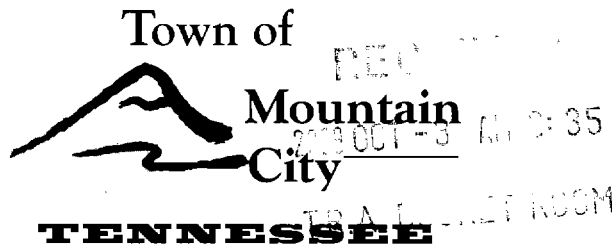


KEVIN PARSONS
Mayor
(423) 727-2940

Aldermen
LAWRENCE KEEBLE
BOB MORRISON
DAVID TIMBS
WILLIS WALKER

TERRY G. REECE
City Recorder
City Judge

BOB ELLER
Public Works Director



210 SOUTH CHURCH STREET
MOUNTAIN CITY, TENNESSEE 37683
TELEPHONE (423) 727-8005 • FAX (423) 727-2925

DOUG CORNETT
Utilities Superintendent

JERRY HORNE
Collection-Distribution
Superintendent

FLO BELLAMY
Parks & Recreation
Director

JERRY PROFFITT
Chief of Police

GARY STOUT
Fire Chief

September 25, 2008

Tennessee Regulatory Authority
Lisa Cooper
TRA Program Manager
460 James Robertson Parkway
Nashville, TN 37243-0505

Re: Charter Communications – Request State-Issued Certificate of Franchise Authority

Dear Ms. Cooper,

In response to the above referenced request and your letter dated September 19, 2008 in reference to the new law and Charter's request for a State Certificate of Franchise Authority we find neither of the two requested items.

First, there has been no request by Charter to the Town; however, based on our conversation by telephone it has no real bearing on the Town to respond. I am not aware of any "PEG" on Charter's current cable subscribers; furthermore, I find nothing in our franchise agreement either but will say this franchise the Town holds has been re-assigned more than once over the years and now belongs to Charter Communications.

I further understand this State Certificate does not supersede or in any way adversely affect our franchise.

Please contact me at 423-291-9256 or City Recorder Terry G. Reece at 423-727-8005. We trust since this is new to us that we have sufficiently furnished the information you requested; if not please contact us and we will make every effort to comply.

Sincerely,

Kevin Parsons
Mayor

cc: Board of Mayor and Aldermen
File Copy



REC 111

2008 OCT -3 AM 8:00



TOWN OF KIMBALL

675 Main Street
Kimball, TN 37347
Phone 423-837-7040
Fax 423-837-1039

Mayor David Jackson
Alderman John Keef

Vice-Mayor Rance Castle
Alderman Rex Pesnell

Alderman Mark Payne

September 24, 2008

Tennessee Regulatory Authority
Attn: Docket Room (08-00169)
460 James Robertson Parkway
Nashville, TN 37243-0505

Dear Tennessee Regulatory Authority:

In response to your office's request concerning the application for a state-issued certificate of franchise authority with Charter Communications Operating LLC ("Charter"), please find enclosed the town's ordinance approving the franchise agreement.

Currently, the town does not have any public, educational and government access channels with Charter Communications.

Should you have questions or concern, please do not hesitate to contact me at my email address djackson@townofkimball.com or by phone as listed above.

Sincerely,

David Jackson
Mayor

Enclosures

ORDINANCE NO. 174

AN ORDINANCE TO ENTER A CABLE FRANCHISE AGREEMENT WITH HELICON PARTNERS I.L.P., LOCALLY KNOWN AS CHARTER COMMUNICATIONS

Title Nine Chapter Two of the Kimball Municipal Code, along with other State and Federal Regulations, allow the Town of Kimball to enter into franchise agreements for providing cable television service within its Municipal limits; and

WHEREAS, the Board of Mayor and Aldermen of the Town of Kimball, Tennessee have determined that it is in the best interest of the citizens and residents of the Town of Kimball, Tennessee to enter into non-exclusive franchise agreements; and

WHEREAS, Helicon Partners I.L.P., Locally known as Charter Communications has submitted a proposed non-exclusive franchise agreement to be executed by the Town setting forth the rights, privileges and obligations of each of the parties therein; and

WHEREAS, the Board of Mayor and Aldermen have determined that five year terms are in the best interest of the Town in order to regularly assess the services being provided; and

WHEREAS, the Board of Mayor and Aldermen have reviewed the contract attached to this Ordinance as Exhibit A and incorporated herein by reference and authorize the Mayor to execute said Agreement on behalf of the Town of Kimball, Tennessee.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Mayor and Aldermen of the Town of Kimball, Tennessee as follows:

SECTION 1: The document entitled "Franchise/Agreement", attached hereto as Exhibit A and incorporated herein by reference, it is hereby approved by the Board of Mayor and Aldermen and the execution of said Agreement by the Mayor of the Town of Kimball, Tennessee is hereby ratified and confirmed.

SECTION 2: The monies resulting from the Franchise Fee collected pursuant to said "Franchise/Agreement" shall be deposited in the general fund of the Town of Kimball, Tennessee and utilized as deemed appropriate by the Mayor and Board of Alderman.

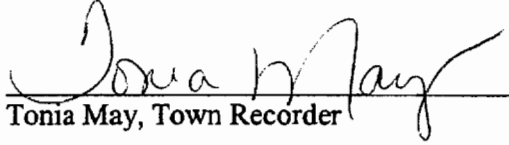
SECTION 3: Should any part of this Ordinance be held invalid by a court of competent jurisdiction, the remaining parts shall be severable and shall continue to be in full force and effect.

SECTION 4: This Ordinance shall take effect from and after the execution of said "Franchise/Agreement" by all parties.

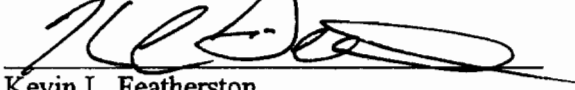
PASSED AND APPROVED by the Board of Mayor and Aldermen of the Town of Kimball, Tennessee on the second and final reading on the 4th day of May, 2006.


DAVID JACKSON, Mayor

ATTEST:


Tonia May, Town Recorder

APPROVED AS TO FORM:


Kevin L. Featherston
Attorney for the Town of Kimball

Passed on first reading April 6, 2006
Public hearing May 4, 2006
Passed on second reading May 4, 2006

FRANCHISE/AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Kimball, Tennessee hereinafter referred to as the "Grantor" and Helicon Partners I. L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. Definitions:

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Council/Board" means the governing body of the Grantor.
- d. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- e. "Gross Revenues" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services within the Service Area, provided, however, that such phrase shall not include any taxes, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, including the FCC User Fee, or credits, refunds or deposits made to Subscribers or unrecovered bad debt.
- f. "Service Area" shall mean the geographic boundaries of the Grantor.
- g. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.

- h. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.
2. **Granting of Franchise.** The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
3. **Term.** The Franchise shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth in Section 14. and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.
4. **Use of the Streets and Dedicated Easements.**
- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable.
- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
- c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
- d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control.

5. **Maintenance of the System.**

- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor
- b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
- c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.

6. **Service.**

- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least *thirty (30)* residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the present Service Area of the Grantee. Grantee shall not be obligated to provide Cable Service into any area which is financially or technically infeasible.
- b. The Grantor shall provide prior notice to the Grantee of its annexation of any contiguous territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of the franchise which previously covered that area throughout the term of this Franchise, although the Grantor will replace the previous franchise authority. Grantee shall pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in the Service Area and in any area annexed by the Grantor if the Grantor has provided written notice to the Grantee prior to the date of such annexation
- c. Grantee shall provide Basic Service and one free outlet to each of the following public facilities located within one hundred twenty-five (125) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor: Town Hall, Fire Department, Police Department

and public schools and other public buildings owned or leased by Town of Kimball. No monthly service fee shall be charged for such outlet. Grantee shall provide Basic Service to new construction hereafter for similar public facilities; provided they are within one hundred twenty-five (125) feet of the existing service lines of Grantee.

7. Insurance/Indemnity.

- a. The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. The Grantor shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Grantor. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.
- b. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice of its obligation to indemnify Grantor within ten (10) days of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.

8. Revocation

- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such sixty (60) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- b. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked.

The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*.

- c. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

9. **Equal Protection**

- a. The Grantor agrees that any grant of additional franchises, licenses, consents, certificates or other authorizations by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way, shall require that service be provided for the same territorial area of the Grantor as required by this Franchise and shall be competitively neutral and not be on terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the Person(s) of any such additional franchise, licenses, certificates or other authorizations, than those which are set forth herein.

If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the public rights of way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services Grantor hereby agrees that, upon a request from Grantee, as a matter of law, Grantee's Franchise is modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such Person(s) on a competitively neutral basis.

- b. In the event federal, state or local law, rules or regulations are amended, modified or created that have the lawful effect of modifying the terms and conditions of this Franchise, during the Term or any extension thereof, then the parties shall modify this Franchise in such a way that is mutually agreeable to both parties. Grantee shall have the right to terminate this Franchise in the event Grantor and Grantee fail to mutually agree to modifications to Grantee's Franchise within sixty (60) days from the commencement of such modification negotiations

- c. Grantee shall have the right to terminate this Franchise and all obligations hereunder with ninety (90) days written notice to the Grantor, if Grantee

does not in good faith believe it has maintained a commercially feasible level of Subscriber penetration on Grantees Cable System. Grantee may consider Subscriber penetration levels outside the Franchise Area and other relevant considerations in making this determination. Notice to terminate under this Section shall be given to the Grantor in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. Grantee shall also be required to give its then current Subscribers not less than ninety (90) days prior written notice of its intent to cease operations.

10. **Confidentiality.** If Grantee provides any books and records to the Grantor, the Grantor agrees to treat as confidential such books, records or maps that constitute proprietary or confidential information. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential to any Person.

11. **Notices, Miscellaneous.**

- a. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

Office of the Mayor
675 Main Street
Kimball, TN 37347

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Charter Communications
1774 Henry G. Lane
Maryville, TN 37801
Attention: VP/General Manager

With a copy to: Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attention: Vice President of Government Affairs

With a copy to: Charter Communications

11 Commerce Road
Newtown, CT 06470
Attn: VP of Government Relations

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
- c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
- d. In the event of any conflict between this Franchise and any Grantor ordinance or regulation, this Franchise will prevail.

12. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

13. **Franchise Fee.**

- a. Grantee shall pay to the Grantor annually an amount equal to three percent (3%) of the Gross Revenues for such calendar year.
- b. Each year during which the Franchise is in force, Grantee shall pay Grantor no later than sixty (60) days after the end of each calendar year the franchise fees required by this section, together with a financial statement showing total Gross Revenues derived from the Cable System during such year. The Grantor shall have the right to review the previous year's books of the Grantee to the extent necessary to ensure proper payment of the fees payable hereunder.

14. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. This Franchise shall expire on ~~November 1, 2011~~ unless extended in accordance with Section 3 of this Franchise or by the mutual agreement of the parties.

15. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the

Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties

Considered and approved this 5 day of May, 2006

[Grantor]

Signature: David Jackson

Name/Title David Jackson Mayor

Accepted this ____ day of ____, 2006, subject to applicable federal, state and local law.

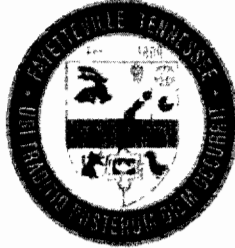
Helicon Partners I. L.C., l/k/a Charter Communication

Signature: _____

Name/Title: _____

Date: _____

City of Fayetteville



Gwen Shelton, Mayor
Joe Askins, Vice Mayor
Kevin Helms, City Adm.

Phone (931) 433-6154
Fax (931) 433-2557

REGISTRATION
2008 OCT -3 AL 11:30
T.R.A. DOCKET ROOM

Aldermen:
Richard "Dickie" Bolles
Carolyn Denton
Marty Pepper
Walter Sloan
Dorothy Small

"Where Tradition Meets Tomorrow"

110 Elk Avenue South * Fayetteville, TN 37334 * www.fayettevilletn.com

September 26, 2008

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

TO WHOM IT MAY CONCERN:

In response to your letter dated September 19, 2008, Charter Communications currently operates one PEG channel under the terms of our franchise agreement. I have attached, Attachment C from our franchise agreement which demonstrates the total number of channels reserved for PEG programming and the financial contribution required by the franchisee for this purpose.

If you need any additional information regarding this matter, do not hesitate to contact me.

Sincerely,

Kevin L. Helms
City Administrator

Enclosure

PEG ACCESS

Within sixty (60) days of the execution date of this Agreement, the Company shall provide to the City:

1. A Twenty-five Thousand Dollar (\$25,000) grant for production facilities and equipment for Access Channels.