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City of Red Bank

3117 Dayton Boulevard P.O. Box 15069 Red Bank, Tennessee 37415 423.877.1103

TRA DOCKET ROOM

July 14, 2008

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

Re: PEG CHANNEL INFORMATION FOR THE CITY OF RED BANK PER CCVSA FOR AT&T

Gentlemen:

Please be advised that the City of Red Bank received notification from AT&T regarding their franchise application on July 8, 2008. Pursuant to the TRA official request for information:

- (a) The City of Red Bank has one activated PEG channel with our franchise agreement with Comcast Communications and only one channel is authorized to be activated;
- (b) No PEG support payments are required under the Comcast franchise agreements.

If you have any additional questions or concerns, please feel free to contact me.

Sincerely,

Christopher J. Dorsey

City Manager





T.R.A. DOCKET ROMEhester, Tennessee 37355

July 14, 2008

TRA

Attn: Docket Room Re: 08-00115 460 James Robertson Pkwy Nashville, TN 37243

To whom it may concern:

Enclosed is the requested information regarding the franchise agreement for the City of Manchester with Charter Communications.

Please let me know if I can be of further assistance.

Sincerely,

Amy Loyd

Executive Administrative Assistant

Office of the Mayor

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ORDINANCE NO. $\frac{722}{100}$ Sponsor: Michael Anderson

AN ORDINANCE CONTINUING A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN COAXIAL CABLES, CONTROL WIRES AND ASSOCIATED APPLIANCES UPON, ALONG, THROUGH, UNDER AND OVER THE STREETS, ALLEYS, BRIDGES AND PUBLIC PLACES OF THE CITY OF MANCHESTER, TENNESSEE.

WHEREAS, William O. Neal applied to the City of Manchester, Tennessee on January 19, 1966 for a franchise granting the right, privilege and authority to install, operate and maintain community antenna and closed-circuit electronic cables including poles, signal control wires and fixtures for providing TV video-audio and/or music where necessary upon, along, through, over and under the streets, alleys, bridges and public places of the City of Manchester and

WHEREAS, a second non-exclusive application for franchise was made by Bob St. John, C.A. Chellstorp and James Riddle on September 18, 1979, and

WHEREAS, both franchises were granted for a specific term ending on January 19, 1996 with the option for renewal for thirty additional years upon faithful performance of the covenants and conditions of those franchises, and

WHEREAS, American Cable TV Investors 5, LTD, a Colorado limited partnership, d/b/a United Artists Cable is the successor of both William O. Neal and Bob St. John, C.A. Chellstorp and James Riddle and it, and the persons or companies assigning those franchise rights to American Cable TV Investors 5, LTD, a Colorado limited partnership, d/b/a United Artists Cable have faithfully performed according to the covenants and conditions of those franchise agreements, and

WHEREAS, the franchisee has committed to the City of Manchester, that it will tape-record and rebroadcast it's City Board meetings during the term of the this franchise agreement and beginning within 90 days after execution of the franchise renewal.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that American Cable TV Investors 5, LTD, a Colorado limited partnership, d/b/a United Artists Cable, its successors and assigns, be granted a continuation franchise for the right, privilege and authority to install, operate and maintain community antenna and closed-circuit electronic cables including poles, signal control wires and fixtures for providing TV video-audio and/or music where necessary upon, along, through, over and under the streets, alleys, bridges and public places of the City of Manchester upon the terms and conditions hereinafter provided.

SECTION 1. The poles used for said cables, wires and fixtures when and where practical shall be those erected and maintained by the South Central Bell Telephone Company and Duck River Electric Membership Cooperative provided satisfactory rental agreements can be entered into with those utilities. All streets, sidewalks and other public ways that may be disturbed or damaged in construction of said lines shall be promptly replaced or repaired by the franchisee, its successors and assigns, at it's own expense and according to the specifications approved by and to the satisfaction of the City of Manchester, Tennessee.

SECTION 2. All cables, wires, fixtures and other installations erected under the provisions hereof shall comply with and meet the minimum standards provided by the ordinances of the City of Manchester from time to time adopted and including the Standard Codes adopted by ordinance by the City of Manchester.

SECTION 3. The franchisee, or its successors or assigns, agrees as a part of this continuation of its franchise agreement to taperecord and rebroadcast City Board meetings during the term of the this franchise agreement without cost to the City of Manchester, Tennessee and beginning within 90 days after execution of the franchise renewal. If that broadcast is ever discontinued during

the term of this franchise agreement, then it can be renewed upon 90 days written notice to the present franchisee under the same terms and conditions contained in this ordinance.

SECTION 4. The franchisee shall be subject to all ordinances now in force or hereafter adopted relative to the use of highways, streets, alleys, bridges and other public places of the City of Manchester, Tennessee and will pay to the City of Manchester a license tax derived from monthly service fees equal to a percentage of the gross revenue realized from customers inside the City of Manchester, Tennessee. The percentage of the license tax shall be between Three (3%) percent and Five (5%) percent of gross revenue with the percentage being determined by the amount included in it's budget ordinance for each fiscal year with the percentage changes in gross revenues to be effective on October 1 of each year following the passage of the budget ordinance at the beginning of each fiscal year on July 1.

SECTION 5. The franchisee shall hold the City of Manchester safe and harmless from all damages arising by reason of negligence in the construction, maintenance and operation of cables and lines.

SECTION 6. The rights, privileges and franchise hereby granted are granted for the term of thirty years from and after January 19, 1996 and are non-exclusive.

SECTION 7. This franchise shall be revoked and deemed null and void if the franchisee is ever unable to provide service for the public or the conditions of this ordinance are not being complied with by the company.

SECTION 8. Each provision contained in this ordinance is intended to be severable and if any one or more thereof should be invalid for any reason, the rest shall nevertheless stand and be fully effective.

BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF MANCHESTER, TENNESSEE that this ordinance shall take effect on and after its publication and passage, the public welfare of the City of Manchester, Tennessee requiring it.

PASSED FIRST READING: November 1, 1994.

PASSED SECOND READING AS AMENDED: November 15, 1994.

PASSED THIRD READING AS AMENDED:

December 6, 1994.

LONNIE J. NORMAN, MAYOR

ATTEST:

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