



RECEIVED

2008 JUL 11 AM 9:31

Rutherford County Office of Information Technology
Brian Robertson, Director
County Courthouse, Suite 104
Murfreesboro, TN 37130

TRA DOCKET ROOM

July 10, 2008

BY: DHL OVERNIGHT, STANDARD MAIL AND E-MAIL

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

RE: AT&T Franchise Application and Official Response to requested information

Dear Lisa Cooper, TRA Programs Manager,

Being in receipt of TRA's letter dated July 3, 2008 regarding Notice of TRA Receipt of Application for Certificate of Franchise Authority and Official Request for Information, and at the request of Mayor Ernest Burgess, I would like to respond on behalf of the Rutherford County Government by providing the requested information regarding provisions in a current franchise agreement with the county's only incumbent cable services provider as of January 1, 2008 and to-date. Please deem this letter to have been received within the CCVSA-designated 10-day period since the Mayor's office received the AT&T application notification July 2.

Rutherford County has an active franchise agreement with Comcast Cable allowing them to provide cable services in the unincorporated area of our county. Regarding government access channels or "PEG" channels, we currently cablecast one (1) government access channel throughout the entire county, *including the interior of the municipalities*. The franchise further authorizes activation of one (1) additional PEG channel under the following circumstances:

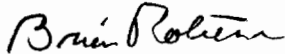
Section 6(a)(2) In addition to the Access Channel specified above, the County may require the Franchisee to make available one (1) additional Access Channel pursuant to the criteria of this subsection. Such additional Access Channel shall be provided by the Franchisee within one hundred twenty (120) days after a written request from the County when the following conditions are met.

6(a)(2)(A) The Franchisee shall provide one (1) additional Government Access Channel whenever the Access Channel set aside by the County for Governmental Access Channel programming is programmed with Qualified Programming at least eighty percent (80%) of the cumulative time for sixty (60) consecutive hours measured over a calendar quarter. All Qualified Programming shall count in this measurement for the actual running time shown.

As stated previously, the current PEG channel airs inside the entire County boundary, including the interior of the municipalities. These municipalities (the City of Murfreesboro, Town of Smyrna, and City of LaVergne) all have franchise agreements with Comcast as well. To my knowledge their PEG channel provisions do not include Rutherford County's channel, and as a result their submission to TRA may not include provisioning our channel in their city limits. However, Rutherford County strongly believes and vigorously maintains that the Rutherford County PEG channel should be made available on any and all additional cable service provider's transmissions **to include the interior of each of the municipalities** as well as within the unincorporated areas, consistent with the intent and resultant outcome of such in the incumbent's current franchise. To do otherwise would hamper our ability to reach the citizenry with our programming, the result of which would mean limited exposure of our government proceedings.

Regarding the terms of any PEG support payments being provided by the incumbent services provider, there are none in this franchise other than the 5% subscriber fees which at least conceptually are allocated to offset our cost in operating the channel.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Robertson".

Brian Robertson
Chief Information Officer

cc: Mayor Ernest Burgess, Rutherford County
James Cope, County Attorney
Mayor Tommy Bragg, City of Murfreesboro
Mayor Ronnie Erwin, City of LaVergne
Mayor Bob Spivey, Town of Smyrna

815 North Jackson Street
P.O. Box 849
Athens, Tennessee 37371-0849
www.cityofathensstn.com

423-744-2701
Fax 423-744-8866
mmoore@cityofathensstn.com



CITY OF ATHENS

RECEIVED

2008 JUL 11 AM 9:31

T.R.A. DOCKET ROOM

Mitchell B. Moore
City Manager

July 10, 2008

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

RE: Verification of franchise authority and response to official request for information

Dear Ms. Cooper:

The City of Athens, Tennessee presently has one activated PEG channel which is the same number we are authorized to have activated. The City of Athens does not receive support payments during this franchise agreement.

If you need additional information, please feel free to contact me.

Sincerely,

CITY OF ATHENS

Mitchell B. Moore
Mitchell B. Moore
City Manager

MBM/lm



Incorporated 1996

Town of Pleasant View

Kerry R. McCarver, Mayor

1008 Civic Court

Post Office Box 127

Pleasant View, TN 37146

Phone: 615-746-0600

Fax: 615-746-0699

RECEIVED

2008 JUL 11 AM 9:31

TRA DOCKET ROOM

A Pleasant Place To... Live, Work, Play & Grow

July 10, 2008

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

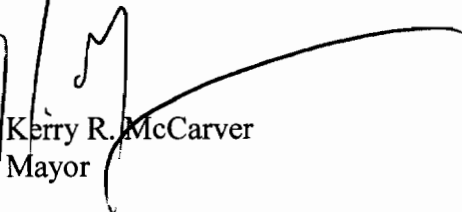
RE: NOTICE of TRA Receipt of Application for Certificate of Franchise Authority and
OFFICIAL REQUEST for Information

Dear Ms. Cooper:

Pursuant to your letter of July 3, 2008, please find enclosed a copy of our agreement with
Charter Communications regarding cable services.

I hope this information answers the questions stated in your letter. Should you have any
questions or need any additional information, please don't hesitate to let me know.

Sincerely,



Kerry R. McCarver
Mayor

cc: Kevin Heffelman, City Attorney

TOWN OF PLEASANT VIEW, TENNESSEE

ORDINANCE NUMBER 97-18

**AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE FOR THE
MAINTENANCE AND OPERATION OF A CABLE TELEVISION SYSTEM IN
THE TOWN OF PLEASANT VIEW, TENNESSEE.**

BE IT ORDAINED by Board of Mayor and Aldermen of the Town of Pleasant View, Tennessee as follows:

Section 1. Grant of Non-Exclusive Franchise

There is hereby granted by the Town of Pleasant View and assigned a non-exclusive franchise to Charter Communications II, L.P., d.b.a. Charter Communications, hereinafter referred to as the "Franchisee", to operate and maintain a cable system for a period of five (5) years, with an option to renew for an additional period upon renegotiation and acceptance by both parties.

Section 2. Definitions

For the purposes of this ordinance, the following terms, phrases, words and their derivations shall have the meanings given herein. The word "shall" is always mandatory and not merely directory.

(1) "Town" shall mean the Town of Pleasant View, Tennessee.

(2) "Town Council" shall mean the elected governing body of the Town of Pleasant View, Tennessee.

(3) "Franchise" shall mean the authorization to operate a cable television system, including all mutual rights, duties and obligations of the Franchisee and the Town as contained in this Ordinance.

(4) "Franchisee" shall mean Charter Communications II, L.P., its successor or any affiliated company in accordance with the provisions of this Ordinance.

(5) "Gross Subscriber Receipts" shall mean those receipts derived from the regular basic subscriber service consisting of the carriage of television broadcast signals and non-broadcast signals, subscription premium services, installation and related charges, equipment rent, and pay-per-view.

(6) "System" shall mean those antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment or facilities, designed and constructed within the Town for the purpose of producing, providing,

receiving, transmitting, amplifying and distributing, audio, video and other forms of electronics or directional duplex signals.

Section 3. Grant of Authority

Franchisee shall be given the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over, and under the streets, alleys, public ways now laid out or dedicated and in compatible easements, and all extensions thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the entire area of the Town of a cable system for the integration, sale, and distribution of television, radio and other signals used for the receipt and transmission of information.

Franchisee shall raise or lower wires or equipment upon the reasonable request of any third person, including any person holding a building permit. Expenses associated with raising and lowering the wires or equipment shall be paid by the person requesting the same (except in cases where Franchisee is required to bear the costs under other provisions of this Franchise) and the Franchisee may require advance payment. Franchisee shall be entitled to require that it be given up to 10 days advance notice by the person requesting the movement.

Section 4. Compliance with Applicable Laws

Franchisee shall, at all times during the life of this Franchise, be subject, when not inconsistent with this Franchise, to all lawful exercise of the policy power by the Town and to such reasonable regulation as the Town shall hereafter provide.

Section 5. Compliance with FCC Regulation

Franchisee shall comply with all applicable rules and regulations of the Federal Communications Commission.

Copies of all petitions, applications and communications submitted by the Franchisee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting Cable System operations authorized pursuant to the Franchise, shall be submitted to the Town Council upon request.

Section 6. Compliance with Electrical Standards

Construction and maintenance of the transmission and distribution system including house connections, shall be in accordance with the provisions of the

National Electrical Safety Code of the National Board of Fire Underwriters, and such safety codes as now exist or which may be established in the future. In the event of a conflict among safety codes, the strictest standard shall apply.

Section 7. Service Territory

Franchise shall include the entire area of the Town.

Franchisee's distribution system shall be capable of providing service to all potential subscribers requesting service within the incorporated limits of the Town and shall extend its distribution system to serve additional subscribers in any unserved areas of the Town as of the effective date of this Ordinance whenever the number of unserved homes passed by such extension would exceed twenty (20) homes per mile; provided that such extensions are technically and economically feasible to the Franchisee.

Where the length of a drop cable required to serve an individual residence would exceed 150 feet, the subscriber served by such a drop cable shall pay the cost of installing a feeder cable to a point where the subscriber will receive a signal without degradation of picture quality or reliability.

Section 8. Customer Service

Franchisee shall comply with applicable Federal State and local laws for the protection of privacy of cable subscribers.

Franchisee shall render efficient repair service, and interrupt service only for good cause and for the shortest time possible. A toll free telephone number shall be maintained so that complaints and repair requests may be received by Franchisee at any time. All non-emergency service requests and complaints shall be responded to within 3 days of receipt. All emergencies and/or system outages will be responded to within 24 hours. At the customers' request, a credit for interruption of services beyond 24 hours will be applied to the next billing statement.

Franchisee shall give Town thirty (30) days prior notice of any rate increases, channel lineup changes or other substantive service changes.

The Franchisee shall by appropriate means, as subscribers are connected or reconnected to the system, furnish information concerning the procedures for making inquiries and/or complaints, including the name, address and toll-free telephone number of the franchisee.

The equipment installed by the Franchisee in the subscribers home shall remain the property of the Franchisee and shall be subject to reasonable

inspection and service by the Franchisee at reasonable hours, and removal upon non-payment or termination of the service.

Franchisee will survey its customers to determine the interest levels for any channels considered for inclusion on the Expanded Basic Service package.

Section 9. Cable System Franchise Required Exclusive Contracts Prohibited

A. No CS system shall be allowed to occupy or use the streets or public rights of way of the Town or be allowed to operate without a CS Franchise.

B. No Grantee or other multichannel video programming distributor shall enter into or enforce an exclusive contract for the provision of cable service or other multichannel video programming with any Person, or demand the exclusive right to serve a Person or location, as a condition of extending service to that or any other Person or location.

C. No Grantee or other multichannel video programming distributor shall engage in acts that have the purpose or effect of limiting competition for the provision of cable service or services similar to cable service in the Town, except for such actions as are expressly authorized by law.

Section 10. Community Programming

Franchise shall reserve on one local access/PEG (Public Education, Government) Channel.

Section 11. Service to Town

Franchisee shall provide and maintain one free connection of basic cable service to the Town Hall, fire stations, and to all public and parochial primary and secondary schools located in the Town. The cost of any internal wiring shall be borne by the institution. Additional free connections will be made available to other municipal buildings at the Town's request.

Such connections shall be provided at such times as service can be provided from the Franchisee's existing distribution plant. If a distribution plant extension of the system is required which imposes an undue economic hardship, the Franchisee shall have the right to petition the Town for relief from the service commitments of this section. Service shall be provided to newly constructed Town facilities under the same terms and conditions and as soon as practical, but in no event later than two (2) years from the date of occupancy.

Section 12. Fee to Town

Franchisee shall pay the Town for the privilege of operating a cable system under this franchise five percent (5%) of its gross customer receipts per month, in accordance with the Cable Act. Such percentage shall be payable to the Town on a quarterly basis due no later than 45 days following the end of the period.

Town shall have the right to inspect for up to three previous years the Franchisee's records showing its gross receipts for all services from which its contracted payouts are computed. No acceptance of any payout by the Town shall be construed as a release of or an accord or satisfaction of any claim the Town might have for further or additional sums payable under the terms of this franchise.

Section 13. Conditions on Street Use

Franchisee shall endeavor to obtain rights to use facilities belonging to other franchise holders within the Town. Approval of the assignment of such rights to the Franchisee by such other franchise holders is hereby expressly given by the Town, it being the intention of the Town that the Franchisee will utilize existing public utility facilities where feasible.

All transmission and distribution structure, lines of equipment erected by the Franchisee within the Town shall be located so as not to interfere with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places, and not to interfere with existing public utility installation.

If the Franchisee disturbs any pavements, sidewalks, driveways or other surfacing, it shall, at its own expense, and in the manner provided by the Town, replace and restore all such pavings, sidewalks, driveways or other surfaces of any streets or alleys thus disturbed.

If at any time during the period of this Franchise, the Town shall lawfully elect to alter, or change the grade or alley, or other public way, the Franchisee shall upon reasonable notice by the Town, remove and relocate its poles, wires, cables, underground conduits manholes, and other fixtures at its own expense, and in each instance comply with the requirements of the Town.

Section 14. Indemnification and Insurance

(1) The Franchisee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Liability (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned and hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

(2) The Town shall be added as an additional insured to the above Commercial General Liability and Auto Liability Insurance coverage.

(3) The Franchisee shall furnish the Town with current certificates of insurance evidencing such coverage.

Section 15. Transfer

Franchisee shall promptly notify the Town in the event of any sale or transfer of 25% or more of the voting stock or control of the Franchisee.

Section 16. Notice

Any notices to be sent to the parties hereto shall be sent to the following addresses; unless either party notifies the other in writing of another address:

Mayor David R. Davis
P.O. Box 127
Pleasant View, TN 37146

Attn: Vice President
Government Relations
Charter Communications
12444 Powerscourt Drive
Suite 400
St. Louis, MO 63131

Section 17. Duration and Renewal of Franchise

This Franchise and the rights, privileges and authority hereby granted shall take effect January 1, 1998 at 12:01 a.m. and upon filing of acceptance by the Franchisee, and shall continue in force and effect for a term of five (5) years.

Section 18. Emergency Use of Facilities

In the case of any emergency or disaster, the Franchisee shall upon request of the Town, make available its facilities for emergency use during the emergency or disaster.

Section 19. Public Records

The Town shall have access to records and other like materials of the Franchisee upon reasonable prior notice as mutually agreed upon by the Town and Franchisee.

Section 20. Forfeiture of Franchise

(a) In addition to all other rights and powers pertaining to the Town by virtue of this Franchise or otherwise, the Town reserves the right to terminate and cancel this Franchise and all rights and privileges of the Franchisee hereunder in the event that the Franchisee:

(1) Violates any provision of this Franchise or any rule, order, or determination of the Town Council made pursuant to this Franchise, except where such violation, other than subsection (2) below, is without fault or through excusable neglect;

(2) Becomes insolvent, unable or unwilling to pay its debts, is adjudged a bankrupt;

(3) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the Town.

(b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days written notice to the Grantee and shall in no way affect any of the Town's rights under this Franchise or any provisions of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact shall be made by the Town Council or its representative. Before this Franchise may be terminated and canceled under this section, the Franchisee must be provided with an opportunity to be heard before the Town Council and an opportunity to cure any condition leading to termination or cancellation. If the Franchisee has corrected the condition leading to termination

or cancellation within the thirty (30) days written notice of termination or cancellation, or, if such correction requires more than thirty (30) days, has begun to correct any such condition, this Franchise shall remain in effect.

(c) Prevention or delay of any performance under the Franchise due to circumstances beyond the control of Franchisee or Town including, but not limited to, natural disaster, employee strikes or war shall not be deemed noncompliance with or a violation of this Franchise.

Section 21. Civil Rights

Franchisee shall comply at all times with applicable federal, state and local laws and all executive and administrative orders relating to nondiscrimination, equal employment and affirmative action.

Section 22. Severability

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid, unconstitutional or unenforceable, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof.

Section 23. Integration

This agreement sets forth the entire agreement between the parties respecting the subject matter hereof. All agreements, covenants, representations and warranties, express and implied, oral and written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations and warranties, express or implied, oral or written, have been made by any party to another with respect to the matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements, representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and therein and superseded hereby and thereby. This is an integrated Agreement.

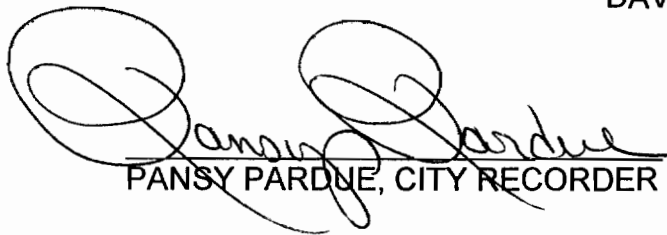
Section 24. Rate Regulation

To the extent that Federal or State Law or regulation may now, or as the same may hereafter be amended to, authorize the Town to regulate the rates for any particular service tiers, service packages, equipment, or any other services provided by the Franchisee, the Town shall have the right to exercise rate regulation to the full extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Town. If and when exercising rate regulation, the Town shall abide by the terms and conditions set forth by the FCC.

PASSED FIRST READING November 11, 1997

PASSED SECOND READING December 9, 1997


DAVID R. DAVIS, MAYOR


PANSY PARDUE, CITY RECORDER

THE CAPTION OF THIS ORDINANCE WAS PUBLISHED IN *THE ASHLAND CITY TIMES*, A NEWSPAPER OF GENERAL CIRCULATION WITHIN THE TOWN OF PLEASANT VIEW, TENNESSEE ON THE 17th DAY OF Dec, 1997.

ACCEPTED BY FRANCHISEE:

Charter Communications II, L.P.

By: CCP II, Inc., Its General Partner

Date: December 19, 1997

By: M. James Bogart

Title: Vice President, Government Relations



CHARTER COMMUNICATIONS

December 19, 1997

The Honorable David R. Davis
Mayor, Town of Pleasant View
P.O. Box 127
Pleasant View, TN 37146

Dear Mayor Davis:

Charter Communications II, L.P., hereby accepts Ordinance #97-18 approved by the Town on December 9, 1997 and agrees to all the terms, conditions and provisions of such Ordinance. Grantee hereby agrees to abide by the aforesaid Ordinance and to observe and perform all the obligations and duties required thereunder.

Signed this 19th day of December, 1997.

Charter Communications II, L.P.
By: CCP II, Inc., Its General Partner

By: 

M. James Bogart
Vice President - Government Relations

Witness: 

