



October 30, 1996

The Honorable Mary Grey Jenkins
Mayor of the Town of Ashland City
P.O. Box 36
Ashland City, Tennessee 37015

Dear Mayor Jenkins,

The Town of Ashland City Cable Television Ordinance No. 27 has been reviewed by InterMedia. I have enclosed a copy of an agreement which substantially supports the terms and conditions of Ordinance No. 27, while also making current those requirements found in the Cable Acts of 1984, 1992, and the Telecommunications Act of 1996. Please have this proposal reviewed by your counsel and have any questions or comments directed to my attention at 370-8020, extension 122.

InterMeida looks forward to formalizing our relationship with the Town of Ashland City, making clear our obligations to our community, and serving our customers with outstanding entertainment and information choice.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Eichelman', written over the word 'Sincerely,'.

Craig Eichelman
Franchise Affairs Manager

TOWN OF ASHLAND CITY

CABLE TELEVISION FRANCHISE ORDINANCE #162

December 10, 1996

WHEREAS, Town of Ashland City is duly authorized under the laws of the State of Tennessee to grant upon reasonable terms a franchise and to contract for the operation of a Cable Television System to furnish services to the Town and its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Board of Mayor and Alderman of Town of Ashland City that this Ordinance be in full force and effect in Town of Ashland City after its passage as follows:

Section 1. **PURPOSE** Town of Ashland City finds that the continued development of cable communication has the potential of having great benefit and impact upon the citizens of Town, because of the complex and rapidly changing technology associated with cable communications, the Town further finds that the public convenience, safety and general welfare can best be served by establishing and maintaining regulatory powers which should be vested in the Town or such Town officials as the Town shall designate. It is the intent of this Ordinance and subsequent amendments to provide for and specify the means to attain the best possible public interest and public purpose in these matters. Further, it is recognized that cable communications systems have the capability to provide not only entertainment and information services to the Town's residents, but can provide additional services.

For these purposes, the following goals underlie the provisions contained herein:

(a) Where economically reasonable, Cable Television Services should be made available to all Town residents.

(b) The system should be capable of accommodating both the present and reasonably foreseeable future cable television needs of the citizens of the Town .

Section 2. **DEFINITIONS** Unless otherwise specifically provided, or unless clearly required by the context, the words and phrases defined in this section shall have the following meanings when used in this Ordinance:

Cable Television Service. The provision of television reception, communications and/or entertainment services for direct or indirect compensation, or as otherwise provided by this Ordinance, and distributing the same over a Cable Television System.

Cable Television System. A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Television Service to multiple subscribers within a community, not including a facility or combination of facilities that serves only to retransmit the television signals of one or more television broadcast stations; or a facility or combination of facilities that serves only subscribers in one or more multiple unit dwellings under common ownership, control or management, unless such facility or facilities use any public right-of-way or public utility easement.

Channel. A portion of the electro-magnetic frequency spectrum (or any other means of transmission, including but not limited to optical fibers) which is capable of carrying the equivalent of one (1) six megaHertz television broadcast signal and includes uses of all or any portion of such band of frequencies.

Town. Town of Ashland City.

Board of Mayor and Alderman. The Board of Mayor and Alderman of the Town of Ashland City, State of Tennessee.

Commercial Subscriber. All subscribers not defined as either residential or non-commercial.

FCC. The Federal Communications Commission.

Cable Act. The Cable Communications Policy Act of 1984, as amended, 47 U.S.C. § 521 et seq.

Franchise. The nonexclusive rights granted pursuant to this Ordinance to construct, operate, and maintain a Cable Television System along the public rights of way within all of the Town . Any such authorization, in whatever form granted, shall not mean or include any license or permit required for the privilege of transacting and carrying on a business within the Town as required by other ordinances and laws of the Town .

Franchise Agreement. A contract entered into between the Town and the Grantee pursuant to this Ordinance, containing additional provisions of the Franchise granted.

Grantee. The person, partnership, firm, or corporation to whom a Franchise, as herein defined, is granted by the Board of Mayor and Alderman under this ordinance and the lawful successor, transferee or assignee of said person, firm, or corporation.

Gross Revenues. The following types of revenue received by a Grantee directly from the operations of a Cable Television System in the Town : regular subscriber service fees, per channel pay services, leased channel revenues, converter and remote control rental revenues.

Service Area. The geographical area within the incorporated limits of the Town as now exist or hereafter are expanded.

Noncable Service. Any service which is distributed over the Cable Television System other than Cable Television Service

Non-Commercial. Any public, educational or governmental institution.

Person. Any individual, firm, partnership, association, corporation, or organization of any kind.

Residential Subscriber. A subscriber who receives Cable Television Service in a single family home or in an individual dwelling unit of a multiple dwelling, where the service is not to be utilized in connection with a business trade or profession.

Street(s). The surface of and the space above and below any publicly owned or maintained property or right-of-way, street, road, highway, freeway, land, path, alley, court, sidewalk, parkway, or drive, now or hereafter existing as such written the Town .

Subscriber. Any person or entity lawfully receiving any portion of the Cable Television Service of a Grantee pursuant to this Ordinance.

Section 3. ACCEPTANCE: EFFECTIVE DATE.

(a) Within thirty (30) days after final action granting a Franchise, which shall be done by resolution of the Board of Mayor and Alderman, the Grantee shall file with the Town Recorder a written acceptance acknowledged before a Notary Public of the conditions required for the Franchise. Such acceptance shall acknowledge that the Grantee agrees to be bound by and to comply with the provisions of this Ordinance, the Franchise Agreement (if any) and applicable law and shall be in such form and content as to be satisfactory to and approved by the Town Attorney. If such acceptance is not filed within said time, then the Franchise so awarded may be deemed void and of no further force and effect and the offer of Franchise so awarded to Grantee may stand revoked, at the option of the Town .

(b) Concurrently with the filing of the written acceptance, the Grantee shall file with the Town Clerk the bond, if any, and insurance certificate required by this Ordinance.

(c) The effective date of the Franchise shall be as set forth Section 34 herein; provided, however, if any of the material required to be filed with the acceptance or the acceptance itself is defective or fails to meet with approval, the Franchise shall not be effective until such defect is cured, or such approval is obtained.

Section 4. TERM OF FRANCHISE.

The duration of a Franchise granted pursuant to this Ordinance shall not be more than twenty (20) years from the effective date.

Section 5. REVOCAION OF FRANCHISE AND OTHER PENALTIES.

(a) Subject to the provisions of this section, Town reserves the right to revoke, at any time, any Franchise granted hereunder and rescind all rights and privileges associated therewith in the event that:

(1) Grantee has not substantially complied with a material provision of this Ordinance, the Franchise Agreement, or of any supplemental written agreement entered into by and between the Town and the Grantee; or

(2) Grantee has made a material false statement in the application for the Franchise, knowing it to be false, or Grantee commits a fraud in its conduct or relations under the Franchise with the Town ; or

(3) Grantee becomes insolvent, enters into receivership or liquidation, files for bankruptcy or assignment for benefit of creditors, is unable to pay its debts as they mature, unless the Grantee is in due process of contesting such debts; or

(4) Grantee fails to comply with any final federal or state judgement arising directly from the exercise of Grantee's rights under its Franchise; or

(5) Grantee fails to provide or maintain in full force and effect the bond and insurance policies required by this Ordinance; or

(6) Grantee assigns, sells or transfers its title or interest in its Franchise without the consent of the Board of Mayor and Alderman.

(b) In the event that the Town shall make a preliminary decision to revoke a Franchise granted hereunder, it shall give the Grantee a minimum of sixty (60) days written notice of its

intention to terminate and stipulate the cause. A public hearing shall be scheduled for the end of said sixty (60) day period. If during said period, the cause shall be cured to the satisfaction of the Town, the Town shall declare the notice to be null and void. If the cause is not cured to the satisfaction of the Town, before a Franchise may be terminated, the Grantee must be provided with an opportunity to be heard before the Board of Mayor and Alderman in a public hearing in accordance with due process procedures. After the public hearing, if the Town determines that the Franchise should be terminated, it shall issue a written decision containing its findings of fact and stating the specific grounds for termination. The decision to terminate a Franchise shall be subject to judicial review as provided by law.

(c) A Grantee shall not be declared in default or be subject to any sanction under any provision of this Ordinance in any case where the action justifying such sanction is without the Grantee's knowledge or authorization or outside its control.

Section 6. TRANSFER OF CABLE TELEVISION SYSTEM.

(a) No transfer of control of the Cable Television System other than a *pro forma* transfer to a parent or a wholly owned subsidiary corporation, or to a partnership with the same general partner as Grantee, or hypothecation as the result of a commercial loan shall take place, whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, without prior notice to and approval by the Board of Mayor and Alderman, which approval shall not be unreasonably withheld. The notice shall include full identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the Town may inquire into the qualifications of the prospective controlling party and the Grantee shall assist the Town in any such inquiry. The Town shall have ninety (90) days within which to approve or disapprove, by resolution, the proposed transfer of control. If the Town fails to act within said ninety (90) day period, the application to transfer control or assign the Franchise shall be deemed to be granted.

(b) Approval of such transfer shall be expressly conditioned upon full compliance with the material terms of the Franchise and this Ordinance. The transferee shall agree in writing to comply with all provisions of this Ordinance and the Franchise agreement.

(c) For the purpose of this section, the term "control" is not limited to majority stock ownership, but includes actual working control in whatever manner exercised. A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation by any person or group of affiliated persons of twenty five (25) percent of the voting shares of the Grantee.

Section 7. AUTHORITY GRANTED BY THE FRANCHISE.

(a) The Grantee of any Franchise granted pursuant to the provisions of this Ordinance shall, subject to the conditions and restrictions set out in this Ordinance, be authorized to construct or have constructed, operate, and maintain a Cable Television System, and to engage in the business of providing Cable Television Service in the Town as defined herein and in the Franchise and for that purpose to erect, install, construct, repair, replace, reconstruct and maintain such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be necessary and appurtenant to the Cable Television System; **provided**, however, that before any pole, wire, or other thing mentioned above which is necessary and appurtenant to the Cable Television System is placed on or within any Street, the required permits to do so must be obtained by the Grantee from the Town ; and, **provided further**, that before any such construction is commenced, the plans and specifications thereof must be approved in writing by the Public Works Director of the Town of Ashland City. It shall be unlawful for any telephone, telegraph. or power company or any other public utility company or person to lease or otherwise make available to any person, any poles, lines, facilities, equipment, or other property for use in connection with the operation of a Cable Television System or the provision of Cable Television Service, unless such other person holds a valid Franchise granted pursuant to the provisions of this Ordinance.

(b) The authority granted to a Grantee pursuant to the provisions of this Ordinance is not and shall not be deemed to be an exclusive right or permission. The Town expressly reserves the right to grant one or more non-exclusive Franchises to operate a Cable Television System to other persons for the entire Franchise area at any time under the same substantive terms and conditions as apply to the existing Grantee. No such additional Franchise granted by the Town shall in any way affect the obligations of any other Grantee.

(c) If the Town grants an additional Franchise under this Ordinance which contains terms deemed more favorable by any existing Grantee, said existing Grantee may elect to incorporate said terms or provisions into its existing Franchise upon notice to the Town .

Section 8. FRANCHISE FEE.

(a) Because the Town finds that the administration of a Franchise granted pursuant to this Ordinance imposes upon the Town additional regulatory responsibility and expense, a Grantee of any Franchise hereunder shall pay to the Town , within ninety (90) days after the end of its fiscal year, an annual sum equal to *three* percent (3.0%) of its Gross Revenues. This fee shall be in addition to any and all taxes which are now or may be required hereafter to be paid pursuant to any federal, state, or local law. This fee shall be deemed to reimburse the Town for all costs of regulating the Cable Television System of the Grantee and shall cover the expense of all regulatory requirements including, but not limited to, any performance testing required by the Town under the terms of this Ordinance and any renewal or transfer procedures arising hereunder. The Grantee

shall pay franchise fees on revenue from Noncable Services to the extent that other providers of the same or similar service in the Service Area are required to pay such franchise fees.

(b) Acceptance of payments hereunder shall not be construed as a release or as an accord and satisfaction of any claim the Town may have for further or additional sums payable under this Ordinance or for the performance of any other obligations hereunder.

Section 9. LIMITATIONS OF FRANCHISE.

(a) In addition to the limitations otherwise herein appearing, the Franchise is subject to the limitation that the Grantee shall at all times during the life of any Franchise hereunder be subject to the lawful exercise of its police power by the Town and other duly authorized regulatory state and federal bodies and shall comply with any and all ordinances which the Town has adopted or shall adopt applying to the public generally and shall be subject to all laws of the State of Tennessee and the United States.

(b) Time shall be of the essence in any Franchise granted hereunder. The Grantee shall not be relieved of its obligations to comply promptly with a provision of this Ordinance by the failure of the Town to enforce compliance. Failure of the Town to enforce any breach by the Grantee shall not constitute a waiver by the Town .

(c) Any poles, cable, electronic equipment or other appurtenances of the Grantee to be installed in, under, over, along, across or upon a Street shall be so located so as to cause minimum interference with the public use of the Streets and to cause minimum interference with the rights of other users of the Streets or of property owners who adjoin any of the streets.

(d) In the event of disturbance of any Street, other public property, or private property by Grantee, it shall, at its own expense and using reasonable efforts, replace and restore property to the condition existing before the work was done.

(e) Grantee shall contract, maintain and operate the Cable Television System so as to cause minimum inconvenience to the general public. All excavations shall be properly guarded and protected. All excavations shall be filled and the surface restored promptly after completion of the work at Grantee's sole cost and expense. The Grantee shall at all times comply with all excavation ordinances of the Town .

(f) The Grantee shall, upon reasonable notice from any person holding a building moving permit issued by the Town , temporarily alter its facilities to permit the moving of such building. The actual cost of such altering shall be borne by the person requesting the altering and the Grantee shall have the right to request payment in advance. For the provisions of this Ordinance, reasonable notice shall be construed to mean at least seventy-two (72) hours prior to the move.

(g) If, at any time, in case of fire or disaster in the Town it shall become necessary in the judgement of the Town Manager or the Chief of the Fire Department or their designee to cut or move any of the wires, cable amplifiers, appliances, or appurtenances thereto of the Grantee, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by the Grantee at no expense to the Town .

Section 10. ADDITIONAL TOWN RIGHTS IN FRANCHISE.

(a) The Town reserves the right upon reasonable notice to require the Grantee at his expense to protect, support, temporarily disconnect, relocate or remove from the Streets any property of the Grantee by reason of traffic conditions, public safety, street construction or excavation, change or establishment of street grade, installation of sewers, drains, water pipes, power or communication lines, tracts, or other types of structure or improvements by governmental agencies. Reasonable notice for this provision of the Ordinance shall be construed to mean at least thirty (30) days except in the case of emergencies where no specific notice period shall be required.

(b) In the event of the failure by the Grantee to complete any work required by subsection (a) above or any work required by Town law or ordinance within the time established, the Town may cause such work to be done and the Grantee shall reimburse the Town the reasonable costs thereof within thirty (30) days after receipt of an itemized list of such cost.

(c) The Town reserves the right, in the event of an emergency or disaster, to require the Grantee to make available to the Town Manager, upon request, Grantee's audio override, if any, and Community Channel, if any, at no cost, for emergency use during such emergency or disaster period.

(d) The Town reserves the right during the life of any Franchise hereunder to inspect, upon reasonable notice, at all reasonable hours, the Grantee's contracts and engineering records dealing with Gross Revenue and technical service provided by Grantee, provided that information pertaining to service to individual subscribers will be available pursuant to Section 631 of the Cable Act.

(e) The Town reserves the right during the life of any Franchise granted hereunder, to install and maintain free of charge upon the poles or in the conduits of a Grantee any wire and pole fixtures necessary for municipal networks such as police and fire, on the condition that such installations and maintenance thereof do not interfere with the operations of the Grantee.

(f) The Town reserves the right during the life of any franchise granted hereunder, to reasonably inspect all construction or installation work performed subject to the provisions of the Ordinance to ensure compliance with the terms of the Ordinance. At its own expense, the Town may also perform measurements upon and randomly inspect any portion of a Grantee's system to ensure compliance with the technical standards under which the Grantee is authorized to operate

provided that such measurement or inspection does not interfere with the operation of the Cable Television System.

(g) At any time during the term of the Franchise, and upon thirty (30) days notice, the Town reserves the right to hold a public hearing for the expressed purpose of reviewing the general and specific performance of the Grantee with regard to all Franchise provisions contained herein or in any Franchise Agreement issued hereunder.

(h) Any right or power in or duty impressed upon any officer, employee, department, or board of the Town shall be subject to transfer by the Board of Mayor and Alderman by law to any other officer, employee, department or board of the Town. The Town reserves all rights not specifically granted herein, and the enumerations of the rights herein shall not be construed to be a limitation of any right or power the Town may otherwise have.

Section 11. SERVICE AREA.

(a) Subject to the provisions of paragraph (b) of this Section, the Grantee of any Franchise hereunder shall offer Cable Television Service to all potential Residential Subscribers who are located within the Town Limits as of the effective date of the Franchise. Subject to the provisions of paragraph (b) of this Section, the Grantee shall offer Cable Television Service to all potential Residential Subscribers within any area described in any annexation ordinance passed after the passage of this Ordinance, within one (1) year of the effective date of the said annexation ordinance.

(b) The Grantee of any Franchise hereunder shall offer Cable Television Service to all potential Residential Subscribers located within One Hundred Fifty (150) feet of Grantees feeder cable where there exists a minimum density of thirty-five (35) dwelling units per mile. The Grantee may elect, but has no obligation, to offer Cable Television Service to areas not meeting the above standard.

(c) In the event the continued use of a Street is denied for any reasonable reason related to public health, safety or welfare, the Grantee will make every reasonable effort to provide Residential Service over alternate routes.

Section 12. TIME FOR PROVIDING SERVICE. Unless otherwise authorized by the Board of Mayor and Alderman, all areas meeting the requirements of Section 12 (b) subsequent to the effective date of a Franchise granted pursuant to this Ordinance shall be offered Cable Television Service within twelve (12) months of the effective date of the annexation.

Section 13. CONDITION OF USE OF STREETS.

(a) The poles used for a distribution system shall be, to the extent possible, those erected and maintained by either a power company or a telephone company, or both. Notwithstanding any other provisions of this Ordinance, no poles except replacements for existing poles shall be erected by or for the Grantee, in any Street, except when necessary to service a subscriber. Any poles, wires, cable or other facilities to be constructed or installed by Grantee on or within the Streets shall be constructed or installed only at such locations and depths and in such a manner as to comply with all state statues and rules and regulations of the State of Tennessee, the Town , and any other agency of competent jurisdiction.

(b) The installation of trunk and distribution lines, including service drops to subscribers, shall be made underground in areas where both telephone and power lines are underground or are placed underground and the service poles are removed.

Section 14. SYSTEM DESIGN AND CHANNEL CAPACITY. The Cable Television System shall be constructed and operated in a manner as set forth in this Ordinance. The Cable Television System shall have a capaTown of at least 300 mHz bandwidth and shall be constructed and operated in a manner as set forth in this Ordinance.

Section 15. INTERCONNECTION. Where economically reasonable and technically possible, Grantee may connect its system with other cable systems adjoining it so as to provide the widest possible combination of programming in the most efficient manner.

Section 16. SERVICE TO GOVERNMENT BUILDINGS. The Grantee shall, upon request therefore, provide and furnish without charge to all public educational institutions and governmental buildings within the Service Area and within 150 feet of Grantee's existing distribution cable, one (1) service outlet. The institutions shall be entitled to receive, free of charge, the Grantee's basic cable television service.

Section 17. PARENTAL CONTROL DEVICES. The Grantee shall at all times have available parental control devices for the purpose of controlling premium television programming on individual subscriber television sets. The Grantee shall have the right to charge reasonable fees for the use of such devices.

Section 18. CONSTRUCTION STANDARDS.

(a) Grantee shall construct, install, operate and maintain the Cable Television System in a manner consistent with all laws, ordinances, construction standards, governmental requirements and the construction and operational standards contained in this Ordinance and any Franchise Agreement.

(b) All installation and maintenance of electronic equipment shall be of a permanent nature, durable and installed in accordance with the applicable sections of the National Electric Safety Code, the National Electrical Code of the National Bureau of Fire Underwriters and all state and local codes where applicable.

(c) Antenna supporting structures (towers) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable local or state codes and regulations.

(d) All construction methods and standards shall conform to standard industry practices at the time of construction, and as specified herein and in any Franchise Agreement.

(e) Any contractor used by a Grantee for construction, installation, operation, maintenance, or repair of system equipment must be properly licensed under the laws of the State to which the contractor is licensed, and all local ordinances.

(f) The Town does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures. In public rights-of-way, where necessary, the locations shall be verified by excavation.

Section 19. OPERATIONAL STANDARDS AND PERFORMANCE MONITORING.

(a) The Cable Television System shall be operated in compliance with the service standards established by the National Cable Television Association.

(b) The Grantee shall put, keep and maintain all parts of the system in good condition throughout the entire Franchise term.

(c) The Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum system use.

(1) Service repair response time to a subscriber outage call shall not exceed forty-eight (48) hours except on weekends and holidays or in circumstances beyond the reasonable control of the Grantee; and

(2) Trained technicians shall respond on a twenty-four (24) hour day seven (7) days a week basis whenever ten (10) or more verifiable subscriber complaints of outage are received.

(3) The Grantee shall have a local, publicly listed telephone number. The Grantee shall provide the means to accept complaint calls twenty-four (24) hours a day, seven (7) days a week.

Section 20. RATES AND CHARGES. As required by law, and upon the Town 's request, Grantee shall file with the Town schedules which shall describe all services offered, all rates and charges of any kind, and all terms and conditions relating thereto. Grantee shall have the right to pass through to its subscribers all taxes and fees related to the provision of Cable Television Service and Grantee shall have the right to itemize all such taxes and fees on the customer bills. The Board of Mayor and Alderman reserves the right and authority to comment, whether publicly or in private, regarding Grantee's schedule of rates and charges.

Section 21. RIGHTS OF INDIVIDUALS.

(a) The Grantee shall not deny service, deny access, or otherwise discriminate against subscribers or other users, or any citizen on the basis of race, color, religion, national origin, sex or sexual orientation. The Grantee shall comply at all times with all other applicable federal, state and local laws and regulations, and all executive and administrative orders relating to nondiscrimination.

(b) Grantee shall comply with the individual privacy provisions contained in the Cable Act.

Section 22. LIABILITY AND INDEMNIFICATION.

(a) The Grantee shall, at its sole cost and expense, fully indemnify, defend and save harmless the Town , its officers, councils, commissions, and employees against any and all actions, liability, judgements, executions, claims or demands whatsoever by others, including, but not limited to, copyright infringement and all other damages arising out of the installation or operation or maintenance of the Cable Television System authorized herein, whether or not any act of omission complained of is authorized, allowed or prohibited by this Ordinance and any Franchise granted hereunder. Grantee shall further indemnify and save the Town harmless against all liabilities to others arising out of such construction, operation and maintenance, including, but not limited to, any liability for damages by reason of, or arising out of, any failure by Grantee to secure licenses from the owners, authorized distributors or licensees of programs to be transmitted or distributed by the Grantee, and against any loss, cost, expense, and damages resulting therefrom, including reasonable attorney's fees, arising out of the Grantee's exercise or enjoyment of this Franchise, irrespective of the amount of any comprehensive liability policy required hereunder.

(b) The foregoing liability and indemnity obligations of the Grantee pursuant to this section shall not apply to damages occasioned by acts of the Town , its agents or employees, nor shall it be deemed a waiver of any defense of contributory negligence which the Grantee may assert against the Town , its agents or employees.

Section 23. INSURANCE.

(a) At the time of filing written acceptance of the Franchise, the Grantee shall file with the Town Clerk Certificates of Insurance for the following:

(1) A general comprehensive public liability insurance policy, indemnifying, defending and saving harmless the Town , its officers, councils, commissioners, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under the Franchise granted hereunder with a minimum of liability of Three Hundred Thousand Dollars (\$300,000.00) for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the Town Clerk as such renewals are made, and such insurance shall be constantly kept in force and effect during the term of this Franchise.

(2) Property damage insurance indemnifying, defending and saving harmless the Town , its officers, councils, commissions, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under the Franchise granted hereunder with a minimum liability of Three Hundred Thousand Dollars (\$300,000) for property damage to any one person and Five Hundred Thousand Dollars (\$500,000) for property damage to two or more persons in any one occurrence.

(b) Such insurance as provided for in this section shall be provided at the Grantee's sole cost and expense and be kept in full force and effect by the Grantee during the existence of the Franchise and until after the removal of all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of the Cable Television System as defined in the Franchise.

(c) All of the foregoing insurance contracts shall be issued and maintained by companies authorized to do business in the State of Tennessee and they shall require thirty (30) days written notice of any cancellation or reduction in coverage to both the Town and the Grantee herein.

Section 24. FRANCHISE BOND.

(a) At the time of filing its written acceptance of the Franchise, the Grantee shall file with the Town Clerk and at all times thereafter maintain in full force and effect for the term of the Franchise, at the Grantee's sole cost and expense, a Franchise bond by a company authorized to do business in the State of Tennessee and in a form approved by the Town Attorney, in the amount of Twenty-Five Thousand Dollars (\$25,000.00), conditioned upon the faithful performance of Grantee of all the terms and conditions of its Franchise for the term thereof.

(b) The rights to the Town with respect to the bond are in addition to all other rights of the Town, whether reserved by this Ordinance or authorized by law, and no action, proceeding or exercise of right with respect to such bond shall affect any other right the Town may have.

Section 25. FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES.

The Grantee shall maintain copies of all petitions, applications and communications, relative to any Franchise granted pursuant to this Ordinance transmitted by the Grantee to, or received by the Grantee from all federal and state regulatory commissions or agencies having competent jurisdiction to regulate the operations of any Cable Television System authorized hereunder. Said copies shall be available for inspection by the Town during regular business hours of the Grantee.

Section 26. REPORTS. The Grantee shall file annually with the Town Manager not later than four (4) months after the end of its fiscal year during which it accepted a Franchise hereunder and within four (4) months after the end of each subsequent fiscal year, a letter containing the amount of the Gross Revenues for the previous fiscal year certified by Grantee's controller or chief financial officer.

Section 27. FRANCHISE RENEWAL. Upon completion of the term of any Franchise granted pursuant to this Ordinance, the procedures for Franchise renewals as established by the Cable Act will apply.

Section 28. FRANCHISE REQUIRED. It shall be unlawful for any person to construct, operate or maintain a Cable Television System in the Town unless such person or the person for whom such action is being taken shall have first obtained and shall currently hold a valid Franchise granted pursuant to this Ordinance. It shall also be unlawful for any person to provide Cable Television Service in the Town unless such person shall have first obtained and shall currently hold a valid Franchise granted pursuant to the provisions of this Ordinance. All Franchises granted by the Town pursuant to this Ordinance shall contain the same substantive terms and conditions.

Section 29. UNAUTHORIZED CONNECTIONS OR MODIFICATIONS.

(a) It shall be unlawful for any person without the expressed consent of the Grantee, to make any connection, extension, or division whether physically, acoustically, inductively, electronically, or otherwise with or to any segment of the Cable Television System for any purpose whatsoever.

(b) It shall be unlawful for any person to willfully interfere, tamper, remove, obstruct, or damage any part, segment, or content of a Franchised Cable Television System for any purpose whatsoever.

(c) Any person found guilty of violating this Section may be assessed a fine not to exceed Five Hundred Dollars (\$500.00) or sentenced to thirty (30) days in jail, or both.

Section 30. NOTICE. Whenever under the terms of the Franchise either party shall be required or permitted to give notice to the other, such notice shall be in writing and if to be served on the Town , it shall be delivered either by first class U.S. mail or by handing such notice to the Town Manager at the Town municipal offices, and if to Grantee, then by delivering by first class U.S. mail or by handing such notice to such officer at such address as Grantee shall from time to time direct. The original name and address of the officer on behalf of Grantee shall be included in Grantee's acceptance of the Franchise.

Section 31. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the remainder of this Ordinance, and any portions in conflict are hereby repealed.

Section 32. CAPTIONS. The captions to sections are inserted solely for convenience and shall not affect the meaning or interpretation of the Ordinance.

Section 33. EFFECTIVE DATE. This ordinance shall take effect and be in force from and after its adoption by the Board of Mayor and Alderman of the Town of Ashland City, State of Tennessee, this ___ day of _____, 1996. Any previously adopted Cable Television Franchise Ordinance and any amendments thereto, are hereby repealed.

ATTEST:

TOWN OF ASHLAND CITY

BY: Demetra O'Neal

Town Recorder

BY: Mary Gray Jenkins

Mayor

PASSES FIRST READING:
PASSES SECOND READING:
PASSES THIRD READING:

December 10, 1996
January 14, 1997
[Signature]

ACCEPTANCE AND ACKNOWLEDGEMENT

The Company accepts and hereby agrees to be bound by all of the items, conditions and restrictions of this Franchise.

InterMedia Partners dba,
InterMedia of Tennessee

BY: _____

DATE: _____

TITLE: _____

ATTEST:
