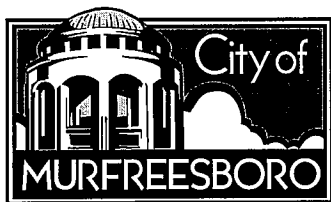


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filed electronically in docket office on 08/30/12

August 30, 2012

Mr. Kenneth C. Hill, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

RE: Complaint of Community Television of Knoxville and Community Television of
Knox County
Docket Number: 12-00082

Dear Chairman Hill:

The City of Murfreesboro is writing with respect to the complaint filed against AT&T by the City of Knoxville and Knox County regarding signal transmission and necessary equipment for Public, Education, and Government (PEG) channels, as the City also utilizes such channels on AT&T U-verse.

The City of Murfreesboro agrees with the City of Knoxville and Knox County's interpretation of the Tennessee Competitive Cable and Video Services Act of 2008 language related to PEG channel transmission and equipment requirements and disagrees with AT&T's interpretation of T.C.A. § 7-59-309(f)(1)(B) which clearly states:

A holder of a state-issued certificate of franchise authority must transmit a PEG channel by one (1) of the following methods:...(B) Transmission of the signal from each PEG channel programmer's local origination point, **at the holder's expense, such expense to include any equipment necessary** for the holder to transmit the signal from PEG channels activated as of July 1, 2008, if the origination point is in the holder's service area.

The Competitive Cable and Video Service's Act's (CCVSA) language is clear and unambiguous on the point: AT&T must provide the transmission and any equipment needed to carry out that transmission. The CCVSA clearly states that it

Communications Department

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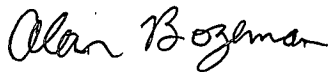
is AT&T's obligation to provide, at its expense, the transmission of PEG channels from their origination points to AT&T's headend, including equipment. If the encoder is not working, AT&T is not "providing" the "transmission" and "equipment" that the CCVSA says it must provide.

An analogy proves the point: If I am obligated to provide you with transport from one point to another, including an automobile if that's what I choose to use to fulfill my transport duty, providing you with an automobile that later breaks down, and refusing to repair or replace it, is not fulfilling my duty to provide you with transport.

AT&T obscures the issue by focusing on "equipment" and not "transmission." "Transmission" is AT&T's obligation; "equipment" is just listed to make clear that any equipment needed for transmission is part of the required "transmission" that AT&T must provide. Because the AT&T-provided encoder no longer works, AT&T isn't providing the required "transmission." AT&T can't claim that the "transmission" obligation is a one-time deal with a 90-day warranty on equipment. It is an ongoing responsibility and by failing to replace or repair the equipment needed for that transmission, AT&T is failing to fulfill its clearly ongoing "transmission" obligation under the CCVSA.

Accordingly, the City of Murfreesboro would urge the TRA to find in favor of the Complainant in the above referenced matter. Please include this letter in your record for this matter.

Respectfully submitted,



Alan Bozeman
Communications Director

cc: Mayor Tommy Bragg
Mr. Rob Lyons, City Manager
Murfreesboro Cable Television Commission