



RECEIVED

270 SEP 30 AM 1:28

T.R.A. DOCKET ROOM

James L. Bailey, Jr.
County Mayor

Maury County Government

Room 101
Maury County Courthouse
Columbia, Tennessee 38401

Phone
(931) 375-1001
(931) 375-1002

September 26, 2008

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

**Re: Notice of TRA Receipt of Application for Certificate of
Franchise Authority and Official Request for Information**

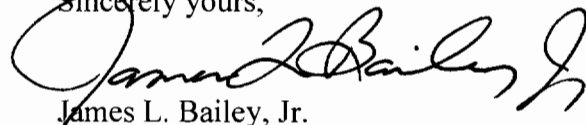
Dear Ms. Cooper:

Thank you for your letter dated September 19, 2008. I have had the County attorney review our Franchise Agreement. Therefore, pursuant to Section 10 of Public Chapter 932, I am providing you notice that pursuant to Charter Communications franchise with Maury County, Tennessee, Charter was to provide without charge one outlet to each public school located within the service area of the cable system. In addition, Charter was to furnish the County one outlet at each police and fire station and administration building without installation or monthly charges.

There is one PEG cable channel. There is no support payment being provided by Charter for this channel.

I hope this answers your request for information. If I can be of any additional assistance please feel free to contact me.

Sincerely yours,



James L. Bailey, Jr.

TENNESSEE REGULATORY AUTHORITY

Tre Hargett, Chairman
Eddie Roberson, Director
Sara Kyle, Director
Mary Freeman, Director

2008 SEP 30 AM 10:28

T.R.A. DOCKET ROOM

460 James Robertson Parkway
Nashville, Tennessee 37243-0505

September 19, 2008

City of Paris
ATTN: Mayor David Travis
P. O. Box 970
Paris, TN 38242

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

Dear Mayor Travis:

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 September 9, 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 Charter Communications Operating LLC ("Charter").

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 Charter 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 governments for the use of holders of state-issued certificates of franchise authority"³ and the Tennessee General Assembly.

IT IS IMPORTANT TO NOTE THAT, according to the CCVSA, if a municipality or county fails to provide PEG information after being requested to do so by the TRA, a holder of a state-issued certificate of


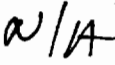
¹ 2008 Tenn. Pub. Acts 932.

² CCVSA § 10(a).

³ CCVSA § 15 (b)(2).

franchise authority shall not be held in violation or noncompliance with the requirements of § 10 of the CCVSA, as to any such municipality or county, until the TRA has received the information requested and the holder has been given adequate time to comply with such PEG provisions.⁴ A notice in compliance with the requirements of § 10(a) of the CCVSA acts to trigger the franchise authority holder's obligation to make PEG access support payments,⁵ starts the clock running on the deadline for designating PEG channels,⁶ and initiates any other duties or obligations required of the state-issued franchise authority holder encompassed within § 10 of the CCVSA.

In light of the provisions of the CCVSA noted above, it is imperative that you respond promptly to this Notice by providing the TRA with 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; and** 
- (B) **The terms of any PEG support payments being provided by the incumbent service provider.**⁷ 

Please send the above information to:

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

If you have already forwarded this information to the TRA upon receipt of the notice from the applicant service provider in accordance with § 10(a) of the CCVSA, please disregard this request. Should you have any questions or concerns regarding this matter, please feel free to contact me at (615) 741-2904 x150 or at the address listed above. Thank you for your cooperation and prompt attention in this matter.

Sincerest Regards,



Lisa Cooper
TRA Programs Manager

⁴ CCVSA § 15 (b)(2).

⁵ See, CCVSA § 10(j).

⁶ Pursuant to § 10(b) of the CCVSA, a state-issued franchise holder must designate PEG channels within 90 days of beginning to offer service.

⁷ CCVSA § 15(b)(1).

George Jaynes
County Mayor



Phone: 423-753-1666
Fax: 423-753-1718
E-mail: washco@naxs.net

Washington County, Tennessee

P.O. Box 219
Jonesborough, Tennessee 37659-0219

SEP 30 AM 10:27

TRA DOCKET ROOM

September 26, 2008

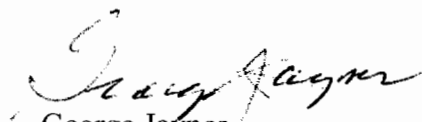
Tennessee Regulatory Authority
Attn: Ms. Lisa Cooper
TRA Programs Manager
460 James Robertson Parkway
Nashville, TN.37243

Re: NOTICE OF TRA RECEIPT OF APPLICATION FOR CERTIFICATE OF
FRANCHISE AUTHORITY

Dear Ms. Cooper:

Thank you for the TRA letter regarding Charter Cable. This is not applicable to our county. We do not receive benefits related to PEG access channels. If you should have further questions, please give me a call.

Sincerely,


George Jaynes
County Mayor

Gj/bd



Town of Ashland City

RECEIVED

P. O. Box 36 101 Court Street
Ashland City, Tennessee 37015
Phone 615-792-4211 Fax: 615-792-3501

SEP 30 AM 10:27
T.R.A. DOCKET ROOM



September 26, 2008

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

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

Dear Sirs:

In response to the above referenced request a copy of Ordinance #251 has been enclosed for your information.

The total number of activated PEG channels for the Town of Ashland City is zero. The total number of authorized to be activated is zero as well. Please refer to Ordinance #251 for the terms of PEG support payments being provided by the incumbent service provider.

If any additional information is necessary please do not hesitate to call.

Sincerely,

Lisa Phares
Administrative Assistant
Office of the Mayor, Gary Norwood

Enclosure

ORDINANCE NO. 251

AN ORDINANCE granting a franchise to Charter Communications LLC, d.b.a. Charter Communications to , operate and maintain a cable television system in the Town of Ashland City, Tennessee, and setting forth conditions accompanying the granting of this franchise:

Be it ordained by the City Council of the Town of Ashland City, Tennessee, as follows:

Section 1 -- Title. 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 Ashland City, meaning the present municipal corporation under the laws of the State of Tennessee, or any successor to the Legislative powers of the present Town, together with any future annexation made pursuant to law.
- (b) "Grantee" or "Company" is Charter Communications LLC, d.b.a. Charter Communications. It is the grantee of rights under this franchise.
- (c) "Franchise" is the rights granted to any person by the Town of Ashland City under the terms of this and any agreement entered into by and between the Town of Ashland City, Tennessee, and such person according to the terms of this Code.
- (d) "City Council" is the governing legislative body of the Town of Ashland City, Tennessee.
- (e) "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.S.C. 543(b)(7).
- (1) "Cable System" or "Cable Television System" means the Grantee's system, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed and used solely to provide cable services which includes video programming to multiple subscribers within the Town, but such term does not include (i) a facility that serves only to re-transmit the television signals of one or more television broadcast stations; (ii) a facility that serves subscribers without using any public right of way, (iii) a facility of a common carrier which is subject in whole or in part to the provisions of Title II of the Communications Act of 1934, as amended, except that such a facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers, except if the extent of such use is solely to provide interactive on-demand services. For the purpose of the preceding, the term

"interactive on-demand services" means a service providing video programming to subscribers over switched networks on an on-demand, point-to-point basis, but does not include service providing video programming prescheduled by the programming provider. "Cable System" shall not include telephone services.

(g) "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 bandwidth, or the equivalent digitally compressed bandwidth.

(h) "Corporate Limits" shall include all areas lying within the limits of the Town of Ashland City, Tennessee, as from time to time changed by annexation or other legal methods.

(i) "Drop" shall mean the cable or wire that connects the distribution portion of the cable system to a customer's premises.

(j) "Federal Communications Commission" or "FCC" is the Federal Commission or Agency created pursuant to the Communications Act of 1934 or its successor agency.

(k) "Gross Annual Receipts" shall mean all revenue derived directly by the Grantee and its subsidiaries, from or in connection with the operation of the Cable Television System pursuant to this Ordinance within the boundaries of the Town; including, but not limited to, gross annual subscriber and customer revenues, including those for basic cable services; additional tiers; premium services; pay per view; interactive services, enhanced services, information services, high speed data service, cable modem service, Internet access and Internet service; program guides; forfeited deposits; installation, disconnection or service call fees; fees for the provision, sale, rental or lease of converters, remote controls, additional outlets and other customer premises equipment; revenues from the use of leased access channels; advertising revenues (national, regional or local); leased access rentals; commissions, per inquiry fees and all other monies or consideration received from home shopping services, or from other entities providing programming used on the Cable System or the like. 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. Currently enhanced Internet Service (data service) is not deemed "cable service" under Title VI of the Communication Act but in the event it does become deemed "cable service" under the Act it shall be considered in the gross annual receipts.

(l) "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.

(m) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

(n) "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 Grantee 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.

(o) "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) 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.

Section 5 Franchise and Area. 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.

Section 6-- Services.

(a) The cable television system provided by Grantee shall continue or may exceed its current level which is 870 MHL bandwidth and 100 Channel capacity,

(b) The Grantee shall provide without any installation charge or monthly charge one free cable system outlet in each Town building or facility; in each building used by a state-accredited public, private, charter and parochial K-12 school, university or college; and shall allow the Town and each such school without additional charge, to extend such service to some or all rooms, classrooms and auditoriums (so long as FCC signal leakage standards are met). None of the preceding entities shall be charged any fee during the term of this franchise for any basic or expanded basic channels or programming, excluding premium channels or pay per view channels.

Section 7 Customer Service and Signal Quality Requirements. The Grantee shall:

(a) Comply with the technical standards provided by the Federal Communications Commission at 47 C.F.R. 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, calculate a pro rata reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.

(e) Maintain within the Town either a physical office, or, alternatively, a "virtual office" consisting of:

(1) a toll-free telephone number which all subscribers in the Town can access twenty-four (24) hours per day, seven (7) days per week to register complaints or ask questions concerning cable service, billing matters or the cable system, and;

(2) one or more conveniently located bill payment offices within County where subscribers can pay their bills, and Grantee shall attempt to locate an office for payments within the Town.

(3) delivery and pickup of converter boxes, remotes and similar Grantee-provided customer premises equipment at no charge to subscribers.

(f) Comply with the Customer Service and Consumer Protection Standards at 47 C.F.R. 76.309, as from time to time amended by the Federal Communications Commission.

Section 8 -- Public, Educational & Governmental Access Channels and Emergency Alert System Required.

(a) The Grantee shall provide, but without charge and subject to the requirements of the Federal Communications Commission, an Emergency Alert System ("EAS"), or successor to that system, complying with the requirement currently set forth in FCC regulations that a cable television system transmit a visual EAS message on at least one channel and that the cable system also provide video interruption and audio EAS message on all channels with the video further stating which channel is carrying the visual message. The Grantee shall transmit on the EAS system Federal, state, and local EAS messages. In establishing its EAS system, the Grantee shall, in accordance with FCC or other applicable regulations, cooperate with the Town on the use and operation by the Town of the Emergency Alert System.

(b) The 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 the Grantee for other purposes when not required by PEG users. 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. The Grantee shall save 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 the Grantee in the construction, operation or maintenance of its cable television system in the Town; and for this purpose the 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. The amounts of such insurance to be carried for liability due to property damage shall be \$500,000 as to any one occurrence; and against liability due to injury to or death of person, \$1,000,000 as to any one person and \$2,000,000 as to any one occurrence. Grantee shall further provide a workers compensation policy in conformance with statutory limits. The Town shall be added as an additional insured to the above coverage. Grantee shall furnish the Town with current certificates of insurance evidencing such coverage before this becomes a valid and binding contract. The Town shall notify the 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 the 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 the 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 the Grantee the larger amount of time within which to prepare an answer.

Section 10 -- Construction & Maintenance.

(a) All structures, lines and equipment erected by the 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 the 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 the Grantee's cable television system, the 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, the Grantee shall locate its facilities underground.

(b) In case of any disturbance by the Grantee of pavement, sidewalk, driveway or other surfacing, the 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) The 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 the Grantee shall have the authority to require such payment in advance.

(d) All poles, lines, structures and other facilities of the 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 the Grantee's poles, wires or other facilities, Town shall notify the Grantee, and the Grantee shall be responsible for such relocations of Grantee's facilities.

Section 11 -- Service Extension. The Grantee agrees to extend its cables to provide additional service within the corporate limits of the Town of Ashland City so as to make the service available to all residential occupancies within the Town where there are at least fifteen (15) dwelling units within one cable bearing strand mile of the Grantee's trunk or distribution cable, and the Grantee shall extend its cable system to such potential subscribers at no additional cost, other than the customary installation charge, to said potential subscribers.

Section 12 -- Drops. The Grantee's standard installation charge shall include a one hundred fifty (150) foot drop from the cable system, such that current or potential subscribers shall only be charged for a drop to the extent the drop serving them exceeds one hundred fifty (150) feet, measured from the tap on the distribution portion of the cable system to the subscriber's premises. Where the length of a drop to serve an individual customer would exceed 150 feet, the subscriber served by such a drop shall pay the additional cost of installing a feeder cable to a point where the subscriber will receive a signal without degradation of signal quality or reliability. Whenever possible drops shall be made from a pole, not from midspan.

Section 13 -- 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.

Section 14-- Filings & Communications With Reaulatory Agencies. Copies of all petitions, applications, registrations and responses to complaints submitted by the Grantee to the Federal Communications Commission shall also be submitted to the Town upon request.

Section 15 -- Maps, Plats & Reports.

(a) The Grantee shall file with the Town City Administrator a true and accurate map or plat of all existing and proposed installations. Such map or plat shall be updated at least annually.

(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 total revenue receipts applicable to the operations within the Town during the preceding twelve month period, and a balance sheet. 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 City Administrator a current list of its partners and stockholders with an interest of 10% or greater, its officers and directors and bond holders.

Section 16-- Franchise Term & Renewal. This franchise shall take effect and be in full force from _____, _____ and after acceptance by the Grantee as provided in Section 20, and the same shall continue in full force and effect for a term of Five years. Renewals shall be accomplished as provided for in Federal law and regulations.

Section 17 -- Forfeiture. If the Grantee should violate any material terms, conditions, or provisions of this franchise or if the Grantee should fail to comply with any material provisions of any ordinance of the Town regulating the use by the Grantee of the streets, alleys, public utility easements or public ways of the Town, and should the Grantee further continue to violate or fail to comply with the same for a period of ninety (90) days after the 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 the 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 City Council after an appropriate public proceeding before the City Council affording the 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 City Council 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 the Grantee of mitigating circumstances. The 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 47U.S.C. 555. In the event that forfeiture is imposed upon the 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 18 -- Surrender Right. The Grantee may surrender this franchise at any time upon filing with the Town City Administrator 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 the 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.

11

Section 19 -- 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 the Grantee. 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, without the prior consent of the Town expressed by ordinance of the City Council, which consent will not be unreasonably withheld. The Town shall take such consent or denial action within the limits prescribed in 47 U.S.C.537 (e). This Section shall not, however, 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 City Council.

Section 20 -- Franchise Fee. In consideration of the terms of this franchise, and in conformity with 47 U.S.C. 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 20th of the month 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 21 -- Effective Date and Acceptance. This Ordinance shall become effective on _____ 20__ 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 23, file with the Town City Administrator 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. This agreement shall supersede and replace any other franchise agreement that currently exist among the parties named herein.

Section 22 -- Acknowledgment of Validity. Grantee for itself and its affiliates acknowledges and agrees that:

(a)

This franchise is in accordance with state and Federal law as of the effective date.

(b)

This franchise does not prohibit or have the effect of prohibiting the ability of the Grantee or its affiliates to provide any interstate or intrastate telecommunications service within the meaning of 47 U.S.C. § 253(a).

(c)

The sums payable by the Grantee under this franchise comply with state and Federal law as of the effective date.

Section 23 -- Severability. 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

Section 24- - Notice Any notices to be sent to the parties hereto shall be sent to the following addresses: Mayor- Town of Ashland City, Tennessee at P.O. Box 36, Ashland City, TN 37015 and Government Relations Charter Communications, Attn: Vice President at 12444 Powercourt Drive, Suite 400, St. Louis, MO 63131 ,unless either party notifies the other in writing of a change of address:

Section 25 -- Passage and Effective Date. For purposes of becoming a law, this Ordinance shall be effective twenty (20) 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 21 above.

Dated this 13th day of August 2002

1st Reading 7-9-02 Public Hearing
2nd Reading 8-13-02 8-13-02

Phyllis Schaeffer
Attest: City Clerk

APPROVED:
Gary Norwood
Gary Norwood
Mayor of Ashland City

Date: 8-13-02

ACCEPTANCE BY GRANTEE