

CITY of LEXINGTON

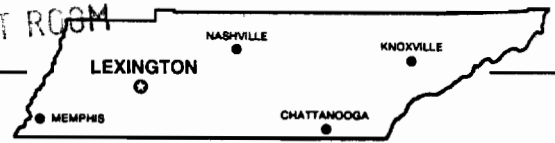
P.O. Box 1699 • 33 First Street
Lexington, Tennessee 38351
731-968-6657 • FAX 731-968-3238

RECEIVED

2008 SEP 29 PM 12:55

"Central City of Southern Industry"

T.R.A. DOCKET ROOM



September 26, 2008

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

08-00169

Dear Ms. Cooper:

Per our phone conversation, I have enclosed is a copy of the City's franchise agreement that is now with Charter. Also I have found that Charter has provided cable drops to municipal buildings (police, fire, city hall, etc.) and schools free of charge, and also access to channel 1 for use by our schools for their own programming. I have been unable to obtain any other information regarding PEG channels.

Thank you for your help and your attention to this matter. Please let me know of anything else you need.

Sincerely,

THE CITY OF LEXINGTON

A handwritten signature in black ink, appearing to read "Sue Wood".

Sue Wood, Recorder

Enclosures

cc: Charter Communications

A RESOLUTION RELATING TO THE EXCLUSIVE FRANCHISE HERETOFORE GRANTED BY THE CITY OF LEXINGTON TO BOBBY NOWELL AND LATER BY HIM TRANSFERRED TO AMERICAN TELEVISION AND COMMUNICATIONS CORPORATION CONCERNING TO HAVE RESOLVED THE PROBLEMS ARISING FROM THE REFUSAL OF SAID AMERICAN TELEVISION AND COMMUNICATIONS CORPORATION TO PROVIDE CABLE TELEVISION SERVICE TO THE CITY OF LEXINGTON, TENNESSEE.

WHEREAS, a franchise was by the authorities of the City of Lexington, Tennessee, granted to Bobby Nowell, d/b/a Lexington Cable T.V. Company, his successors and assigns, to operate a cable television system within the corporate limits of Lexington, Tennessee, and it's immediate environs, and;

WHEREAS, the said Bobby Nowell has transferred said franchise and the rights pertaining thereto to the American Television and Communications Corporation so that said Transferee is obligated to provide proper cable television service to the citizenship of Lexington; and

WHEREAS, said American Television and Communications Corporation has refused to extend cable television service to certain areas within the City of Lexington, and after being called upon to provide such service, it still refuses so to do, so that citizens entitled to cable television service are by said American Television and Communications Corporation being denied the benefits which said Corporation could provide and it still continues it's refusal to provide said service:

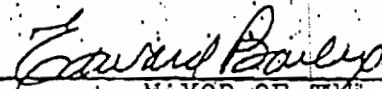
NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of Lexington, Tennessee, in call meeting assembled in the City Hall in Lexington, Tennessee, on this the 17th day of May, 1979, that it is the sense of the Board of Mayor and Aldermen of Lexington, Tennessee, that said American Television and Communications Corporation has breached it's duty and contract

BE IT FURTHER RESOLVED that the City Attorneys for the City of Lexington, Tennessee, be and they are directed to investigate all phases of the problems arising under said franchise, and are hereby authorized and empowered to take such legal steps as they consider necessary to have the existing franchise held by the said American Television and Communications Corporation annulled, abrogated and cancelled.

BE IT FURTHER RESOLVED that this resolution be spread upon the official Minutes of the Mayor and Board of Aldermen of the City of Lexington, Tennessee.

Duly passed and approved this the 17th day of May, 1979.

(Seal)



MAYOR OF THE CITY OF
LEXINGTON, TENNESSEE.

Attested:



CITY RECORDER OF THE CITY OF
LEXINGTON, TENNESSEE.

AN ORDINANCE

ENTITLED AN ORDINANCE GRANTING TO BOBBY NOWELL d/b/a LEXINGTON CABLE TV COMPANY, HIS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND EXCLUSIVE FRANCHISE TO CONSTRUCT AND OPERATE A COMMUNITY ANTENNA AND CLOSED-CIRCUIT ELECTRONIC SYSTEM WITHIN THE CORPORATE LIMITS OF LEXINGTON, TENNESSEE, AND ITS ENVIORS, AND USE AND OCCUPY THE STREETS, ALLEYS, AND OTHER PUBLIC PLACES OF SAID CITY FOR SUCH PURPOSE.

BE IT ORDAINED by the Mayor and Board of Aldermen of the City of Lexington, Tennessee, that:

SECTION 1. There is hereby granted to Bobby Nowell d/b/a Lexington Cable TV Company, his successors and assigns, the right, privilege and exclusive franchise to construct and operate a community antenna and closed-circuit electronic system within the corporate limits of Lexington, Tennessee, and its enviors, hereinafter called "City", to furnish and sell the service from such system to the inhabitants of the city and its enviors, and to use and occupy the streets, alleys, and other public places within the city for the placement of the wires, cables, poles, underground cable, and other supporting structures necessary to said system.

SECTION 2. So far as practical, the grantee shall use existing poles such as those erected and maintained by Southern Bell Telephone and Telegraph Company and the Lexington Electric System where satisfactory rental agreement can be reached with the telephone and electric companies. Grantee shall set its own poles at locations where needed.

SECTION 3. All streets and sidewalks disturbed or damaged in the construction and maintenance of said system shall be promptly repaired to the satisfaction of the

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shall (promptly repaired to the satisfaction of the city
(and at the expense of the grantee.

SECTION 4. All wires, cables, poles and other supporting structures necessary to said system erected within the corporate limits of Lexington, Tennessee, by the grantee shall at all times meet with the minimum standards of the city, as provided by code of ordinance.

SECTION 5. Grantee shall hold the city harmless from all claims for damage arising out of the construction, maintenance or operation of the aforementioned system.

SECTION 6. The franchise herein granted shall be for the term of twenty-five years from the date of this ordinance, with an option to renew the same for twenty-five (25) additional years, but upon the failure of the grantee to start operations in a substantial manner satisfactory to the city within one year from the date of this ordinance the city may terminate the franchise herein granted upon giving the grantee thirty (30) days notice of its intention to terminate the same.

SECTION 7. In consideration of its rights, privileges and franchise herein granted and in compensation to the city for the use of its public places, and in lieu of any advalorem tax, privilege license or other tax of any sort, grantee agrees to pay to the city on the first day of January of each year 4% of its gross receipts for the first three years and 5% thereafter.

SECTION 8. All ordinances and parts of ordinances in conflict herewith are hereby amended accordingly.

SECTION 9. All provisions of this ordinance shall be binding upon the grantee, his successors, lessees, and assigns, and all the rights, authorities, powers, grants and privileges shall be held to inure to the benefit of the grantee, his successors, lessees and assigns.

SECTION 10. The provisions of this ordinance are hereby declared to be severable. If any of its sections, provisions, exceptions, sentences, clauses, phrases or parts be held unconstitutional or void, the remainder of this ordinance shall continue in full force and effect, it being the intent now hereby declared that this ordinance would have been adopted even if such unconstitutional or void matter had not been included therein.

SECTION 11. The said grantee shall take out and carry public liability insurance covering its activities in the amount of one hundred thousand and no/100 (\$100,000.00) dollars due to injury to any one person and three hundred thousand and no/100 (\$300,000.00) dollars for personal injuries for any one accident and property damages in the amount of not less than twenty-five thousand and no/100 (25,000.00) dollars for each accident.

SECTION 12. Rates for this service are as follows: Nineteen dollars and ninety-five cents for initial hoodup. Four dollars and ninety-five cents per month for one television set. Each additional television set will be one dollar extra each month. An fm radio will be seventy-five cents extra per month. Any change in these prices will be

without approval of the Mayor and Board of Aldermen. However, grantee reserves the right to raise the monthly rental rate to five dollars and ninety-five cents (\$5.95) should it become necessary without the approval of the city. If price is raised to \$5.95, no other charge will be made for extra sets.

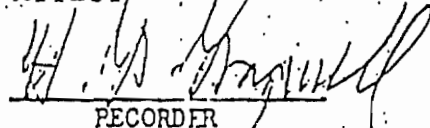
SECTION 13. That wherever in this ordinance Lexington Cable TV Company or grantee, is named or referred to it shall be deemed to include its successors, transferees, representatives and assigns, and all rights, privileges and obligations herein conferred and imposed shall bind and inure to the benefit of such successors, transferees, representatives and assigns and the said Lexington Cable TV Company is herewith given authority to transfer this franchise or its respective rights thereto. In the event that Lexington Cable TV Company should sell, written notice shall be made to the Mayor and Board of Aldermen with the price and terms contained in such sale. The City of Lexington shall have thirty days after receipt of notice to purchase said Lexington Cable TV Company upon the same terms.

SECTION 14. Grantee agrees to furnish, free of charge, one cable drop to each school in the city limits.

SECTION 15. That this ordinance shall be certified and signed as required by law and shall take effect from and after its passage, the public welfare requirement.

ORDERED, ADOPTED AND APPROVED THIS THE 10 DAY OF OCTOBER 1964.

ATTEST:


RECORDER

CITY OF LEXINGTON, TENNESSEE


MAYOR

CERTIFICATE

That I, W. H. Hazen Lexington City Recorder, hereby
certify that this is a true and exact copy of the ordinance passed on
the 11 day of OCTOBER, 1964, in favor of Lexington Cable TV
Company's proposed Community antenna system.

Witness my signature and official seal on this the 28 day of

OCTOBER, 1964.

W. H. Hazen

RECEIVED

2008 SEP 29 PM 12:54

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
AT NASHVILLE, TENNESSEE**

R.A. DOCKET ROOM

IN RE:

The Application of:

**MARCUS CABLE ASSOCIATES, LLC et al.,
d/b/a CHARTER COMMUNICATIONS OPERATING, LLC,
for State-Issued Certificate of Franchise Authority**

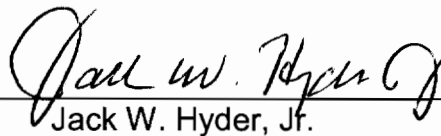
Docket No. 08-00169

NOTICE OF THE CITY OF BRISTOL TENNESSEE

Comes the City of Bristol Tennessee, a municipal corporation, and gives notice of the following in accordance with the provisions of the Competitive Cable and Video Services Act:

1. The number of activated PEG channels for the City of Bristol is two (2), and the number of PEG channels authorized to be activated is the same.
2. The applicant is not currently providing any PEG support payments. PEG support payments are provided by another incumbent provider in the annual amount of \$0.60 for each subscriber to basic cable service.

This the 24th day of September, 2008.



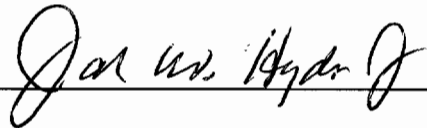
Jack W. Hyder, Jr.
Tennessee BPR No. 1732
City Attorney

Legal Department
City of Bristol Tennessee
801 Anderson Street, Suite 204
P. O. Box 1189
Bristol, Tennessee 37621
Telephone: (423) 989-3407
Facsimile: (423) 968-7197
Email: jhyder@bristoltn.org

CERTIFICATE OF FILING

The undersigned certifies that on September 24, 2008, the original of this document was filed by mailing the same by first-class mail, postage prepaid, addressed as follows:

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



PHILLIPS & HALE
ATTORNEYS AND COUNSELLORS
THE CITIZENS BANK OF EAST TENNESSEE
210 EAST MAIN STREET
ROGERSVILLE, TENNESSEE 37857-3386

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2008 SEP 29 PM 2:28

TELEPHONE (423) 272-7633

T.R.A. DOCKET ROOM

FAX (423) 272-6233

E-MAIL ADDRESS: pandh@phillips and hale.com

September 24, 2008

J.O. PHILLIPS, SR.

1866-1948

WINFIELD B. HALE

1890-1964

JAMES O. PHILLIPS, JR.

1910-1977

WINFIELD B. HALE, JR.

1919-1981

JAMES O. PHILLIPS, III

WILLIAM E. PHILLIPS

WILLIAM E. PHILLIPS, II

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

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

08-00169

Re: Notice of TRA Receipt of Application for Certificate of Franchise Authority
Town of Rogersville
Cable Service Provider: Charter Communications Operating LLC

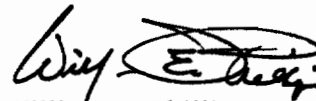
Dear Ms. Cooper:

This correspondence is provided on behalf of Mayor Jim Sells to your office in acknowledgment of your official request for information dated September 19, 2008 and received by Mayor Sells on September 22, 2008.

Please be advised that the Town of Rogersville's cable service provider, Charter Communications Operating LLC, operates one PEG channel for the Town of Rogersville. There are no PEG support payments being provided by the incumbent service provider.

If you require additional information please advise.

Sincerely yours,



William E. Phillips
City Attorney

WEP:jwr

xc: Honorable Jim Sells

William H. Lyons, City Recorder

City of
SHELBYVILLE

Tennessee

2008 SEP 29 PM 8:29

T.R.A. DOCKET ROOM

September 24, 2008

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

Re: Notice Under §10 of the CCVSA

08-00169

The City of Shelbyville has received notice from Charter Communications that it has filed an application for a state issued franchise to provide cable service in Shelbyville. The following is provided pursuant to §10(a) of the CCVSA and the letter of Lisa Cooper dated September 19, 2008.

(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 Shelbyville has a franchise agreement with Charter which provides that Charter will provide one channel for our use for non-commercial, video programming for public, education, and government access programming. That channel has not been activated.

(B) *The terms of any PEG support payments being provided by the incumbent service provider.*

Charter has paid a one-time grant of \$30,000. Charter has the right, but has not exercised it, to recover this grant amount through monthly billings. Under the agreement, Charter and the City can enter into an agreement for a second grant, which may likewise be recovered over the term of the franchise agreement.

Sincerely,



Wallace Cartwright, Mayor