

# City of Church Hill

P.O. BOX 366 • CHURCH HILL, TENNESSEE 37642 • (423) 357-6161

September 23, 2008

08-00169

REC'D  
2008 SEP 24 PM 2:27  
T.R.A. LOUDET ROOM

Ms. Lisa Cooper  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

Dear Ms. Cooper:

This letter is to give notice of the PEG channels and other services per our franchise agreement with Charter Communication, LLC. The agreement calls for the reserve of one access/PEG channel and free connection of basic cable to the City Court House, fire stations and to all public and parochial primary and secondary schools. Following is a list of schools.

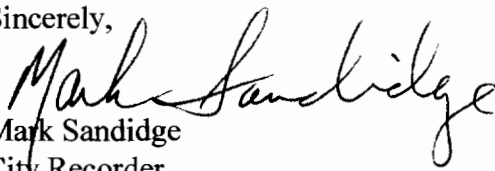
1. Church Hill Elementary
2. Carters Valley Elementary
3. Church Hill Middle School
4. Volunteer High School

We also have a main fire station at City Hall and a station located off Fudges Chapel Road.

Please find enclosed a copy of the section from the agreement which pertains to the above.

If you need anything more please call me at 423-357-6161 ext.2.

Sincerely,

  
Mark Sandidge  
City Recorder

Enclosure

## **Section 10. 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 five (5) days of receipt. All emergencies and/or system outages will be responded to within twenty-four (24) hours.

Franchisee shall give City thirty (30) days prior notice of any rate increases, channel lineup 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 subscriber's 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.

## **Section 11. Community Programming.**

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

## **Section 12. Service to City.**

Franchisee shall provide and maintain one free connection of basic cable service to the City Court House, fire stations, and to all public and parochial primary and secondary schools located in the City. The cost of any internal wiring shall be borne by the institution.

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 City for relief from the service commitments of this Section. Service shall be provided to newly constructed City 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 13. Fee to City.**

Franchisee shall pay to the City for the privilege of operating a cable system under this Franchise three percent (3%) of its gross basic service receipts, in accordance with the Cable Act. Such percentage shall be payable to the City on an annual basis due no later than ninety (90) days following the end of the period.