

RECEIVED
2008 JUL 14 AMIC: 46
T.R.A. DOCKET ROOM

July 10, 2008

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

Re: Public Educational Channels

Dear Ms. Cooper:

The City of Spring Hill's Cable Franchise Television Ordinance states in Section 5, Subsection 5.3, that upon request of the City of Spring Hill and in compliance with Section 611 of the Cable Act, the Franchise shall make available channels for public, educational or government use. Also, we could not find any authorization or designation for support payments for PEG.

If you have any further questions, please advise.

Sincerely,

Kenneth Weaver City Administrator

cc: Danny Leverette, Mayor

Kenned Wear



City of White House, Tennessee



105 College Street • White House, TN 37188 www.cityofwhitehouse.com
Phone (615) 672-4350 • Fax (615) 672-2939
"Valuing our Heritage while Protecting our Future"

RECEIVE

2008 JUL 14 AH 10: 46

T.R.A. DOCKET ROOM

July 11, 2008

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

RE: PEG Channel Request for Information for AT&T Application

To Whom It May Concern:

This letter is in response to TRA's receipt of application for a Certificate of Franchise Authority and Official Request for Information. Per CCVSA the City of White House offers 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;
 - The City of White House has (1) one activated and (1) one authorized PEG channel
- (B) The terms of any PEG support payments being provided by the incumbent service provider.
 - The City of White House is not accepting support payments for the PEG channel by the incumbent provider.

If you have any questions, or need additional information, please call me at 615-672-4350, x.2105.

Sincerely.

Angie Carrier

City Administrator

Town of Arlington

P.O. BOX 507 **5854 AIRLINE ROAD**

TOWN HALL; 901-867-2620 • FAX: 901-867-2638

RECEIVED

MAYOR Russell Wiseman

> VICE MAYOR Harry McKee



T.R.A. DOCKET ROOM **ALDERMAN** Oscar Brooks, Sr. **Hugh Lamar** Gerald McGee Michelle Mynatt Brian Thompson

July 11, 2008

Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, Tennessee 37243-0505

Re: Application for Certificate of Franchise Authority and Official Request for

Information

Attn: Lisa Cooper

TRA Programs Manager

Dear Ms. Cooper,

In response to your request for information dated July 3, 2008 and in compliance with Public Chapter 932, please find attached Ordinance 1997-9 approved by the Town of Arlington Board of Mayor and Aldermen on July 17, 1997. See Section 8 – Public, Educational and Governmental Access Channels and Emergency Broadcast Service Required, for specific information requested.

Contact this office with any questions you may have or with any further information needed.

Sincerely,

Recorder/Treasurer

Gerald Lawson, Attorney at Law c.c. Ed Haley, Town Superintendent

ORDINANCE 1997-9

AN ORDINANCE granting a franchise to Time Warner Communications of the Mid-South, a division of Time Warner Cable, a division of Time Warner Entertainment Co., L.P., to build, construct, operate and maintain a cable television system in the Town of Arlington, Tennessee, and setting forth conditions accompanying the granting of this franchise:

Be it ordained by the Mayor and Board of Aldermen of the Town of Arlington, Tennessee, as follows:

- <u>Section 1 -- Title.</u> This Ordinance shall be known and may be cited as the Terms and Conditions of the Cable Television Franchise.
- Section 2 -- Definitions. For the purpose of this Ordinance, and when not inconsistent with the context, words used herein in the present tense include the future; words in plural include the singular, and vice versa. The word "shall" is always mandatory. The captions supplied herein for each section are for convenience only. Said captions have no force of law, are not part of the section, and are not to be used in construing the language of the section. The following terms and phrases, as used herein, shall be given the meaning set forth below:
- (a) "Town" or "Grantor" is the Town of Arlington, a municipal corporation under the laws of the State of Tennessee, or any successor to the Legislative powers of the present Town.
- (b) "Grantee" or "Company" is Time Warner Communications of the Mid-South, a division of Time Warner Cable, a division of Time Warner Entertainment Co., L.P. It is the grantee of rights under this franchise.
- (c) "Franchise" is the rights granted to any person by the Town of Arlington under the terms of this and any agreement entered into by and between the Town of Arlington, Tennessee, and such person according to the terms of this Code.
- (d) "Mayor and Board of Aldermen" is the governing legislative body of the Town of Arlington, Tennessee.
- (e) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (f) "Cable System" or "Cable Television System" means (i) a system of coaxial cables or other electrical conductors and equipment used or to be used primarily to receive or transmit video programming, radio signals, data services, or other programming, originated directly or indirectly or taken off the air, and to transmit them to the subscribers for a fee and (ii) subscriber interaction, if any, which is required for the selection of such video

programming or other programming service. "Cable System" shall not include telephone services.

- (g) "CATV System" shall mean cable system.
- (h) "Corporate Limits" shall include all areas lying within the limits of the Town of Arlington, Tennessee, as from time to time changed by annexation or other legal methods.
- (i) "Federal Communications Commission" or "FCC" is the Federal Commission or Agency created pursuant to the Communications Act of 1934 or its successor agency.
- (j) "Channels" shall mean a group of frequencies in the electromagnetic spectrum capable of carrying an audio-data or an audio-video television signal. Each channel is a block of frequencies containing a six MHz band width.
- (k) "Basic Cable Service" means any service tier which includes the re-transmission of local television broadcast signals, which tier also meets the definition of Basic Service contained in 47 <u>U.S.C.</u> 543(b)(7).
- (l) "Gross Annual Receipts" shall mean all revenue derived directly by the Grantee from or in connection with the operation of the Cable Television System pursuant to this Ordinance; including, but not limited to, gross annual basic cable service receipts, gross annual premium channels receipts, all other service receipts, gross annual advertising receipts, gross annual receipts from data services, use of commercial channels, installation and reconnection fees, and converter and other equipment rentals; provided, however, that this shall not include any taxes on services furnished by the Grantee herein, imposed directly upon any subscriber or user by the state, Town or other governmental entity and collected by the Grantee on behalf of said governmental unit.
- (m) "Town of Arlington" means the present municipal corporation of Arlington, together with any future annexation made pursuant to law. Also referred to as "Town".
- (n) "Ordinance" or "Franchise Ordinance" means this Ordinance which grants a franchise and defines the specific rights and obligations of each party pursuant to the general authority, powers and restrictions of this Ordinance.
- (o) "Streets" shall mean the surface of and all rights-of-way and the space above and below any public street, road, highway, bridge, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive, waterway, dock, wharf, pier, or easement now or hereafter held by the Town for the purpose of public travel and shall include other easements or rights-of-way as shall be now held or hereafter held by the Town which shall, within their proper use and meaning entitle the franchisee to the use thereof for the purposes of installing or transmitting cable television system transmissions over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a cable television system.
 - (p) "Year" means the remaining portion of any calendar year in which a franchise is

granted. Thereafter, "Year" means a full calendar year.

Section 3 -- Grant of Authority.

- (a) The Town warrants it has a right to issue a franchise and the Grantee, by acceptance, acknowledges and accepts the right of the Town to issue the same.
- (b) The Town hereby grants to grantee, subject to the right of amendment as hereinafter provided, the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the Town of a cable system for the interception, retransmission, sale, and distribution of television signals, radio, data, or other electronic signals as may be deemed appropriate by the Grantee, upon the limitations, terms, and conditions in this ordinance contained, as the same may be from time to time amended.
- (c) This franchise award shall not be sublet, assigned or leased, nor shall any of the rights or privileges therein granted or authorized be transferred or assigned, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, title, interest or property therein pass to or vest in any person except the Grantee, either by act of the Grantee or by operation of law, except as provided in Section 18 of this franchise.
- (d) The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive when granted by the Town.

Section 4 -- Compliance With Applicable Laws.

- (a) Grantee, at all times during the life of its franchise, shall be subject to all lawful exercise of the police power by the Town. Unless otherwise prohibited by State or Federal law, or where jurisdiction has been or shall be conferred upon a State or Federal commission, board or body, the Town reserves a right by ordinance or resolution to regulate such cable system as to attachment fees, if any; rates and charges to be paid by the subscribers for the service; the quality of service to be provided subscribers; the rate of construction of facilities so as to serve the territorial area referred to hereinafter; to promulgate rules and regulations and other necessary supervisory procedures to assure prompt completion of the system; to provide service for all citizens of the Town and its police jurisdiction wherever located; to set a schedule of construction that will attain the said completion of such system as hereinabove last stated; and to adopt such other rules and regulations it may now or hereafter lawfully impose in keeping with and not in conflict with applicable State or Federal law, or the lawful rules and regulations heretofore or hereafter adopted by any Federal commission, board or body and/or any lawful State rules and/or regulations lawfully adopted by any State commission, board or body.
- (b) Grantee, its successors and assigns granted a franchise hereunder shall be subject to lawful regulations heretofore or hereafter adopted by the Federal Communications Commission and should it now be or hereafter become subject to the jurisdiction of any other

commission then also to the lawful rules and regulations adopted by such commission and also to the lawful rules and regulations adopted by any similar Federal commission or State regulatory body, having jurisdiction. If the Grantee, its successors or assigns, shall fail to comply with any material Federal and/or State statute, rules, regulations, orders or conditions lawfully vested under Federal law in any Federal regulatory body and/or rules, regulations, orders and conditions lawfully vested in any State regulatory body and/or rules, regulations, orders and conditions lawfully vested in the Town, the Town shall have the right to terminate or cancel any franchise granted hereunder after written notice to the Grantee to correct such failure or default and such failure or default shall continue for a period of time specified in such notice, not less than ninety (90) days.

- <u>Section 5 -- Franchise and Area.</u> Any franchise granted hereunder relates to the present Town limits of the Town and to any area hereafter added thereto during the term of any franchise granted hereunder.
- <u>Section 6 -- Services.</u> The cable television system provided by the Grantee shall have a bandwidth of no less than 550 MHz.

<u>Section 7 -- Customer Service and Signal Quality Requirements.</u> The Grantee shall:

- (a) Comply with the technical standards provided by the Federal Communications Commission at 47 <u>C.F.R.</u> 76.601 through 76.609, as from time to time amended.
- (b) Limit failures which leave 5 or more subscribers with no cable service to a minimum by locating and correcting such malfunctions properly and promptly, but in no event longer than twenty-four (24) hours after notice unless prevented by an act of God.
- (c) Demonstrate by instruments or otherwise to subscribers that a signal of adequate strength and quality is being delivered.
- (d) In the case of any outage from any cause in which one or more customers are completely without cable service for 24 hours or more, and where timely notice of such outage is provided to the Grantee by the customer(s) involved, calculate a <u>pro rata</u> reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.
- (e) Comply with the Customer Service and Consumer Protection Standards at 47 <u>C.F.R.</u> 76.309, as from time to time amended by the Federal Communications Commission.

<u>Section 8 -- Public, Educational & Governmental Access Channels and Emergency Broadcast Services Required.</u>

(a) The Grantee shall provide, without charge and subject to the rules and regulations of the Federal Communications Commission, an Emergency Alert Service whereby the Town can interrupt service on all channels in order to make such public emergency communications as it deems necessary.

(b) Grantee shall reserve a minimum of one channel for public, educational and governmental (PEG) access use. With prior approval of the Town, such channel(s) may be used by Grantee for other purposes when not required by PEG users. Grantee shall make available to PEG users, subject to advance scheduling and during Grantee's normal business hours, its studio facilities and equipment in Memphis at no charge to the Town. The Town shall assume all responsibility for regulation and/or scheduling the use of the PEG channel(s) by any and all users.

Section 9 -- Indemnification. Grantee shall indeminify and hold the Town harmless from all loss sustained by the Town on account of any suit, judgment, execution, claim or demand whatsoever against the Town resulting from negligence on the part of Grantee in the construction, operation or maintenance of its cable television system in the Town; and for this purpose Grantee shall carry property damage and personal injury insurance with some responsible insurance company or companies qualified to do business in the State of Tennessee and Grantee shall submit proof of same to the Town. The certificate of insurance shall name the Town and its agents as an additional insured under said insurance. The amounts of such insurance to be carried for liability due to property damage shall be \$100,000 as to any one occurrence; and against liability due to injury to or death of person, \$250,000 as to any one person and \$500,000 as to any one occurrence. The Town shall notify Grantee, in writing, within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any negligence as aforesaid on the part of Grantee. Where any such claim or demand against the Town is made by suit or legal action, written notice thereof shall be given by the Town to Grantee not less than five (5) days prior to the date upon which an answer to such legal action is due or within ten (10) days after the claim or demand is made upon the Town, whichever notice period yields Grantee the larger amount of time within which to prepare an answer.

Section 10 -- Construction & Maintenance.

(a) All structures, lines and equipment erected by Grantee within the Town shall be so located 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.

Existing poles, posts, conduits, and other such structures of any electric power system, telephone company, or other public utility located in the Town shall be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities. The Town shall actively assist Grantee to the fullest extent necessary in obtaining reasonable joint pole or conduit use agreements from the owners of existing poles or conduits. To the extent that existing poles, posts, conduits, and other such structures are not available, or are not available under reasonable terms and conditions, including excessive cost or unreasonable limitation upon the use of Grantee's cable television system, Grantee shall have the right to purchase, lease, or in any other manner acquire land, rights-of-way, or public utility easements upon or under which to erect and maintain its own poles, conduits, and other such structures as may be necessary for the construction and maintenance of its cable television system. Where all other existing utilities are underground, Grantee shall locate its facilities underground.

- (b) In case of any disturbance by Grantee of pavement, sidewalk, driveway or other surfacing, Grantee shall, at its own cost and expense and in a manner approved by the Town, replace and restore all paving, sidewalk, driveway or surface so disturbed in as good condition as before said work was commenced.
- (c) Grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its lines to permit the moving of the building. The expense of such temporary removal shall be paid by the person requesting the same, and Grantee shall have the authority to require such payment in advance.
- (d) All poles, lines, structures and other facilities of Grantee in, on, over and under the streets, sidewalks, alleys, public utility easements and public grounds or place of the Town shall be kept by Grantee at all times in a safe condition.
- (e) When the Town undertakes any reconstruction, realignment or any other work on Town streets which would require relocation or modification of Grantee's poles, wires or other facilities, Town shall notify Grantee, and Grantee shall be responsible for such relocations of Grantee's facilities.
- <u>Section 11 -- Service Extension.</u> Grantee agrees to extend its cables to provide additional service within the corporate limits of the Town of Arlington so as to make the service available to all residential occupancies where the built density is 25 homes per mile or higher.
- Section 12 -- Amendments & Supplemental Agreements. It shall be the policy of the Town to amend the Franchise, upon application of the Grantee, when necessary, to enable the Grantee to take advantage of any development or developments in the field of transmission of television and radio signals which will afford it an opportunity to more efficiently, effectively or economically serve its customers. Provided, however, that this section shall not be construed to require the Town to make any amendment. Amendments and supplement agreements shall be made in writing and approved by both parties.
- <u>Section 13 -- Filings & Communications With Regulatory Agencies.</u> Copies of all petitions, applications, registrations and responses to complaints submitted by the Grantee to the Federal Communications Commission affecting the Town of Arlington shall also be submitted simultaneously to the Town.

Section 14 -- Maps, Plats & Reports.

- (a) The Grantee shall file with the Town Recorder a true and accurate map or plat of all existing and proposed plant extensions. Such map or plat shall be updated upon request.
- (b) The Grantee shall file annually with the Town, or its designee, not later than ninety (90) days after the end of the company's fiscal year, an income statement applicable to the operations within the Town during the preceding twelve month period, and a revenue statement. There shall be submitted along with them such other reasonable information as the Town shall request with respect to the company's properties and expenses related to its CATV operations within the Town.

- (c) The Grantee shall at all times keep on file with the Town Recorder a current list of its partners and stockholders with an interest of 10% or greater, its officers and directors and bond holders.
- Section 15 -- Franchise Term & Renewal. This franchise shall take effect and be in full force from August 1 , 1997 and after acceptance by Grantee as provided in Section 20, and the same shall continue in full force and effect for a term of fifteen (15) years.
- Section 16 -- Forfeiture. If Grantee should violate any material terms, conditions, or provisions of this franchise or if Grantee should fail to comply with any material provisions of any ordinance of the Town regulating the use by Grantee of the streets, alleys, public utility easements or public ways of the Town, and should Grantee further continue to violate or fail to comply with the same for a period of ninety (90) days after Grantee shall have been notified in writing by the Town to cease and desist from any such violation or failure to comply so specified, then Grantee may be deemed to have forfeited and annulled and shall thereby forfeit and annul all the rights and privileges granted by this franchise; provided, however, that such forfeiture shall be declared only by written decision of the Mayor and Board of Aldermen after an appropriate public proceeding before the Mayor and Board of Aldermen affording Grantee due process and full opportunity to be heard and to respond to any such notice of violation or failure to comply; and provided further that the Mayor and Board of Aldermen may, in its discretion and upon a finding of violation or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation or failure to comply upon a showing by Grantee of mitigating circumstances. Grantee shall have the right to appeal any finding of violation or failure to comply with any resultant penalty to any court of competent jurisdiction, as provided in 47 U.S.C. 555. In the event that forfeiture is imposed upon Grantee, it shall be afforded a period of six (6) months within which to sell, transfer, or convey this cable television system to a qualified purchaser at fair market value. During this six (6) month period, which shall run from the effective date of the final order or decision imposing forfeiture, including any appeal, Grantee shall have the right to operate this cable television system pursuant to the provisions of this franchise.
- Section 17 -- Surrender Right. Grantee may surrender this franchise at any time upon filing with the Town Recorder a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties and liabilities of Grantee in connection with this franchise shall terminate. Further, should the Grantee, his and/or its successors and assigns discontinue the business for which this franchise is granted, all poles, wires, cables and other devices shall be removed without expense to the Town, within ninety (90) days after demand for such removal is made by the Town.
- Section 18 -- Transfers. All of the rights and privileges and all of the obligations, duties and liabilities created by this franchise shall pass to and be binding upon the successors of the Town and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the Mayor and Board of Aldermen, which approval shall not be unreasonably withheld, in compliance with the requirements of 47 U.S.C. 537(e); provided, however, that this Section shall not prevent the assignment or hypothecation of the franchise by Grantee as security for debt without such approval; and provided further that transfers or assignments of this franchise between any parent and

subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons, or entities shall be permitted without the prior approval of the Mayor and Board of Aldermen.

Section 19 -- Franchise Fee. In consideration of the terms of this franchise, and in conformity with 47 <u>U.S.C.</u> 542, Grantee agrees to pay the Town a sum of money equal to five percent (5%) of Grantee's gross annual receipts per year. Such sum shall be payable quarterly, no later than the 45th day following the end of the quarter. This payment shall be in addition to any other tax or payment owed to the Town by Grantee, including ad valorem or business taxes.

Section 20 -- Effective Date and Acceptance. This Ordinance shall become effective on August 1 _____, 1997 and, after acceptance by Grantee, shall then be and become a valid and binding contract between the Town and Grantee; provided, however, that this Ordinance shall be void unless Grantee shall, within ninety (90) days after the final passage of this Ordinance as provided in Section 22, file with the Town Recorder a written acceptance of this Ordinance and the franchise herein granted, agreeing that it will comply with all of the provisions and conditions hereof and that it will refrain from doing all of the things prohibited by this Ordinance.

<u>Section 21 -- Severability.</u> If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or state court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

<u>Section 22 -- Passage and Effective Date.</u> For purposes of becoming a law, this ordinance shall be effective fifteen (15) days from and after its final passage, the public welfare requiring it. For all other purposes, it shall be effective as provided for in Section 20 above.

1st Reading	
2nd Reading 7-17-97	7-17-97
George M. Horton, Mayor	Date
Attest:	
Dona B. Watts	
Dona B. Watts, Recorder	



RECEIVED

County Government AMI 13: 43 Montgomery

Carolyn P. Bowers Mayor

1 Millennium Plaza, Suite 205

Clarksville, Tennessee 37041-0368 T.R.A. DOCKET ROPAPE: (931) 648-5787

July 11, 2008

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

Re: PEG Information

Dear Sir/Madam:

In response to your letter dated July 3, 2008, a copy of which is attached hereto, Montgomery County does not have any PEG channels or PEG support payments according to the provisions of CCVSA.

Please contact me if you need any further information.

Sincerely,

County Mayor

CPB/dg Enclosure

TENNESSEE REGULATORY AUTHORITY





Montgomery County ATTN: County Mayor Carolyn Bowers P.O. Box 368 Clarksville, Tennessee 37041

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

Dear Mayor Bowers:

On July 1, 2008, Public Chapter 932, ¹ also known as the Competitive Cable and Video Services Act (the "CCVSA"), which was enacted by the 105th 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. . ."²

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

.

¹ 2008 Tenn. Pub. Acts 932.

² CCVSA § 10(a).