation, the amounts are not adequate, the City shall notify the Company and the Company shall provide the City with evidence that the adjusted coverage has been acquired. This evidence shall be submitted to the City within thirty (30) days of notification that an adjustment is required.

Section 9. Surety Bond.

- (a) Bond. The Company shall maintain and by its acceptance of the Franchise specifically agrees that it will maintain throughout the Franchise a performance bond or irrevocable letter of credit running to the City, with a good and sufficient surety approved by the City in the sum of one hundred thousand dollars (\$100,000) conditioned that the Company shall well and truly observe, fulfill and perform the terms and conditions of the Franchise and that in case of a material breach, the City shall be entitled to recover from the principal and sureties thereof the amount of damages, including reasonable and necessary out of pocket costs and reasonable and necessary out of pocket attorneys fees incurred by the City, proximately resulting from the failure of the Company to observe and perform the provisions of the Franchise.



- (b) Termination, Notice Required. The bond or letter of credit shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' prior written notice to the City and the Company.
- (c) Form. The bond or letter of credit shall be in a form reasonably satisfactory to the City Manager and a duplicate copy of it, along with written evidence of payment of the required premium, shall be filed with the City Clerk.

#### Section 10. Compliance with Applicable Laws

- (a) Local Level. The Company shall, at all times during the life of the Franchise, be subject to the lawful exercise of the police power by the City, and to such reasonable regulations, not inconsistent herewith, as the City has or shall hereafter by resolution or ordinance provide.
- (b) Federal Level. The Company shall, at all times during the life of the Franchise, comply in all material respects with the rules and regulations governing Cable Television System operations promulgated by the FCC, or any other agency or commission having jurisdiction.
- (c) Conflict Resolution. If any City rule, regulation, ordinance or resolution conflicts with any federal regulation, then such federal regulation shall control.

#### Section 11. Records and Reports.

The City shall have the right to inspect, at any reasonable time upon reasonable notice, all of the Company's plans, contracts, and engineering, accounting, financial, statistical, customer or service records relating to the operation of the Company within the City Limits, and all other records required to be kept by the Company. The following documents shall be filed with the City Clerk and in the local office of the Company:

1. Copies of the Company's rules, regulations, terms and conditions for the conduct of the Company's business.
2. An annual summary report, including a statement of Gross Revenues, no later than ninety (90) days after the end of the Company's fiscal year, showing the Gross Revenue received by the Company during the preceding twelve month period, and any other such information as the City may reasonably request with respect to properties and expenses related to the Company's service under the Franchise.
3. Copies of all material petitions, applications, registrations, communications, reports and responses to complaints submitted by the Company to the FCC, Securities and Exchange Commission or any other federal or state regulatory agency or commission having jurisdiction with respect to matters affecting cable television operations authorized pursuant to the Franchise. These documents shall be submitted to the City Clerk simultaneously with submission to the agency.
4. A true and accurate platting of all the Company's facilities and distribution lines within the City Limits whether above, on or below ground level. Said platting shall be updated on an annual basis.

Section 12. Service Area.

The Company shall provide service to any Person desiring such service and paying for the same within the City Limits.

Section 13. Extension of City Boundaries.

Upon the annexation of any territory by the City, the City will provide notification to the Company of the geographical area annexed. The annexed areas shall be served as soon as practicable but at least within one (1) year from the date of annexation. The Company shall incorporate into its franchise fee payments hereunder, by the first quarter after such annexation takes effect, the additional monies due to the City as a result of such annexation; provided, however, the Company will not be liable for any payments under this paragraph which accrued more than thirty (30) days prior to the aforementioned notice of annexation.

Section 14. Local Office.

The Company shall maintain, at all times throughout the life of the Franchise, a local business office for the purposes of handling customer inquiries regarding the ordering of service, equipment malfunctions, billing questions and similar matters.

Section 15. Customer Service Standards.

The Company shall satisfy the customer service standards established by the FCC. In addition, the Company is subject to the following standards:

A. Office and Telephone Availability.

1. Knowledgeable, qualified company representatives will be available to respond to customer telephone inquiries during normal business hours. "Normal business hours" means those hours in which most similar businesses in the community are open to serve customers and must include some evening hours at least one night per week and/or some weekends hours.
2. The Company will maintain a local, toll-free or collect call telephone access line which will be available to customers twenty four (24) hours a day, seven (7) days a week.
  - a. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day.
  - b. Under normal operating conditions and during normal business hours, telephone answer time by a customer service representative, including wait time and the time required to transfer the call, shall not exceed thirty (30) seconds. This standard shall be met no less than ninety percent (90%) of the time measured on an annual basis.

- c. Under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the total time that the cable office is open for business.
  3. Customer service center and bill payment locations will be open for transactions during normal business hours.
- B. Installations, Outages and Service Calls. Under normal operating conditions, each of the following five standards shall be met no less than ninety five percent (95%) of the time measured on an annual basis:
1. Standard installations will be performed within seven (7) business days after an order has been placed.
  2. Excluding those situations beyond the control of the Company, the Company will respond to service interruptions promptly and in no event later than twenty four (24) hours after the interruption becomes known. The Company must begin actions to correct other service problems the next business day after notification of the service problem. "Service interruption" means the loss of picture or sound on one or more cable channels.
  3. Customers may choose appointment window alternatives for installations, service calls, and other installation activities, which will be either a specific time or, at a maximum, a four-hour time block during normal business hours. Additionally, the Company may schedule supplemental hours during which appointments can be set for the express convenience of the customer.
  4. If, at any time an installer or technician is running late, an attempt to contact the customer will be made and the appointment rescheduled as necessary at a time which is convenient to the customer.
  5. Except for circumstances beyond its control, the Company shall not cancel an appointment with a customer after the close of business on the business day immediately preceding the scheduled appointment.
- C. Communications, Bills and Refunds.
1. The Company will provide written information in each of the following areas at the time of installation, at least annually to all customers, and at any future time upon request:
    - a. Products and services offered.
    - b. Prices and service options.
    - c. Installation and service policies.
    - d. How to use the cable service.
    - e. Channel positions carried on the system.

- f. Billing and complaint procedures, including the address and telephone number of the local cable office.
2. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing cycle, including optional charges, rebates and credits.
  3. Refund checks will be issued promptly, but no later than the earlier of thirty (30) days or the customer's next billing cycle following the resolution of the request, and the return of the equipment supplied by the cable company if service is terminated.
  4. Customers shall be notified of any changes in rate, programming services or channel positions as soon as reasonably possible through announcements in writing. Notice shall be given to customers a minimum of thirty (30) days in advance of such changes provided the change is within the control of the Company.
  5. In the case of any outage from any cause in which one or more customers are completely without cable service for twenty four (24) hours or more, the Company shall calculate a pro rata reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.
  6. Customer-requested disconnection shall be made as soon as practicable and in no case shall billing continue longer than seven (7) days following written notice to the Company by the customer. The Company shall not enter into any agreement with a customer which imposes any charge other than past due balances, late fees and unreturned equipment charges following disconnection of service, except for reconnection and subsequent monthly or periodic charges, and those charges shall be no greater than charges for new customers. This section shall not prevent the Company from refusing service to any Person because the Company's prior accounts with that Person remain due and owing.
  7. The Company may offer service which requires advance payment of periodic service charges for no more than one (1) year in advance. However, a customer shall have the right, at any time, to have his or her service, or any portion thereof, disconnected with a refund for unused service charges paid to the customer.
  8. Planned interruptions of service for repair or systems improvements should be done during periods of minimal use, to the extent possible. At least forty eight (48) hours minimum notice shall be given to customers prior to planned interruptions that are expected to exceed one half (½) hour in duration.
  9. The Company shall investigate complaints and resolve them, to the extent reasonably possible, as expeditiously as possible. In addition, the Company shall compile, on a quarterly basis, a comprehensive service report and transmit it upon request to the City in a form to be mutually agreed upon, to allow the City to identify and track all customer complaints. Upon request by the City, the Company shall, within five (5) business days after receiving such request, send a written report to the City with respect to any complaint.

#### Section 16. Technical Standards.

The Company shall insure that the Cable Television System is designed, installed and operated in a manner that complies in all material respects with technical standards provided by the FCC, as may be amended, and further the Company shall:

1. Show on request by the City that the Cable Television System does in fact comply with the technical standards.
2. Deliver a picture, whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production television sets in good repair, and deliver a picture of good quality consistent with the requirements of the FCC.
3. Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross modulation in the cable or interfering with other electrical or electronic systems. The Company shall operate the system so that there will be no interference with television reception, radio reception, telephone communications or other installations which are now or may hereafter be installed and in use by the City or any Person.
4. Provide a Cable Television System operationally capable of relaying to the customer's television set those television and radio broadcast signals for the carriage of which the Company is now or hereafter required by the FCC.
5. Provide a Cable Television System constructed with the potential of two-way digital transmission.

#### Section 17. Service Requirements.

The Company shall:

1. Maintain a system capable of delivering not less than thirty six (36) channels or their equivalent.
2. Reserve at least two (2) channels, without charge, for the exclusive use of the City. With prior approval of the City, such channels may be used for educational or other purposes, including public access. In the event both channels are substantially utilized and the City determines that an additional channel is required for public, educational or government purposes, the Company shall make such additional channel available.
3. Provide, without charge and subject to the rules and regulations of the FCC, public emergency broadcast capabilities whereby the City can interrupt service on all channels in order to make such public emergency communications as the City deems necessary.
4. Provide a system engineered with the capability for a two-way communications system when economically feasible. In addition, a customer response system shall be available to the customers as soon as technically and economically feasible. It is the intent of the City that the Company will actively pursue development and experimentation in the area

of customer response systems and initiate such service to the residents of the City as soon as the state of the art is such that the system will be economically feasible.

Section 18. Channels.

The Company reserves the right to, at any time, add, delete, rearrange or alter its channel line-up at its sole discretion; provided, however, the Company shall, at all times, comply with the requirements of the Franchise and shall keep the City and the customers informed of its programming line-ups. The City shall have the opportunity for review and comment upon any information provided prior to any changes being implemented, except when circumstances beyond the Company's control do not allow. Any proposed changes in the programming line-up by the Company shall be reported to the City at least thirty (30) days prior to the proposed implementation where the Company has been provided at least thirty (30) days notice. The Company shall use its best efforts to ensure diversity of programming.

Section 19. Rates.

- (a) No Discrimination. The Company agrees that, in setting its rates, it will not discriminate against any customer on the basis of race, creed, sex, religion, income or the location of the customer's dwelling.
- (b) Regulation of Rates. The City hereby reserves the right to exercise the regulatory jurisdiction granted to the City as a franchising authority pursuant to 47 U.S.C. § 543(a). Should the City Council determine that the City should regulate the rates charged by cable television operators, the City will notify the Company after the City has complied with all requirements of 47 U.S.C. § 543 and after the City has received approval of certification from the FCC.

Section 20. Government Offices.

The Company shall provide, at no charge, two (2) pairs of Dark Fiber between the Municipal Building and the Central Services Complex building. The Company shall also provide, at no charge, two (2) pairs of Dark Fiber for municipal use in all subsequent construction of fiber networks. The Company shall provide, at no charge, one (1) Basic Cable Service outlet to all City-operated facilities, public schools and any other public facilities as designated by the City. If more outlets are required at any of the above locations, the Company shall install the same at the cost of time and materials only, and in no event will there be a monthly fee for Basic Cable Service at said locations. The Company shall also provide, at a discount of twenty-five percent (25%) for the first five (5) years and a discount of fifty percent (50%) thereafter, one (1) Internet outlet to all City-operated facilities.

Section 21. Government Meetings.

The Company shall produce and air live and tape delay all regularly scheduled City Council meetings. The Company shall also produce and air live and tape delay such City Council work sessions and other government meetings as may be requested by the City, and mutually agreed to by the Company and the City.

Section 22. Construction, Installation and Maintenance

All facilities and equipment of the Company shall be constructed and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, as may be amended, all laws of the State of Tennessee and ordinances of the City and such applicable ordinances and regulations set forth by any federal agency or commission. The Company further agrees as follows:

1. All structures, lines and equipment erected by the Company within the City Limits shall be located, erected and maintained so that none of its facilities shall endanger the lives of any Person and such facilities shall be so located, erected and maintained as to cause minimum interference with the proper use of streets, alleys, public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners.
2. The Company is granted the right, whenever practicable, to make use of existing poles belonging to the City upon which its cables may be so attached, provided, however, that all work in connection with such installation, including the relocation or replacement of any poles, shall be performed at the expense of the Company, and the same shall be performed in a workmanlike manner under the supervision of the City Manager. The Company shall, at its own expense, upon notice from the City, relocate, replace or renew its facilities placed on said poles and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the City, provided, however, that in cases of emergency, the City may arrange to relocate, replace, renew, transfer or perform any work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, facilities thereon, or which may be placed thereon, or for the service needs of the City, and the Company shall, on demand, reimburse the City for the expense thereby incurred. Notwithstanding the above, the City reserves the right to deny the right of attachment or require removal of facilities from poles constructed of materials other than wood, subtransmission or transmission facilities.
3. Existing poles, posts, conduits and other such structures of the City, any electrical power system, telephone system or any other public utility located within the City Limits shall be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities.
4. Before making attachment to any pole(s), the Company shall make application for and be issued a permit therefor, said issuance being conditioned upon the submission, approval and acceptance by the City Manager of a plat setting forth a general scheme of development of the Cable Television System, use of poles and other facilities, within the immediate vicinity to which the attachment is requested.
5. In the event that existing poles, posts, conduits and other structures are not available, including excessive cost or unreasonable limitation upon the Company's use of the structure, the Company shall have the right, upon prior written approval by the City Manager, to purchase, lease or in any other manner acquire land, rights-of-ways or public utility easements upon or under which to erect and maintain its own poles, posts, conduits or other structures as may be necessary for the construction and maintenance of a Cable Television System.
6. All poles, lines, structures and other facilities of the Company in, on, over or under the streets, sidewalks, alleys, public utility easements, public grounds or public place of the

City shall be kept by the Company to the extent said facilities are utilized by the Company at all times in a safe condition and in thorough repair and in a manner so as will not conflict with the use of said poles by the City or by other companies or utilities using said poles, or interfere with the working uses of facilities thereon or which from time to time may be placed thereon.

7. In case of any disturbance by the Company of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore in as good or better a condition as before the work involving such disturbance was done, all paving, sidewalk, driveway or surface of any street or alley disturbed in accordance with City specifications and shall maintain the restoration in a condition approved by the City for a period of two (2) years after acceptance by the City of each portion of an installation.
8. The Company shall, at its own cost and expense, protect, support, temporarily disconnect, relocate in the same public way, or remove from the public way any property of the Company when reasonably required to do so by the City by reason of traffic conditions, public safety, street construction, street widening, realignment, change in grading, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies, but not for the purpose of any type of competing service. The City shall not be held liable for any disturbance of the Company's installation resulting from the altering, repairing or installation of streets or sewer or water installations, or electrical or any other of the City's utility repair, maintenance or installation.
9. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixture, water hydrant or main, or any other City fixture or installation, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the right-of-way line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such manner as not to interfere with the usual traffic on said streets, alleys and public ways.
10. In the event that any pole(s) of the City to which the Company desires to make attachments are inadequate to support the additional facilities, the City will indicate in writing the changes necessary to provide adequate poles and the estimated cost thereof to the Company and return it to the Company. If the Company still desires to make the attachment, the Company shall notify the City with an advance payment to reimburse the City for the entire estimated non-betterment portion of the cost and expense thereof, including the increased cost of larger poles, sacrificed life value of poles removed, cost of removal less any salvage recovery and the expense of transferring the City facilities from the old to the new poles. Upon such advance payment, the City will replace such inadequate poles with suitable poles. Where the Company's desired attachments can be accommodated on present poles by the City by rearranging the City's facilities thereon, the Company will compensate the City in advance for the full estimated expense incurred in completing such rearrangements. The Company will also, in advance, reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles required to accommodate the attachments of the Company shall be provided by and at the expense of the Company to the satisfaction of the City.



11. The Company shall exercise special precautions to avoid damage to facilities of the City and of others supported on said poles, and hereby assumes all responsibility for any and all loss for such damage caused by the Company. The Company shall make an immediate report to the City of the occurrences of any damage and hereby agrees to reimburse the City for the expense incurred in making repairs.
12. The Company shall, on the request of a Person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the Person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than seven (7) days advance notice to arrange for such temporary wire changes.
13. The Company may, at any time, remove its attachments from any pole or poles of the City, but shall immediately give the City written notice of such removal. No refund of any rental will be due on account of such removal.
14. The Company agrees to obey all applicable local, state and federal safety laws regarding work around high voltage power lines, including but not limited to the use of personal protective equipment such as hard hats, uniforms suitable for exposure to electric arc, grounding equipment for non-insulated aerial equipment and other such items. The Company also agrees to enforce the safety rules on any contractors or subcontractors who may be working for the Company on City facilities.

Section 23. Rights of the City.

- (a) The City shall have the right to adopt, in addition to the provisions herein contained and other existing applicable ordinances, such additional regulations as the City shall find necessary in the exercise of its police power, provided such regulations, by ordinance or otherwise, do not conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Tennessee.
- (b) The City shall have the right to maintain its poles and to operate its facilities thereon in such a manner as to best enable it to fulfill its own service requirements, and in accordance with the specifications heretofore stated. The City shall not be liable to the Company for any interruption in service of the Company or for interference with the operation of the cables, wires and appliances of the Company arising in any manner out of the use of the City's poles hereunder.
- (c) The Company shall submit to the City evidence, satisfactory to the City, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state or other authorities or from owners of property to construct and maintain facilities at the locations of poles within the City Limits which it desires to use. Final determination of the Company's authority to maintain its facilities will be decided by the City.
- (d) The City shall have the right to supervise and inspect any and all construction and installation work performed subject to the provisions of the Franchise, particularly with respect to the City's own poles, and to make such inspections as the City finds necessary to insure compliance with governing ordinances. Such inspections, or lack thereof, shall

not operate to relieve the Company of any responsibility, obligation or liability assumed under the Franchise.

Section 24. Right of Inspection.

The City reserves the right to see that the Company's Cable Television System is constructed and maintained in a safe condition. If the City, at any time, finds that an unsafe condition does exist, the City may order the Company to make the necessary repairs, and if the Company fails to make the repairs, the City may make the repairs or have the repairs made at the Company's expense.

Section 25. Information Supplied to the City.

The Company shall, upon request, furnish to the City such information concerning its operations and services reasonably necessary to measure compliance of the Franchise.

Section 26. Assignment.

The Company shall not sell, transfer, assign, convey, sublet or lease, either in whole or in part, the rights and privileges under the Franchise, nor shall title thereto, either legal or equitable, or any right, title, interest or property herein pass to or vest in any Person except the Company, either by act of the Company or by operation of law, without prior approval of the City Council, which approval shall not be unreasonably withheld.

Section 27. Prohibited Activities

- (a) Customer Disadvantage. The Company shall not, as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any Person, or subject any Person to any prejudice or disadvantage.
- (b) Promotions. However, in order to promote its products, the Company shall have the right to offer promotional rates, provided, however, that such promotional rates must be for a short term duration. This provision does not prohibit the Company from discounting and/or waiving its rates if such discount and/or waiver is necessary for the Company to compete with another cable television service or similar service which serves or plans to serve some or all of the Company's customers.
- (c) Commercial Customers. This provision does not prohibit the Company from negotiating contracts with commercial customers or bulk rates for hotels, motels or apartment buildings.

Section 28. Termination of the Franchise.

- (a) Violation of Franchise. The City shall provide the Company with a detailed written notice of any violation of the Franchise upon which the City proposes to take action, and a thirty (30) day period within which the Company may demonstrate that a violation does not exist or that the Company has cured the alleged violation, or, if the violation cannot be cured within thirty (30) days, submit a reasonable plan to the City which will correct the violation.

- (b) Failure by Company to Correct. If the Company fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected within thirty (30) days and the Company has timely submitted a plan, if the Company fails to implement the plan within said thirty (30) days, then the City may, at its option, declare the Company in default, which declaration must be in writing, and terminate the Franchise.
- (c) Removal of Facilities. In the event the City terminates the Franchise or upon expiration of the Franchise term, the Company shall, within thirty (30) days, at its own cost and expense, remove all of its facilities and shall place any portion of the City's streets that may have been disturbed in as good a condition or better. In the event that the Company does not remove its facilities within thirty (30) days, the City may do so at the Company's expense.

Section 29. No Ownership.

No use of the City's poles under the Franchise shall create or vest in the Company any ownership of property rights in said poles, but the Company's rights therein shall be and remain a mere privilege of the Franchise. Nothing herein contained shall be construed to compel the City to maintain any of said poles for a period longer than demanded by its own service requirements.

Section 30. Equal Employment Opportunity.

The Company hereby acknowledges that it is subject to and agrees to abide by applicable federal and state laws regarding employment practices and equal employment opportunity.

Section 31. Notices.

All notices and other communication required under the Franchise shall be given to either party in writing, by registered or certified return receipt in the United States Mail, postage prepaid and addressed to the appropriate party as follows:

To the City:	City Manager City of Oak Ridge P.O. Box 1 Oak Ridge, TN 37831	
To the Company:	President Tennessee Cablevision, Inc. 120 Randolph Road Oak Ridge, TN 37830	General Partner Alexcom Limited Partnership 745 Fifth Avenue New York, NY 10151-0008

Either party may change its address for notice by written notice to the other party at any time.

Section 32. Non-Waiver Clause.

The Company shall not be excused from complying with any of the terms and conditions of the Franchise by any failure of the City upon any one or more occasions to insist upon or seek compliance with any such terms or conditions.

Section 33. Force Majeure.

Prevention or delay of any performance under the Franchise due to causes beyond the reasonable control of the Company or the City, including without limitation, acts of God, acts of the public enemy, orders or acts of any governmental authority or court, or strikes or other labor disturbances shall not be deemed noncompliance with or a violation of the Franchise.

Section 34. Severability.

If any section, subsection sentence, clause phrase or portion of the Franchise is for any reason held invalid or unconstitutional by a court or agency of competent jurisdiction, specifically including the FCC, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the Franchise.

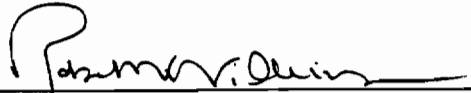
Section 35. Supersedes Previous Franchise.

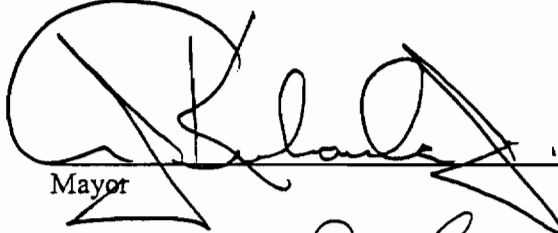
This ordinance supersedes and replaces the previous franchise between the City and Tennessee Cablevision, Inc., Ordinance No. 30-82, which became effective on November 3, 1982 and is set to expire on November 3, 1999.

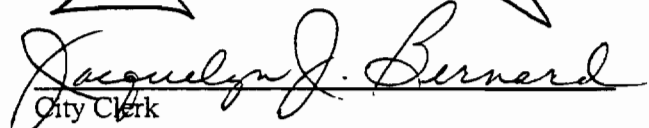
Section 36. Effective Date.

This ordinance shall become effective thirty (30) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
City Clerk

First Reading:	6/21/99
Publication Date:	6/28/99
Second Reading:	7/06/99
Publication Date:	7/12/99
Effective Date:	8/04/99

**BUERGER, MOSELEY & CARSON, PLC**

Williamson County Attorneys  
306 Public Square  
Franklin, TN 37064  
(615) 794-8850  
(615) 790-8861 Fax



RECEIVED ROBERT COOK

2008 JUL 10 PM 2:00

T.R.A. DOCKET ROOM

July 9, 2008

**VIA CERTIFIED MAIL, RETURN  
RECEIPT REQUESTED**

Tennessee Regulatory Authority  
Attn: Docket Room (08-00115)  
460 James Robertson Parkway  
Nashville, TN 37243

RE: AT&T's State Franchise Certificate Application  
Williamson County PEG Information

Dear TVA:

This firm represents Williamson County regarding franchise agreements and state certificate requests. This correspondence is in response to the notification letter you sent to Williamson County dated July 3, 2008, requesting information concerning Williamson County's Public, Educational, and Governmental access channels (PEG).

Williamson County currently has more than one incumbent cable provider within the unincorporated area of Williamson County. As required by the Competitive Cable and Video Services Act, we will be referencing Comcast's<sup>1</sup> current PEG obligations and Franchise Agreement with Williamson County. The following is the information you have requested:

1. As of January 1, 2008, Williamson County had one PEG channel activated.
2. The Franchise Agreement with Comcast provides the reservation of one PEG channel.
3. Williamson County does not receive any fee or other payment for PEG access support. Williamson County does receive 5% of the gross sales of Comcast that is not earmarked as a PEG access support fee.

The information provided only concerns Williamson County and does not reflect any PEG channels or access that other jurisdictions may have with incumbent cable providers. Please feel free to contact me should you have any questions.

Very truly yours,

**BUERGER, MOSELEY & CARSON, PLC**

Robert Cook

RC:gjr/H:\Williamson County\General\Franchises\Reponses State Certificate\PEG response toTVA - ATT app 7-9-08.doc

cc: Honorable Rogers Anderson, Williamson County Mayor

<sup>1</sup> Section 10(a) of Public Act 932 requires that the obligations of the cable company serving the most subscribers in the County's unincorporated area.



7 South High Street  
Winchester, TN 37398  
(931) 967-2532

Terry Harrell, Mayor

City Council Members

Thomas Elliott, Jr.  
Glen Glasner  
William R. Scharber  
Gene F. Snead, Jr.  
William Womack

Beth Rhoton,  
City Administrator

Greg O'Neal,  
City Attorney

RECEIVED

2008 JUL 10 PM 1:59

T.R.A. DOCKET ROOM

July 8, 2008

Tennessee Regulatory Authority  
Attn: Docket Room (08-00115)  
460 James Robertson Parkway  
Nashville, TN 37243-0505

Dear Ms. Cooper,

I received your July 3, 2008 letter concerning "PEG" access channels. This letter is to inform you that the City of Winchester entered into an agreement with Comcast Cable Communications in 2003 to operate an education and government channel that broadcast throughout the Winchester / Franklin County area. We have one access channel, which is channel 12, that is used for the above referenced purpose. The only payment that the City receives from our service provider is an annual franchise fee payment.

If you need additional information please feel free to contact me at your convenience.

Sincerely,

Beth J. Rhoton,  
City Administrator

cc: Comcast Cable Communications