

**MAYOR:**  
Kenneth Wilber

**VICE-MAYOR:**  
Jody McDowell

**BOARD OF  
ALDERMEN:**  
Luther Bratton  
Mike Callis  
Allen Dyer  
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Erin McLerran  
Ronnie Meadows



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T.R.A. DOCKET ROOM

**OFFICE OF THE MAYOR**  
**100 SOUTH RUSSELL STREET**  
**PORTLAND, TENNESSEE 37148**  
Telephone 615/325-6776  
Fax 615/325-5345  
Email Address: [Kmayor@cityofportlandtn.gov](mailto:Kmayor@cityofportlandtn.gov)

July 8, 2008

Tennessee Regulatory Authority  
Ms Lisa Cooper  
Docket Room (08-00115)  
460 James Robertson Parkway  
Nashville, Tennessee 37243

Ms Cooper:

In response to a letter from TRA dated July 3, 2008, we are submitting one copy of our Comcast Franchise Agreement and the following information:

- Portland has only one PEG channel and it is considered as government/educational only. There is no public access.
- The one channel is Comcast Channel 3.
- The provider is Comcast Cable of Nashville, Tennessee; the only provider within the city limits of Portland.

We have tried unsuccessfully to reach our contact person at Comcast for an updated number of customers in Portland. If necessary, we can provide this information when we receive it.

Please contact my office should you have further questions.

Thank you,

A handwritten signature in black ink, appearing to read 'Kenneth Wilber', written in a cursive style.

Kenneth Wilber  
Mayor

ENCL

C: City Attorney David Amonette



COPY  
MAR 20 RECD

March 22, 2007

The Honorable Kenneth Wilber  
100 S. Russell St.  
Portland, TN 37148-1208

Dear Mayor Wilber:

I am enclosing an executed copy of our newly renewed franchise agreement between the City of Portland, Tennessee and Comcast of Nashville II, LLC.

All of us at Comcast are looking forward to serving the City of Portland in the years to come.

If you ever any concerns or question regarding Comcast please feel free to give me a call at 615-231.7704.

Respectfully,

A handwritten signature in cursive script, reading "Diane L. Christie".

Diane L. Christie  
Senior Director of Government Affairs

**FRANCHISE AGREEMENT  
PORTLAND, TN**

MAR 20 2000  
REC'D

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the City of Portland, Tennessee, and Comcast of Nashville II, LLC (hereinafter, the "Grantee").

Grantee currently provides cable television services in the City of Portland, Tennessee, pursuant to a franchise ordinance, Ordinance No. 531-A, and the City and Grantee desire to renew that franchise for an additional term as provided for herein.

The City of Portland, Tennessee, having determined that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for the construction and continued operation of a cable system on the terms and conditions set forth herein.

**SECTION 1  
Definition of Terms**

1.1 Terms. For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. Unless otherwise defined herein, any term not defined herein shall have the meaning assigned to such term in the Cable Act.

"Cable Act" means Title VI of the Communications Act of 1934, as amended from time to time, 47 U.S.C. Sections 521 et seq.

"Cable Service" means: (A) the one-way transmission to Customers of (i) video programming, or (ii) other programming service, and (B) Customer interaction, if any, which is required for the selection or use of such video programming or other programming service.

"Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Customers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Customers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934 (47 U.S.C. Sections 201-226), except that such facility shall be considered a Cable System (other than for purposes of Section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Customers, unless the extent of such use is

solely to provide interactive on-demand service; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

“Control” means the ability to direct the policies and management of the Grantee.

“Customer” means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee’s expressed permission.

“FCC” means the Federal Communications Commission, or successor governmental entity thereto.

“Franchise” means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes construction and operation of the Cable System.

“Franchise Agreement” or “Agreement” shall mean this Agreement and any amendments or modifications hereto.

“Franchise Area” means the present legal boundaries of the City of Portland, Tennessee, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

“Franchising Authority” means the City of Portland, Tennessee, or the lawful successor, transferee, designee, or assignee thereof.

“Grantee” shall have the meaning set forth in the preamble hereof.

“Gross Revenue” means any and all gross revenue actually received by Grantee from the provision of Cable Service over the Cable System within the Franchise Area calculated in accordance with generally accepted accounting principles. “Gross Revenue” shall include monthly basic, premium and pay-per-view service fees, installation fees, and converter rental fees, net advertising revenue, and home shopping channel commissions, but shall not include investment income, refundable deposits, bad debt nor any taxes imposed and/or assessed by any governmental authority.

“Person” means 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.

“Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any

temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall, within their proper use and meaning, entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and appurtenant to the Cable System.

## **SECTION 2**

### **Grant of Authority**

2.1. Grant of Franchise. The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise, which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be for a term of ten (10) years, commencing on 2-5-07 (hereinafter, the "Effective Date") and ending on 2-4-17, unless this Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act.

2.3. Renewal. Any renewal of this Franchise Agreement shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4. Reservation of Authority. Nothing in this Franchise 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 general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

## 2.5. Competitive Equity.

2.5.1. The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to, franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and capital support; customer service standards; required reports and related record keeping; and enforcement provisions. If any such additional and/or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, then the Grantee may give written notice to the Franchising Authority stating the specific terms and/or conditions in the competitive franchise that are more favorable or less burdensome than those contained in this Franchise Agreement. Upon receipt of any such notice, if the Franchising Authority, acting reasonably, agrees with the Grantee's assertion, then the Franchising Authority shall modify this Franchise Agreement to include any more favorable or less burdensome term or condition, provided, the Grantee agrees, upon the request of the Franchising Authority, to also modify this Franchise Agreement to include any term or condition contained in the competitive franchise that is more favorable to the Franchising Authority or more burdensome to the Grantee, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

2.5.2. Any franchise granted by the Franchising Authority shall be non-exclusive. Any Person desiring a new cable television franchise in the Franchising Area shall file with the Franchising Authority an application for a new cable television franchise in a form acceptable or specified by the Franchising Authority, and in accordance with procedures and schedules established by the Franchising Authority. In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchise Area, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail within ten (10) business days of receipt of such application.

## **SECTION 3** **The System**

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and

equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions on Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall, upon written request of the Grantee, make application for such funds on behalf of the Grantee. If the City requests the relocation, removal or reinstallation of Grantee's property in any of the Public Ways in the Franchise Area for the sole purpose of installing or providing its own cable television or telecommunications services or those of a second cable television or telecommunications service provider in competition with Grantee, then such cost shall not be borne by Grantee but by the City or the requesting entity.

3.2.2. Relocation at request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial compliance with applicable FCC or other federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not unreasonably endanger or interfere with the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to



prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall reasonably compensate the Franchising Authority for any damage caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs so damaged. Such replacement shall satisfy any obligations the Grantee may have to the Franchising Authority pursuant to the terms of this Section 3.2.5.

**3.2.6. Aerial and Underground Construction.** If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground; provided that such facilities are actually capable of receiving the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section 3.2.6. shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.2.6., in the event that all of the transmission or distribution facilities of all of the respective public or municipal utilities are required to be placed underground after the Effective Date of this Franchise Agreement, the Grantee shall only be required to construct, operate and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public and municipal utilities' facilities at the time that such are placed underground.

## **SECTION 4**

### **Service Obligations**

**4.1. General Service Obligation.** The Grantee shall provide Cable Service to every residential dwelling unit within the Franchise Area reaching the minimum density of at least twenty (20) dwelling units per mile measured from Grantee's existing distribution cable. The Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty five (125) feet of the Grantee's existing distribution cable.

4.1.1. The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation, which exceeds the one hundred twenty five (125) foot standard set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3. No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to continuously receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied.

4.4. New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and written notice of the date of availability of trenches. Such notice must be received by the Grantee at least ten (10) business day's written notice of the date of the availability of open trenches. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities. Installation of cable facilities from utility easements to individual homes or other structures shall be at the cost of the home/building owner or developer unless otherwise provided.

4.5. Prohibition against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

## **SECTION 5**

### **Fees and Charges to Customers**

5.1. Rates, Fees, Charges. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date of this Franchise Agreement shall be in accordance with the FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law. Except to the extent otherwise expressly permitted by applicable law, the Grantee shall provide Cable Service to each resident in the Franchise Area in accordance with a uniform rate structure throughout the Franchise Area. The preceding requirement shall not prevent the Grantee from using bulk, commercial, promotional and other rates in accordance with federal law.

**SECTION 6**  
**Customer Service Standards; Customer Bills;**  
**and Privacy Protection**

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards and rules set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC pursuant to Section 632(c) of the Cable Act and any corresponding regulations, thereto.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading, (B) does not omit material information, and (C) does not mischaracterize any information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

**SECTION 7**  
**Oversight and Regulation by Franchising Authority**

7.1 Franchise Fees. The Grantee shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of annual Gross Revenue actually received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a certified report from a representative of the Grantee, which shows the basis for the computation of franchise fees paid during that period. If the franchise fee payment is not actually received by the Franchising Authority on or before the applicable due date set forth in this Section 7.1, interest shall accrue on the outstanding amount at rates published by the Internal Revenue Service for tax refunds and additional tax payments for the period of delinquency.

7.2. Franchise Fees Subject to Inspection.

7.2.1. Upon reasonable prior written notice, during normal business hours, at Grantee's business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees, and the right to audit and to re-compute any amounts determined to be payable under this Section; provided, however, that

any such audit shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit conducted by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report, which sets forth the Franchising Authority's findings in detail, including any and all substantiating evidence. The Grantee shall have thirty (30) days from the receipt of the final report to provide the Franchising Authority with a written response agreeing to or refuting the results of the report, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." Any "Finally Settled Amount" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from receipt of written notice of the Finally Settled Amount from the Franchising Authority. For purposes of this Section 7.2.2, the term "Finally Settled Amount" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. The Franchising Authority shall bear the expense of any inspection or audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all appropriate technical standards of the FCC as published in subpart K of 47 C.F.R. § 76. To the extent those standards are altered, modified, or amended during the term of this Franchise Agreement, the Grantee shall comply with such alterations, modifications or amendments within a reasonable period after their adoption by the FCC. As provided in these rules, the Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee shall provide the Franchising Authority, upon reasonable prior written notice, access to records or other information reasonably sufficient, as determined by Grantee, to monitor Grantee's compliance with the provisions of this Franchise Agreement; such access to be provided at the Grantee's business office, during normal business hours and without unreasonably interfering with Grantee's business operations. Such records and information shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such records that may be subject to inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of two (2) years.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section 7, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents of the Franchising Authority that have a need to know, or in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Section 7, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, Customer lists, Cable Service and marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

7.6. Transfer of a Franchise Neither the Grantee nor any other Person may transfer the Cable System or this Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in this Franchise or the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of additional information it requires, if any, to determine the legal, financial, and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

## **SECTION 8**

### **Insurance and Indemnity**

8.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority, certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section 8. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars

(\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement

8.2. Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Franchise Area, including, but not limited to, reasonable attorneys' fees, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. If the Franchising Authority determines in good faith that its interests cannot be represented by the Grantee, Grantee shall be excused from any obligation to defend the Franchising Authority.

## **SECTION 9**

### **System Description and Service**

9.1. During the term of this Franchise Agreement the Grantee's Cable System shall be capable of providing a minimum of seventy eight (78) channels of video programming with satisfactory reception available to its customers in the Franchise Area.

9.2. Service to School Buildings. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service, and free installation of one outlet to each accredited K through 12 public and private school, not including "home schools," located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement.

9.3. Service to Governmental and Institutional Facilities. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service and free installation of one outlet to each non-residential municipal building located in the Franchise Area within one hundred twenty five (125) feet of the Grantee's existing distribution cable as of the Effective Date of this Franchise Agreement. Municipal buildings are those non-residential buildings owned or leased by the Franchising Authority for government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

9.4. Government and Educational Access Channel. Grantee shall provide channel capacity on one (1) channel for the purpose of providing government and Educational access programming on the Cable System throughout the term of this Franchise Agreement.

9.5 Additional Channel. Upon ninety (90) days written request by the City of Portland, Tennessee the Franchisee shall provide an additional channel for educational and government (EG) use during the term of the Franchise provided that the City demonstrates that the current channel, as provided for in Section 9.4 herein, is fully utilized and that it has available additional local, non-commercial, non-competitive programming such that a second EG channel would also be fully utilized within three (3) months after commencing operation.

9.5.1 Fully Utilized. An EG channel (or channels) shall be considered fully utilized if it is programmed with local, non-commercial, non-repetitive educational and/or governmental programming for at least twelve (12) hours of the eighteen (18) hour period between 6:00 a.m. and 12:00 a.m. (midnight) on a daily basis from Monday through Saturday as measured over a calendar month.

9.5.2 Repetitive Programming. For purposes of this section a program, other than a showing of a public meeting of the City Commission that has occurred during the last five (5) days will be considered repetitive if it has been broadcast on the EG channel during the past seven (7) days. Such public meeting that has occurred during the last five (5) days may be broadcast once per day for the five (5) days succeeding the public meeting during the 6:00 a.m. to midnight time frame and not be counted as repetitive, but any additional broadcasts of said meeting within the 6:00 am to midnight time frame will be counted as repetitive. In the event that a second EG channel is placed in service, no programming that is shown on the first EG channel during any Monday through Saturday measurement period may count as non-repetitive on the second EG channel for that same measurement period.

## **SECTION 10**

### **Enforcement and Termination of Franchise**

10.1 Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of this Franchise Agreement, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's notice described in Section 10.1, above: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default, or (B) to cure such default, or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and



notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

10.3. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice described in Section 10.1. above, or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee pursuant to Section 10.2., above, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time, which is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

10.4. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

10.4.1. seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

10.4.2. in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of this Franchise Agreement. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of this Franchise Agreement at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee in the manner set forth in Section 11.2, herein. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.



(iii) The Franchising Authority may, at its sole discretion, take any lawful action that it deems appropriate to enforce its rights under the Franchise in lieu of revocation.

10.5. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

10.5.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.5.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

## **SECTION 11**

### **Miscellaneous Provisions**

11.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of this Franchise Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

11.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by facsimile with confirmed transmission and addressed as follows:

The Franchising Authority: City of Portland, Tennessee  
Attention: City Mayor  
100 S. Russell Street  
Portland Tennessee, 37148  
Facsimile: 615-325-7075

The Grantee: Comcast of Nashville II, LLC  
Attn: General Manager  
660 Mainstream Drive

Nashville, TN 37229  
Facsimile: 615- 255-6528

with a copy to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
600 Galleria Parkway, Suite 1100  
Atlanta, GA 30339  
Facsimile: (678) 385-5101

and:

Comcast Cable Communications, Inc.  
Attn: Legal Dept.  
1500 Market Street  
Philadelphia, PA 19102  
Facsimile: 215-640-4050

11.3. Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof. All ordinances or parts of ordinances or other agreements whether written, verbal, or otherwise between the Grantee and the Franchising Authority that are in conflict with the provisions of this Franchise Agreement are hereby declared invalid and superseded and this Franchise Agreement shall control.

11.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise 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.

11.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the City of Portland, State of Tennessee, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of Tennessee, as applicable to contracts entered into and performed entirely within the State.

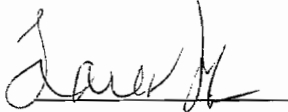
11.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

11.7. No Third Party Beneficiaries. Nothing in this Franchise nor any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise."

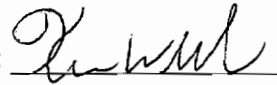
11.8. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, Grantee may have under federal or state law unless such waiver is expressly stated herein.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this 5<sup>th</sup> day of FEB, 2007.

Attest:



Franchising Authority:

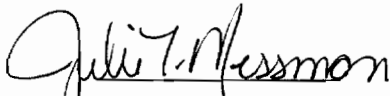
By: 

Name: Kenyon

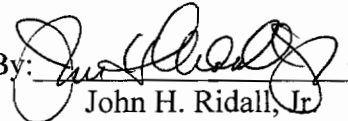
Title: KENNETH D. L. BOVE

Attest:

Comcast of Nashville II, LLC



Notary Public      County, Georgia  
My Commission Expires September 1, 2009

By: 

John H. Ridall, Jr.  
President, Southern Division

# TENNESSEE REGULATORY AUTHORITY



July 3, 2008

RECEIVED

2008 JUL 10 AM 9:30

460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

T.R.A. DOCKET ROOM

City of Lawrenceburg  
ATTN: Mayor Keith Durham  
233 West Gaines  
NBU #4  
Lawrenceburg, Tennessee 38464

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

Dear Mayor Durham:

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).

governments for the use of holders of state-issued certificates of franchise authority”<sup>3</sup> and the Tennessee General Assembly.

**IT IS IMPORTANT TO NOTE THAT**, according to the CCVSA, if a municipality or county fails to provide PEG information after being requested to do so by the TRA, a holder of a state-issued certificate of franchise authority shall not be held in violation or noncompliance with the requirements of § 10 of the CCVSA, as to any such municipality or county, until the TRA has received the information requested and the holder has been given adequate time to comply with such PEG provisions.<sup>4</sup> A notice in compliance with the requirements of § 10(a) of the CCVSA acts to trigger the franchise authority holder’s obligation to make PEG access support payments,<sup>5</sup> starts the clock running on the deadline for designating PEG channels,<sup>6</sup> and initiates any other duties or obligations required of the state-issued franchise authority holder encompassed within § 10 of the CCVSA.

In light of the provisions of the CCVSA noted above, it is imperative that you respond promptly to this Notice by providing the TRA with the following information:

- (A) **The number of activated PEG channels for such municipality or county, as well as the number authorized to be activated, if different; and** ○
- (B) **The terms of any PEG support payments being provided by the incumbent service provider.**<sup>7</sup> ○

Please send the above information to:

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

If you have already forwarded this information to the TRA upon receipt of the notice from the applicant service provider in accordance with § 10(a) of the CCVSA, please disregard this request. Should you have any questions or concerns regarding this matter, please feel free to contact me at (615) 741-2904 x150 or at the address listed above. Thank you for your cooperation and prompt attention in this matter.

Sincerest Regards,



Lisa Cooper  
TRA Programs Manager

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<sup>3</sup> CCVSA § 15 (b)(2).

<sup>4</sup> CCVSA § 15 (b)(2).

<sup>5</sup> See, CCVSA § 10(j).

<sup>6</sup> Pursuant to § 10(b) of the CCVSA, a state-issued franchise holder must designate PEG channels within 90 days of beginning to offer service.

<sup>7</sup> CCVSA § 15(b)(1).

# TENNESSEE REGULATORY AUTHORITY



July 3, 2008

RECEIVED

2008 JUL 10 PM 1:59

460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

T.R.A. DOCKET ROOM

Dyer County  
ATTN: County Mayor Richard Hill  
Dyer County Court House  
P.O. Box 1360  
Dyersburg, Tennessee 38025

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

Dear Mayor Hill:

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).

RECEIVED

**A RESOLUTION GRANTING A VIDEO FRANCHISE IN THE UNINCORPORATED  
AREAS OF DYER COUNTY TO WEST KENTUCKY TELEPHONE COOPERATIVE**

2008 JUL 10 PM 1:59

T.R.A. DOCKET ROOM

**WHEREAS**, prior to the adoption of this Resolution a full public proceeding affording due process was held on May 12, 2008, by the Dyer County Legislative Body in compliance with T.C.A. § 7-59-202 and the notice of public hearing published in the *State Gazette*, a newspaper of general circulation in Dyer County;

**WHEREAS**, West Kentucky Telephone Cooperative Corporation, Inc. (hereinafter referred to as the "Grantee") intends to provide Internet protocol ("IP") connectivity to its subsidiary West Kentucky Networks, Inc. ("Subsidiary") that will, in turn, make available video services to Grantee's customers over Grantee's IP network;

**WHEREAS**, until the appropriate regulatory treatment of video services provided over IP networks is resolved under state and federal law, Grantee desires to obtain a franchise for its IP video delivered products, and Dyer County, Tennessee ("County") desires to grant a franchise for the purpose of providing such service to certain of its citizens; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

**Section 1.** The Grantee, together with Subsidiary, shall have the nonexclusive right, privilege, franchise, and authority to provide video services over its IP network in the unincorporated areas of Dyer County in the same manner and to the same extent as Cable One, Inc. is authorized to provide cable television services under the cable television franchise granted by the resolution dated August 19, 2002 (hereinafter, the "Cable One Franchise"), which is attached hereto and incorporated herein by reference. The Grantee, together with Subsidiary, shall assume and perform the same duties and obligations in the same manner and to the same extent as required of Cable One, Inc., under the Cable One Franchise, except as otherwise provided herein. Under the franchise granted by this Resolution, all references to a "Cable Television System" and "System" in the Cable One Franchise shall be deemed to be references to the "IP Video System," and all references to "Service" and "Regular Subscriber Service" shall be deemed to be references to "IP Video Services." IP Video Services provided over the IP Video System do not include any service that enables end users to access content, information, electronic mail or other services offered over the public Internet.

**Section 2.** The franchise provided under this Resolution shall take effect upon the effective date of this Resolution and shall continue for a period of seven (7) years, subject to the conditions and restrictions provided in the Cable One Franchise.

**Section 3.** Subsidiary shall collect from its subscribers and pay County, throughout the term of this Franchise, a franchise fee based upon the gross revenues collected by Subsidiary for IP Video Services. The franchise fee and the gross revenues of Subsidiary for IP Video Services shall be calculated in the same manner, at the same rate of five (5%) percent, and to the same extent as gross revenues are calculated for cable services under 47 U.S.C. § 542 and the manner in which the incumbent provider in the County collects and pays its franchise fee and calculates its gross revenues for cable services under the Cable One Franchise.


**Section 4.** Notwithstanding anything in the Cable One Franchise to the contrary, neither Grantee nor Subsidiary shall be required to extend facilities outside of the telephone cooperative service area of the Grantee as amended or adjusted from time to time.

**Section 5.** In the event of any change in applicable law, regulation, decision, rule or order that determines the IP Video Services are not cable services for purposes of franchising requirements under Tennessee law or in the event of any other change in law regarding the franchising requirements for video services provided over an IP Video System, upon the written request of any party at any time thereafter, the County and the Grantee and Subsidiary shall negotiate in good faith and endeavor to amend this Resolution (or to develop a replacement franchise for IP Video Services) as may be necessary to incorporate such legal or regulatory changes. In such event, if the parties fail to negotiate such changes within ninety (90) days after a party's request to negotiate, any party may thereafter terminate the rights and obligations under this Resolution upon ninety (90) days written notice to the other parties. Furthermore, in the event any change to local, state or federal law requirements occurring during the term of this franchise materially alters the regime of franchising applicable to any persons desiring to construct, operate or maintain a cable system or IP Video System, in the County in a way that reduces the regulatory or economic burden for such person, then, at the request of Grantee or Subsidiary, the County shall agree with Grantee and Subsidiary to amend this franchise to similarly reduce the regulatory or economic burdens on Grantee and Subsidiary. It is the intent of this section that Grantee and Subsidiary shall be subject to no more burdensome regulation or provided lesser benefits under this franchise than any other persons that might construct, operate, or maintain a cable system or IP Video System in the County. This section shall apply to any change in law, regulation, rule, or order occurring after April 25, 2008.

**Section 6.** Nothing in this Resolution shall in any way modify or impair the franchise agreement or other arrangements between County and Grantee relating to provision of telecommunications services, and such franchise and other rights shall continue in full force and effect.

**Section 7.** This Resolution shall be effective upon its passage and approval, the public welfare requiring it.

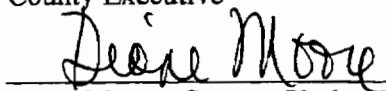
ADOPTED THIS 12<sup>th</sup> DAY OF May, 2008.



Richard Hill  
County Executive



Milton Magee, Chairman



Diane Moore, County Clerk

Commissioner \_\_\_\_\_ moved to adopt Resolution.

Commissioner \_\_\_\_\_ seconded the Motion to adopt.

Voting in Favor \_\_\_\_\_. Voting Against \_\_\_\_\_.



**ROBERT DEDMAN**  
County Mayor



RECEIVED

**RACHEL WARREN**  
Assistant/Secretary

2008 JUL 10 AM 9:33

T.R.A. DOCKET ROOM

**WILSON COUNTY GOVERNMENT**

---

July 9, 2008

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

To Whom It May Concern:

Wilson County is in receipt of a copy of an application of BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee for a state-issued certificate of franchise authority to provide video service to our area.

This correspondence is being sent in accordance with the Competitive Cable & Video Services Act, section 10(a). Wilson County Government has no activated PEG channels at this time. The franchise agreement between Wilson County and our largest incumbent cable service provider does require PEG channels and therefore no terms of payment are mentioned.

If additional information is needed, please contact my office.

Respectfully,

Robert Dedman



DAVID W. GORDON  
Mayor

RECEIVED

2008 JUL 10 AM 9:32

JERE H. HADLEY  
Recorder-Treasurer

# City of Covington

TRA DOCKET ROOM

POST OFFICE BOX 768

200 West Washington Avenue, Covington, Tennessee 38019  
Telephone (901) 476-9613 Fax (901) 476-6699

July 9, 2008

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

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

Dear Sir or Madam:

I am in receipt of your letter request dated July 3, 2008. In response to your request for the following information, I am pleased to submit the following:

- (A) The number of activated PEG channels for such municipality or county, as well as the number authorized to be activated, if different; and

One activated  
Zero to be activated

- (B) The terms of any PEG support payments being provided by the incumbent service provider.

None

If I can be of further assistance, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Gordon", is written over a horizontal line.

David W. Gordon  
Mayor