

# Town of Selmer, Tennessee

## Aldermen

John Smith  
John Finlayson  
Paul Simpson  
Lloyd Tennyson  
Edward Smith

DAVID ROBINSON, Mayor  
ANN HENDERSON, Recorder

REC-1111  
SEP 26 PM 2:42  
T.R.A. DOCKET ROOM  
Neal Burks, Chief of Police  
David Dillingham, Fire Chief  
Terry Abernathy, Attorney  
Bill Webb, City Judge  
Jim Replogle, Building Inspector  
Theadies Sebree, Street Dept.  
Mike Dickey, Sanitation Dept.

September 24, 2008

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

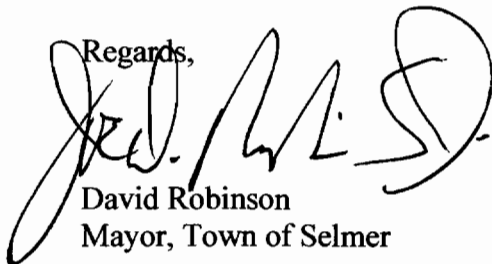
ATTN: Docket Room (08-00169)

Gentlemen:

In response to your letter dated September 19, 2008 regarding the requirements under the CCVSA as it pertains to PEG channels, currently Charter Communications does not provide any PEG channels to the Town of Selmer. Enclosed is a copy of the Franchise Agreement with Charter Communications for your review.

Please let me know if you require additional information.

Regards,



David Robinson  
Mayor, Town of Selmer

## FRANCHISE AGREEMENT

THIS AGREEMENT, effective this 5th day of May, 1993, is between the Town of Selmer, Tennessee, a municipal corporation of the State of Tennessee, hereinafter called "TOWN", and Cablevision Industries of Tennessee, L.P., with corporate office located at One Cablevision Center in Ferndale, New York, setting forth conditions accompanying the grant of franchise, and providing for regulations of the said system by said Town.

### SECTION 1: Short Title.

This Ordinance shall be known and may be cited as the Franchise Agreement.

### SECTION 2: Definitions.

Except as provided below, the terms, phrases, words, and their derivations used in this Agreement shall have the meaning given in the Selmer Cable TV Ordinance. If not defined therein, the term shall have the meaning defined in the Cable Act, and if not defined therein, such undefined term shall be construed to reflect common usage as would apply, especially in the cable television industry where applicable:

"Cable Act" is the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 et seq. as it may be amended from time to time.

"Cable Ordinance" is Ordinance No. 418 of the Code of Ordinances of the Town of Selmer, Tennessee.

"Grantee" or "Franchisee" is Cablevision Industries of Tennessee, L.P., or its lawful successor, transferee or assignee.

"Proposal" is a plan describing and offering cable television service to the community and presented to the Town by an applicant for a franchise.

SECTION 3: Grant of Authority.

(a) There is hereby granted by the Town to the Franchisee the right and privilege to construct, operate, maintain and extend a cable system to all places within the Town. The rights granted hereunder shall be non-exclusive and shall not be transferred or assigned without the prior approval of the Town as specified in the Selmer Cable Ordinance.

(b) The Grantee shall have the right to use and occupy roads, streets, alleys, public ways and easements for the purposes of installing and maintaining it wires, cables, and associated equipment in or on poles, by direct burial, or in underground conduits as necessary for the operation of the cable system. This authority, however, does not obviate the need for obtaining permits from the Town for construction involving the disturbance of public streets, sidewalks or thoroughfares and for compliance with all Town regulations and requirements relative to construction and operation of facilities in the public rights-of-way.

(c) (1) The Franchisee may enter into one or more contracts with the Light, Gas and Water Utilities in the Town, the Telephone company or the owner or lessee of any poles or posts located within the Town, to whatever extent such contracts may be expedient and of advantage to the Franchisee in furnishing the service covered by this franchise to its customers.

(2) The Franchisee's system poles, wires, and appurtenances shall be located, erected and maintained so that none of it shall endanger or interfere unnecessarily with the lives of persons, or interfere unnecessarily with any improvements the Town may deem proper to make, or hinder unnecessarily or obstruct the free use of the streets, alleys, bridges, easements or public property.

SECTION 4: Compliance with Applicable Laws and Ordinances.

(a) The Franchisee shall, at all times during the life of this Agreement, be subject to all lawful exercise of the police power by the Town consistent with the Franchisee's contractual rights and shall be required to comply fully with all federal and state statutes and regulations governing cable communications. Franchisee agrees to all rules and regulations as required by the Cable Television Consumer Protection and Competition Act of 1992 regarding the number of channels and programming services carried on the Franchisee's cable system.

(b) The Franchisee voluntarily makes the following express representations:

(1) It accepts and agrees to all the provisions of the Cable Ordinance in effect as of the date hereof as to construction, technical standards, operation, and maintenance, and rate structures, if permitted by law, which are included in this Agreement.

(2) Subject to Section 4 hereof, it recognizes the right of the Town to make reasonable amendments to the Selmer Cable

Ordinance in effect as of the date hereof during the term of this Agreement upon thirty (30) days notice to the Franchisee, or without notice with respect to an emergency amendment.

- (3) It expressly recognizes and agrees that it has considered all the provisions of the Selmer Cable Ordinance in effect as of the date hereof and agrees to be bound by the same throughout the term of this Agreement.

(c) The authority granted under this Agreement is subject to the Town's Cable Ordinance. By its acceptance of the terms of this Agreement, the Grantee accepts without reservation, and agrees to abide by, the requirements of said Selmer Cable Ordinance in effect as of the date hereof, which requirements are incorporated herein by reference. Grantee also accepts and agrees to abide by all subsequent amendments of the Selmer Cable Ordinance provided that such amendments do not have a material adverse effect on the Grantee's economic condition or abrogate any contractual rights of the Grantee contained herein.

#### SECTION 5: Provision of Services.

(a) Consistent with the requirements of the Selmer Cable Ordinance, upon request the Franchisee shall extend cable service to all residences within the corporate limits of the Town as they exist on the effective date of this Agreement provided that all such residences are served by electric power and/or telephone. Any line extensions necessary to comply with this requirement, shall be completed within one (1) year of the effective date of this Agreement.

Franchisee shall extend cable service to residences subsequently built within or annexed into the Town limits within one (1) year of such time as the housing density within the area sought to be served equals or exceeds 20 residences per mile of cable plant required to serve such residences, as measured from the closest terminal point of Franchisee's activated distribution lines.

In instances where in order to serve a subscriber a cable line must be extended in excess of 150 feet above and/or underground, the Franchisee will provide service to the subscriber predicated upon terms mutually agreeable.

In the event, however, that the owner of a residence subsequently built within or annexed into the Town limits should desire cable service and the housing density in the vicinity of his residence should be less than 20 residences per mile of cable plant, Franchisee shall extend cable service to such residence for a price and under such terms and conditions as are mutually agreed to between the owner and Franchisee.

✓(b) The Franchisee shall extend free full basic cable via one (1) standard aerial drop to all public schools, police stations and fire stations located within the Town and to the Selmer Civic Center, Town Hall and Jack McConnico Library.

#### SECTION 6: Insurance, Bonds and Indemnification.

(a) On or before the effective date of this Agreement, Grantee shall:

- (1) furnish the Town a check in the amount of \$2,000.00 which shall be used to establish a security fund in satisfaction of Section 10 of the Ordinance;

(2) furnish the Town Attorney proof that Grantee has complied with the insurance provisions of Section 10 of the Ordinance.

(b) The insurance and indemnification as specified in Section 11 of the Selmer Cable Ordinance shall apply. Within the period of time specified in Section 10 below, the appropriate instruments of insurance in a form approved by the Town Attorney, must be filed with the Town.

SECTION 7: Liability and Indemnification. The Franchisee expressly agrees that it will pay all damages and penalties which the Town may legally be required to pay as a result of the Franchisee's negligence in the installation, operation or maintenance of the Cable Television System authorized herein. The Town shall notify the Franchisee's local representative in writing fifteen (15) days after the presentation of any claim or demand to the Town, either by suit or otherwise, made against the Town on account of any negligence as aforesaid on the part of the Franchisee. The Franchisee shall carry and pay the costs of the following liability insurance in support of its undertaking to hold the Town harmless from loss sustained by either on account of the negligence of the Franchisee, in the amounts indicated below for injury to or death of persons and injury to or destruction of property:

- (1) For bodily injury, including death, \$500,000.00 for any one person, and \$1,000,000.00 for any one accident;
- (2) For property damage \$500,000.00; and
- (3) For damages resulting from any liability of any nature that may arise from or be occasioned by operation of the cable system, including any communication over the cable

system, excepting programming on access channels,  
\$500,000.00

The Franchisee shall comply with all the provisions of the Workman's Compensation Law of the State of Tennessee as well as all other laws governing franchises of cable television.

SECTION 8: Emergency Use of Facilities.

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

SECTION 9: Other Business Licenses.

This Agreement authorizes only the operation of a cable system as provided for herein, and does not take the place of any other franchise, license, or permit which might be required of the Grantee by law.

SECTION 10: Duration and Acceptance of Agreement.

This Agreement and the rights, privileges, and authority hereby granted shall take effect and be in force from the effective date of this Agreement and shall continue in force throughout its term provided that within thirty (30) days after said effective date the Grantee shall provide evidence of satisfactory compliance with payment of the Town's franchise renewal costs and insurance requirements hereof.

SECTION 11: Franchise Fees.

Within 60 days of the end of each calendar quarter, the Franchisee shall pay to the Town a franchise fee in the amount of three percent (3%) of its annual gross receipts during the previous calendar quarter from subscribers in the Town. Provided, however, that this franchise



fee shall not include any taxes on services furnished by the Franchisee and collected on behalf of any local, state, or federal governmental body. The payment shall be accompanied by a statement showing in detail the revenues upon which the franchise fee was computed.

SECTION 12: Rate Regulation.

The Town shall have the right to regulate the rates charged by the Franchisee to the extent permitted by law. The Town and Franchisee agree that in the event changes in federal law broaden or otherwise increase the authority of municipalities to regulate rates beyond the level existing as of the effective date of this Agreement, the rates in effect at such times will remain unchanged, except as such rates may be increased subject to prevailing law.

SECTION 13: Reports.

Within 90 days of any written request by the Town, the Franchisee shall file with the Town the reports required by Section 14 of the Selmer Cable Ordinance.

SECTION 14: Customer Service.

A current copy of all rules and regulations promulgated by the Franchisee relative to subscriber service shall be maintained on file with the Town's Recorder. The Town reserves the right to establish such additional reasonable customer service requirements as may be permitted by law.

SECTION 15: Negotiated Provisions.

(a) It is hereby agreed that the Mayor and Board of Aldermen of the Town of Selmer reserve the right to require the Franchisee to open a

business office in the Town, upon terms mutually agreeable by both parties, in the event that the quality of the Franchisee's service fails to meet industry standards.

Franchisee shall also maintain a toll free telephone line and number to Franchisee's regional office located in Jackson, Tennessee. When the business office is closed, an answering machine or service capable of receiving complaints and inquiries shall be employed. Any complaints from subscribers regarding cable television service shall be acted upon as expeditiously as possible after receipt. The Franchisee shall keep a maintenance service log which will indicate the nature of each service complaint, the date and time it was received, the disposition of said complaint and the time and date thereof. The Mayor of the Town or his designee, has primary responsibility for the continuing administration of the franchise and of the reasonable implementation of the foregoing complaint procedures. Notice of the Franchisee's complaint procedures will be given by Franchisee to each new subscriber at the time of the initial regular subscription to the cable system.

(b) In order to promote its services to residents of the Town, the Franchisee shall specifically be allowed to conduct marketing programs using door-to-door sales and/or telemarketing, during reasonable hours and in addition to other marketing methods available to the Franchisee.

#### SECTION 16: Conflicts.

In the event of a conflict between this Agreement and the Selmer Cable Ordinance, the Selmer Cable Ordinance shall prevail unless this

Agreement explicitly provides for an exception or waiver of an Ordinance provision.

SECTION 17: Transfer or Assignment of Franchise.

This franchise may not be transferred or assigned without the prior approval of the Town, which approval shall not be unreasonably withheld; provided, however, that no approval shall be required for a transfer or assignment to a company controlling, controlled by or under common control with the Franchisee.

SECTION 18: Procedures.

(a) Any inquiry, proceeding, investigation or other action to be taken or proposed to be taken by the Town Council in regard to the operations of Franchisee's cable television system shall be taken only after thirty (30) days public notice of such action or proposed action is published in a local, daily or weekly newspaper having general circulation in the Town, a copy of such action or proposed action is served directly on Franchisee and the Franchisee has been given an opportunity to respond in writing and/or at a hearing as may be specified by the Town Council, and general members of the public have been given an opportunity to respond or comment in writing on the action or proposed action.

(b) The public notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by

the Town Council. If a hearing is to be held, the public notice shall give the date and time of such hearing, whether public participation will be allowed and the procedures by which such participation may be obtained. The Grantee is a necessary party to any hearing conducted in regard to its operations.

SECTION 19: Notices.

All formal notices under this Agreement shall be delivered by hand, U.S. mail (certified or registered), or any courier service that verifies the date of delivery and shall be considered given upon the date of receipt. Notices sent to the Town shall be addressed to the Town Recorder with a copy to the Town Attorney. Notices sent to the Franchisee shall be addressed to its local office to the attention of General Manager.

SECTION 20: Miscellaneous Provisions.

(a) Whenever this Agreement shall set forth any time for an act to be performed by or on behalf of the Franchisee, such time shall be deemed of the essence.

(b) This Agreement may not be amended except by written instrument executed by both parties hereto.

(c) This Agreement shall be interpreted under the laws of the State of Tennessee.

(d) If any provision of this Agreement is found by any court, government agency or other body having jurisdiction to be invalid, illegal or unenforceable, the parties shall negotiate appropriate changes to such provision, and the remaining provisions, to the extent practical, shall remain in full force and effect.

SECTION 21:

Nothing in this permit or license shall be construed to mean that the Franchisee shall be responsible for any interruption of signal or service arising from an Act of God, strikes, riots, acts of a common enemy, or for any other reason beyond the control of the Franchisee. The Franchisee further agrees to seek to operate the system in accordance with the technical standards recommended by the National Cable Television Association.

SECTION 22: Terms of Agreement.

This Agreement shall take effect on the 5th day of May, 1993 and shall continue in effect for an initial term of ten (10) years, ending on 5th day of May, 2003, subject to Franchisee's complying with the terms of this Agreement. In the event that Franchisee shall not have committed a material breach of this Franchise Agreement during the initial term, then, in such event, the Franchise Agreement shall automatically renew its term for an additional ten (10) years. Notwithstanding anything to the contrary stated hereinabove, and prior to the automatic renewal of the Franchise Agreement as set forth above, Town shall be entitled to assess its cable television related needs and requirements existing as of the end of the initial term and to require Franchisee, as a condition to the renewal of the initial term, to provide such additional services or performance as is reasonably required to fulfill and satisfy the Town's additional cable television related needs and requirements. In the event that additional investment in and/or improvements to the cable television system are required by

Franchisee in order to fulfill and satisfy the Town's additional cable related needs and requirements, and Franchisee demonstrates that a period of time greater than ten (10) years is required in order to allow Franchisee a reasonable return on such additional investment and improvements, then in such event, the renewal term shall be extended for such additional time greater than ten (10) years as is determined to be required for Franchisee to obtain such reasonable return on its investment.

SECTION 23: Liquidated Damages.

If during the term of this Agreement, Franchisee should (a) fail to file reports or supply information as required by Section 13 hereof; (b) fail to maintain insurance or replenish security fund as required by Section 6 and Section 7 hereof; (c) fail to achieve or maintain technical performance as required by Selmer Cable Ordinance, the Town shall be entitled to demand the cure of any such failures by the tender of sixty (60) calendar days written notice to Franchisee. If Franchisee should fail to cure its failure or failures within the said sixty (60) calendar days, Town, by resolution of its governing board, shall be entitled to assess the following liquidated damages and collect the same from the Security Fund established pursuant to Section 10 of the Ordinance:

(a) Failure to file reports or supply information as required by Section 13 hereof -- \$50.00 per day.

(b) Failure to maintain insurance or replenish security fund/ performance as required by Section 6 hereof -- \$100.00.

SECTION 24: Activities Prohibited.

The Franchisee shall not allow its cable or other operations to interfere with television reception of persons not served by the Franchisee.

SECTION 25: Separability.

If any section, subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any Court of competent jurisdiction or any regulatory agency with jurisdiction over the system, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 26: Captions.

The captions to sections of this Agreement are inserted solely for information and shall not affect the meaning or interpretation.

IN WITNESS WHEREOF, the parties hereto have set their hands and  
seals as follow:

TOWN OF SELMER, TENNESSEE

By: 

Mayor

ATTEST:



Town Recorder

CABLEVISION INDUSTRIES OF  
TENNESSEE, L.P.

Witness:

By:

President

\_\_\_\_\_



121 EAST MAIN STREET, SUITE 301  
P.O. Box 2508  
JACKSON, TENNESSEE 38302-2508



RECEIVED

TELEPHONE: 731-425-8240

FAX: 731-425-8605

E-MAIL: JGIST@CITYOFJACKSON.NET

2008 SEP 26 PM 2:41

*City of Jackson* TRA DOCKET ROOM

JERRY GIST  
MAYOR

September 24, 2008

Lisa Cooper  
Tennessee Regulatory Authority  
ATTN: Docket Room (08-00169)  
460 James Robertson Parkway  
Nashville, Tennessee 37243

08-00169

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

Dear Lisa:

In response to your request dated September 19, 2008 concerning ("PEG") access channels and ("PEG") support payments provided by the incumbent service provider—the City of Jackson has NO active ("PEG") access channels from Charter Communications.

The above response was confirmed with Nick Pavlis, Director of Government Relations, Tennessee/Louisiana Operations. Charter does provide Channel 22, entitled Charter Media. It provides community event information, but does NOT cover meetings of local governing bodies, boards, commissions, etc. and does NOT qualify as ("PEG") programming under Section 10(a) of CCVSA reflected on the TRA web site.

Sincerest Regards,

Jerry Gist, Mayor  
City of Jackson



OFFICE OF THE COUNTY MAYOR  
**BRENT GREER**

RECEIVED

2008 SEP 26 PM 2:41

T.R.A. DOCKET ROOM

**County of Henry**

COURTHOUSE

PARIS, TENNESSEE 38242

PHONE (731) 642-5212

FAX (731) 642-6531

EMAIL: [b.greer@charterinternet.com](mailto:b.greer@charterinternet.com)

September 24, 2008

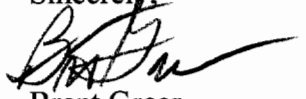
Ms. Lisa Cooper  
TRA Program Manager  
Tennessee Regulatory Authority  
ATTN: Docket Room (08-00169)  
460 James Robertson Parkway  
Nashville, TN 37243

Dear Ms. Cooper:

Pursuant to your notice of September 19, 2008, concerning Application for Certificate of Franchise Authority by Charter Communications Operating LLC, I am pleased to provide the TRA the information requested. In our present agreement with Charter Communications, we have an agreement for one (1) PEG channel. Charter agreed to provide a one time grant of \$5000 for the purchase of equipment, services and all other support. In addition, we may request Charter to institute an educational channel support fee of up to \$.25 per customer per month.

Should you desire any further information, please contact this office.

Sincerely,

  
Brent Greer  
Henry County Mayor

ds

**TOWN OF TRIMBLE**  
**CITY HALL**  
**P.O. BOX 215**  
**TRIMBLE, TENNESSEE 38259**

RECEIVED

2008 SEP 26 AM 10:33

T.R.A. DOCKET ROOM

Mayor- Jim Stark  
City Administrator-David Norsworthy  
City Recorder-Joyce Scobey

Telephone:  
731-297-3955  
Fax:  
731-297-3172

08-00169

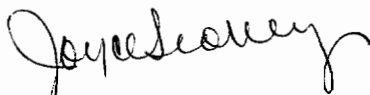
September 20, 2008

Tennessee Regulatory Authority  
ATTN: Docket Room (08-00169)  
460 James Robertson Parkway  
Nashville, TN. 37243

In answer to your letter dated 9/19/08, regarding Notice of TRA information, we are providing the following information:

- (A) The Town of Trimble receives one free cable service consisting of 78 channels from Charter Communications, P.O. Box 600, Alcoa, TN. 37701
- (B) Yearly, Charter Communications pays a five percent (5%) franchise fee to the Town of Trimble.

Thank you,



Joyce Scobey  
City Recorder