



**OAK RIDGE CITY COUNCIL
WORK SESSION
AGENDA**

April 28, 2014

7:00 p.m.—Call to order in the Multipurpose Room, Central Services Complex

- I. Review and discussion of final actions of 2014 Session of the Tennessee General Assembly.
- II. Follow-up on the April 21-22, 2014 visit with The Ferguson Group and the 2014 Federal Legislative Agenda.
- III. Follow-up and review of Strategic Budgetary Discussions with City Council on April 3, 10, and 17, 2014.
- IV. Review and discussion of pending expiration of the Comcast cable contract, to be potentially replaced by State franchise agreement, and impacts on future channel availability and additional costs of future broadcasts.
- V. Upcoming Agenda Items:
 - A. Recommendation from the Traffic Safety Advisory Board for Madison Avenue change to a two-way street with established short-term loading/unloading zones.
 - B. Upcoming sewer rate ordinance change for Y-12 rate, and consideration for recovery of \$1.4 million over five years for proposed equalization basin on Scarboro Road.
 - C. Request by Mayor Beehan to consider resurfacing, striping, and ADA for lower parking lot at Blankenship Field.
- VI. Updates from City Manager:
 - A. Hosting of two Indonesian government officials in Oak Ridge on May 10, 2014 through June 1, 2014 as part of the U. S. Department of State, International Fellows Program.
 - B. Economic Development Updates.
- VII. Adjournment.

**LEGAL DEPARTMENT MEMORANDUM
14-15**

DATE: April 23, 2014

TO: Honorable Mayor and Members of City Council

FROM: Kenneth R. Krushenski, City Attorney

SUBJECT: APRIL 28, 2014 WORK SESSION – PUBLIC, EDUCATION AND GOVERNMENT ACCESS (PEG) CHANNELS - COMCAST FRANCHISE INFORMATION

Attached is background information for the upcoming April 28, 2014 Work Session:

- EXHIBIT 1: Correspondence from City of Oak Ridge/Kenneth R. Krushenski to Russell Byrd dated August 30, 2013 with email attachments.
- EXHIBIT 2: Section by Section Analysis of Competitive Cable and Video Service Act.
- EXHIBIT 3: MTAS/PEG Channels.
- EXHIBIT 4: TCA 7-59-309/PEG Channel Requirements in State Law.
- EXHIBIT 5: Correspondence from City of Oak Ridge/Kenneth R. Krushenski to Ms. Lisa Cooper, TRA Programs Manager, dated July 8, 2008 regarding the application of BellSouth Telecommunications d/b/a AT&T Tennessee for a State issued franchise (letter from TRA dated July 3, 2008 also attached).



Kenneth R. Krushenski

Attachments

cc: Mark S. Watson, City Manager
Dr. Amy Fitzgerald, Government Affairs and Information Services Director
Janice E. McGinnis, Finance Director
Adam Fiscor, Information Services Manager

CITY OF
OAK RIDGE



EXHIBIT 1

Legal Department
Telephone: 865/425-3530
Telecopy: 865/425-3420

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

August 30, 2013

Mr. Russell Byrd
Director of Government & Public Affairs
Comcast Cable
5720 Asheville Highway
Knoxville, Tennessee 37924

Dear Russell:

RE: COMCAST FRANCHISE/CITY OF OAK RIDGE EXPIRATION DATE
AUGUST 3, 2014 – FIVE-YEAR OPTION TO RENEW

In reference to the above, I am setting my calendar for next year with important due dates since many of the City's contracts involve action by City Council which meets once a month on the second Monday of each month.

I would like to get your input on Comcast's intention to renew this Franchise. Please let me know your thoughts on this.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ken", written over the typed name.

Kenneth R. Krushenski
City Attorney

cc: Mark S. Watson, City Manager

Krushenski, Ken

From: Byrd, Russell <Russell_Byrd2@cable.comcast.com>
Sent: Tuesday, September 03, 2013 2:27 PM
To: Krushenski, Ken; Krushenski, Ken
Cc: mwatson@oakridgetn.org
Subject: Comcast Franchise

Good afternoon Mr. Krushenski. I am in receipt of your letter dated August 30, 2013. I will reach out to you in the coming weeks regarding the renewal of the Comcast Franchise.

Thanks

Russell E. Byrd
Senior Director of Government and Public Affairs
Comcast - Big South Region -- North Area
Desk: 865-862-5001 FAX: 865-247-4658
russell_byrd2@cable.comcast.com

Krushenski, Ken

From: Krushenski, Ken
Sent: Friday, April 04, 2014 4:55 PM
To: Byrd, Russell
Cc: Watson, Mark
Subject: Re: Franchise expiration/ meeting?

Thanks. Need to move fwd on this

Sent from my iPhone

On Apr 4, 2014, at 4:07 PM, "Byrd, Russell" <Russell_Byrd2@cable.comcast.com> wrote:

I should have a draft for you very soon. Thank you.

From: Krushenski, Ken [<mailto:KKrushenski@oakridgetn.gov>]
Sent: Tuesday, April 01, 2014 5:13 PM
To: Byrd, Russell
Cc: Watson, Mark
Subject: Franchise expiration/ meeting?

When can we get together on this? We are closing in on the August expiration date. I believe our last email exchange was in Sept 2013

Electronic communications with officials and employees of the City are subject to Tennessee's Public Records Act.

Krushenski, Ken

From: Krushenski, Ken
Sent: Wednesday, April 23, 2014 8:13 AM
To: Byrd, Russell (Russell_Byrd2@cable.comcast.com)
Cc: Watson, Mark
Subject: City Council Work session/ April 28th

Council has a discussion topic on this work session for a status update on the Comcast franchise. Do you care to add anything for me to present to them? It is a public meeting and you can attend if you want to. Let me know what you want to do. I added our City Mgr to this email

EXHIBIT 2

SECTION BY SECTION ANALYSIS “COMPETITIVE CABLE AND VIDEO SERVICE ACT”

Sections 1-3—These introductory sections explain that the new act will amend the existing cable law (Title 7, Chapter 59), name the act and summarize certain provisions and limitations of the law. This part does not alter existing state law regarding local control of public right of way or the police powers of local government and does not alter or restrict the right of any municipality or county to impose additional generally applicable taxes.

Section 4—Definitions of key terms.

The following are among key terms defined:

- “Access” means that a provider is capable of providing cable service or video service at the household address regardless of whether any customer has ordered service or whether the owner or landlord or other responsible person has granted access to the household.
- “Broadband Internet Service” means an asymmetrical connection to the internet from a home computer with an expected download data transfer rate of at least 1.5 megabits per second (Mbps), or, after January 1, 2012, a data transfer rate equal to the speed which 30% or more of the provider’s internet service subscribers actually purchase, and shall not include direct-to-home satellite service or direct broadcast satellite service.
- “Cable service” is defined as in the federal Cable Act, except that it excludes video provided by a commercial mobile service provider and information provided over the public Internet. The addition of this exception brings some parity with the “video service” definition, which excludes “cable service.”
- “Department” means the Tennessee Regulatory Authority.
- “Franchise Area” means, with respect to a large telecommunications provider, the aggregate geographic area containing its basic local exchange wire-line telephone service areas within the state. “Franchise Area” for all other holders of a state-issued certificates of franchise authority means the geographical area described in the application for a certificate of franchise within which a holder of a state-issued certificate of franchise authority is seeking authority to deliver video services.
- “Franchise authority” means “franchising authority” as set forth in 47 U.S.C. § 522(10) or other governmental entity empowered by federal, state, or local law to grant a franchise. With regard to the holder of a state-issued certificate of franchise authority within the areas covered by such certificate, the Department is the sole franchising authority. With respect to a franchise agreement with a municipality or county governing

authority, that municipality or county is the sole franchising authority within the service area governed by that franchise agreement.

- “Incumbent cable service provider” means any cable operator providing cable service on the effective date under an expired or unexpired franchise.
- “Gross revenues” for state franchisees is defined to include revenues from the provision of cable or video service, including advertising revenue and home shopping revenue commissions. Local franchisees will be subject to the gross revenue definitions in local franchises unless a state franchise is obtained. Gross revenues shall not include any tax, surcharge, or governmental fee; any revenue not actually received such as bad debt; refunds; Internet access services; late fees; and inside wiring; but at the discretion of a local government may include franchise fees collected.
- “Large telecommunications provider” means a telecommunications entity providing cable or video service with 1 million access lines in the state as of January 1, 2008. This status triggers certain deployment and reporting obligations and remedies, if necessary.
- “Low-income household” with respect to a large telecommunications provider means a household with an average annual income of less than \$35,000 or median household income within the holder’s franchise area. For other providers median household income may be the threshold for determining low-income households.
- “Video service” is video programming provided through wireline facilities that are located at least in part in the public rights-of-way without regard to delivery technology including Internet protocol. Cable service is not included within this definition. Video service does not include satellite, commercial mobile service or information provided over the public Internet.
- “Video service provider” is defined as a provider of video service or cable service that obtains a state certificate of franchise authority.

Section 5—Two parallel franchising procedures for cable and video service providers beginning on the effective date of July 1, 2008.

The local franchise process is preserved at the option of the cable or video provider. Alternatively, beginning on July 1, 2008, a provider can seek a certificate of franchise authority from the Department. In addition, a provider may opt into the terms of another cable or video service provider’s local franchise.

There is immediate opt-in option to the state franchise process for incumbents beginning on July 1, 2008.

For an incumbent with an expired franchise, an application for a state franchise must be made within 180 days after the effective date if no local franchise has been negotiated.

The issuance of a state franchise terminates any unexpired local franchise and requirements therein are unenforceable, except franchise fees will continue to be paid as under the terminated franchise unless the locality changes the franchise fee or until the date the local franchise would have expired.

The municipal and/or county franchise is terminated on the date the Department issues the certificate of franchise authority and no provision of such terminated local franchise is enforceable, except that until the date upon which the local franchise would have naturally expired, an incumbent cable service provider or entity or person providing cable or video services under a franchise agreement which is terminated pursuant to this part shall not reduce or otherwise diminish access to cable or video services of any subscriber as of the date of termination if such subscriber does not have access to cable or video services from another local franchise holder or a holder of a state-issued certificate of franchise authority.

Section 6—Application procedures for a state franchise.

To receive a certificate of franchise authority, a cable or video service provider shall file an application with the Department. A copy of such application shall be provided simultaneously to any affected municipality or unincorporated county. The applicant must submit an affidavit containing key contact information and a service area description must be submitted along with a filing fee and an amendment fee based upon a tiered schedule that is based on the size of the applicant's service area. State-issued franchise holders will also be assessed an annual fee if the total filing and amendment fees for an annual period do not amount to the cost to administer.

The application for a certificate of franchise authority shall consist of an affidavit (no other application form is required) signed by an officer or partner that affirms each of the following requirements:

- The applicant must agree to comply with applicable federal, state and local laws, to make necessary FCC filings, and to provide emergency alert system services to all video service customers in accordance with the standards set forth in including any FCC waivers thereof.
- A written description of the municipalities and unincorporated counties to be served.
- That the service provider intends to begin to offer video service or cable service for purchase within (24) months of the date of the issuance of a certificate of franchise authority.
- That the applicant agrees to indemnify and hold harmless the state, municipality, county and any employee or representative.
- The location and telephone number of the principal place of business, the names of the principal executive officers of the applicant and the names of any persons authorized to represent the applicant before the Department.
- The applicant must affirm it is managerially, financially and technically qualified.
- A description of the applicant's customer service complaint handling process.
- The applicant will notify localities of their right to receive a franchise fee on or before providing service, that it will provide notice to a locality before commencing service and that it will comply with the non-discrimination and service deployment provisions of the

law. In addition, applicants, including an incumbent cable providers under certain circumstances must provide a deployment plan demonstrating how it will comply with the non-discrimination (and if applicable, deployment) provisions of the bill.

- The applicant agrees to comply with buildout requirements in Sections 12 & 13 as applicable.
- The applicant agrees to provide notice to an affected local governing authority 10 days prior to providing service in the jurisdiction.
- The Department must notify the applicant within 15 days of any incomplete application. After determining that an application is complete, the Department must determine whether the applicant is managerially, financially and technically qualified. Incumbent cable and large telecommunications providers are deemed qualified (unless the incumbent doubles its operations area or does not have cable and/or video assets of at least \$10 Million in the state). The Department must also find the deployment plan of applicants that have no existing network to be sufficient.

If the Department does not issue a certificate to an incumbent or to a large telecommunications provider within 45 days of receipt of a completed application, it is deemed granted. For other applicants, if the certificate is not issued within 180 days of the submission of a completed application, the applicant receives “temporary” authority until the Department finally approves or denies the application.

A certificate:

- Costs up to \$15,000;
- Has 10 a year term;
- Is transferable upon 10 days prior notice and application for a state certificate within 90 days of consummation;
- Is terminable by the holder upon notice to the Department, localities and customers;
- Can be amended, but the Department cannot deny amendment unless it has determined bad faith;
- Must be amended when there is a change in the application information (up to \$1,000 fee for amendments); and
- Supersedes any local franchise for an area for that franchisee.

Large telecommunications providers must apply for its initial state-issued certificate of franchise authority within one (1) year after the effective date of this Act. A large telecommunications company may apply for a local franchise at any time.

Section 7—Franchise fees.

State franchisee shall pay a franchise fee equal to 5% of gross revenues. The municipality or county may adopt a resolution to change the franchise fee equal to 5% on incumbent providers who convert to a state franchise.

The incumbent cable operator who obtains a state franchise shall continue to pay franchise fee required until it naturally expires provided they continue to comply with access and deployment or future buildout requirements.

The locality has the right to audit relevant books annually to ensure compliance with franchise fee payments (looking back no more than 3 years) and there is a 6 year limitations period to pursue a claim for underpayments or overpayments. Each party bears its own costs in this process except for travel costs of the auditor if a payment of more than 10% is due from the provider. A municipality or county may contract with the Comptroller of the Treasury or a third party for the audit and/or review of records and contingency fees are prohibited.

In the event of fraud, the Comptroller can conduct an audit beyond the 6-year period.

The locality can impose local taxes and fees of general applicability but no other fees on video or cable service.

Section 8—Limits on the authority of state and local governments.

Localities cannot require providers to negotiate a local franchise. The decision to choose whether to utilize either a state franchise or a local franchise is within the sole discretion of the cable or video service provider. The existing state law for a provider with a local franchise remains in tact.

Other than the franchise fee, no governmental entity can request anything of value from a video service provider or impose other franchise related requirements. No regulation of retail VoIP is permitted.

Section 9—Customer service.

The FCC customer service standards apply to state franchisees while local franchise requirements apply to local franchisees.

For providers operating under local franchises, the customer service standards in the franchise apply and the locality will handle complaints consistent with the terms of the franchise.

For state franchisees, complaints regarding compliance with the FCC standards are subject to subscriber agreement provisions and procedures. A customer or locality can file a complaint with the Department. The Department can order cure or up to a 3-month service credit. The Department can only review individual complaints (not investigate a provider generally).

Any rights of consumers under the Consumer Protection Act are preserved.

Section 10—PEG channels and support –

PEG channels that exist today are continued and new providers must carry those channels. Standards are provided for utilization of multiple PEG channels and those not being utilized can be reclaimed by the provider.

Communities who do not have PEG channels are entitled to have channels based upon population tiers.

No additional costs will fall on PEG channels, the costs of hook-up and transmission must be paid by the provider.

Under certain circumstances and over time, PEG channels may be migrated to digital service tiers thereby freeing up bandwidth for additional channels or services. Providers are responsible for maintaining availability of most PEG channels to subscribers to the lowest cost plan even if the provider is required to provide converter boxes at a low cost to subscribers.

Communities currently receiving PEG support would continue to receive PEG support payments. New PEG communities not receiving support payments could require payments in the future but would be limited to 5% on a combined basis counting franchise fees and PEG payments.

Section 11—Police Power Preservation.

This section generally preserves local police powers and the locality's right to regulate the right of ways in a non-discriminatory manner, including the authority to regulate the installation and placement of video or cable facilities for the purpose of addressing the aesthetic concerns of the community.

To promote competition, the section establishes a condition to all trenching permits issued to utilities that are under-grounding their facilities to new developments to notify all cable and video providers 60 days in advance of when trenches will be opened.

Section 12—Red-lining prohibition and service deployment requirements.

State franchisees shall not discriminate in offering cable or video service based on income, race, gender, or ethnicity of potential customers.

Large telecommunications providers are required to offer service to 30% of all the households in its franchise area that the provider offers telephone service to within 42 months after receiving a state franchise.

Large telecommunications providers are required to offer their cable or video service so that no less than 25% of total households that have access to the service are "low-income" households within 42 months after receiving a state franchise.

Incumbent cable providers are deemed to have satisfied this affirmative obligation, except for new areas not covered under an existing local franchise.

After the forty-two (42) months referenced above has elapsed, except as provided for herein, all holders of a state-issued certificate of franchise authority shall prepare an annual report on the estimated percentage of low-income households with access to its service. Incumbent providers are exempt with respect to areas currently served.

A large telecommunications provider may satisfy the percentage thresholds by using an alternative technology that offers substantially similar services and capabilities (including PEG and Emergency Alert System Services), except satellite cannot be used.

Broadband Deployment Incentive

A holder of state franchise may for purposes of calculating 30% buildout requirement may count each household that did not have access to the holder's broadband service as two households and each household that did not have access to any broadband services as four households.

Section 13 –Department Oversight of Provider Compliance

Individuals and localities on behalf of their citizens have standing for claims of violation of non-discrimination & deployment, franchise authorization & termination notice, amendments, PEG, minority participation plans and reporting.

The Department shall investigate complaints and make determination. Upon finding a violation, the Department can generally order the provider to:

- Cure;
- Assess civil penalties for non-compliance as appropriate; and/or
- Revoke the certificate upon finding of bad faith.

Any penalties assessed shall be deposited into the Tennessee Broadband Deployment Fund.

Section 14—Hiring and contracting with minorities, women and other disadvantaged groups.

This section requires video service providers to provide plans and reports relating to contracting with minorities, women, disabled veterans and other disadvantaged groups with regard the construction of video systems.

By January 31 of each year, any holder of a state-issued certificate of franchise authority shall prepare and submit a report to the Department entitled the "Video Services Minority, Women and Disabled Veteran-Owned Business Participation Report."

Section 15—Annual Report from Department to General Assembly

On March 1, 2009, and March 1 of each year until 2011, the Department shall file a report with the General Assembly that includes information on the number of state franchise applications received, approved and denied. The report will also include the areas covered, the number of

consumer complaints received and the number of localities with two or more providers and aggregate summary of low income households' access reports submitted by state franchise holders.

The report will be based on public information and cable and video providers cannot be required to provide information (regarding new services, future deployment plans and competition).

Section 16—Creates Tennessee Broadband Deployment Fund

This section creates the Tennessee Broadband Deployment Fund as a separate account in the state treasury separate from the general fund. Moneys shall be deposited into the fund as provided by law or provisions of the general appropriation act.

The fund shall be used by Department to promote the deployment of broadband Internet service to unserved areas of the state pursuant to guidelines developed by the Department in consultation with the Broadband Taskforce and Connected Tennessee.

Section 17 –Telecommunications Joint Ventures

Municipalities, counties and cooperatives are authorized to form telecommunications joint ventures with other entities (“TJV”) for the limited purpose of providing broadband service, which may include Internet service, VoIP, or video over IP.

TJV's subject to local, state and federal cable and video franchise laws.

A TJV is only eligible to provide broadband service in historically un-served areas defined as:

- Are residential and have no broadband for at least 5 years; and
- Are located outside the service area of a video or cable service provider (state or locally franchised).

Current law restrictions and prohibitions on cooperatives and municipal electrics cross subsidization and limitation on service provision would be maintained.

Electric coops and munis cannot charge cable more than 50% of the current cable pole rent rate in areas with no existing broadband Internet service that a cable operator extends service to and they must provide pole access to cable operators serving areas described above that have no broadband.

Electric coops and munis must apply to the Department for finding that a target area is historically unserved and that no private provider intends to serve the area.

The application requirements:

- Serve all cable, video and telecommunications providers within 50 miles with copy of application; and

- Include proof that electric coops /munis publicly advertised intent to form TJV and provided notice to area cable, video and telecommunications providers of intent apply to Department 60 days in advance.

All Area Broadband Providers have the right to submit comments regarding any application to the Department and all records of TJV shall be available for disclosure and public inspection.

The Comptroller (with Department cooperation) must provide an annual report to the General Assembly not later than January 31, 2011, and every year after by January 31, on the status of broadband services under this section.

Section 18 – Notices

Certain notices, including service inception, transfers, terminations, etc. are required to go to local governments within certain timeframes.

Section 19 – Indemnification

State and local governments are held harmless from legal actions against any holder of a state franchise related to their use of public rights-of-way.

Sections 20-28

Conforms existing cable television law with the provisions of the bill.

Section 29 - Severability

If any provisions of the law are struck down the rest survives.

Section 30 - Effective Date.

The effective date is July 1, 2008

EXHIBIT 3

ABOUT

RESEARCH TIPS

Municipal Technical Advisory Service

...in cooperation with the Tennessee Municipal League

- Airports
- Alcohol and Beer Regulations
- Business Regulations
- Code Enforcement
- Courts
- Economic Development
- Education
- Finance
- Governing Structure
- Human Resources
- Information Technology
- Open Government
- Parks and Recreation
- Planning and Zoning
- Public Safety
- Public Works
- Risk Management

Home » Information Technology » Cable TV/Telecommunications and Utility Franchises » Competitive Cable & Video Services Act » PEG Channels

Search Terms or reference number Topics

PEG Channels

Reference Number: MTAS-1400
 Tennessee Code Annotated
 Reviewed Date: March 22, 2013

Printer-friendly version Send by email View PDF of Section

When a cable service provider applies for a state-issued certificate to serve a city, the city must notify the state of the number of any public, educational, and government access channels (PEG channels) that are in use or have yet to be activated under any existing franchise agreement. In addition, the city's notice must include the terms under which such PEG channels are provided under the existing agreement. This information is required to be filed with the TRA by the city, even if the application is not filed by the incumbent provider. Within 90 days of providing cable services, the holder of a state-issued certificate must provide the same number of PEG channels, under the same terms, as the number the city has activated with the incumbent provider.

The number of PEG channels a city is entitled to receive is the number provided under the existing franchise agreement on January 1, 2008, even if the agreement expires or is terminated for a state-issued certificate. Cities receiving no PEG channels under an existing franchise agreement may make a written request that PEG channel access be provided by the cable company serving the area, and the company must provide access based on population of the area served. Up to three PEG channels must be provided to a city with 50,000 or more households; up to two PEG channels for a city having fewer than 50,000 but more than 25,000 households; and, one PEG channel for a city with fewer than 25,000 households. The cities and counties served in the area shall determine how the PEG channels will be shared by the local governments.

The operation and content of programming for PEG channels is the responsibility of the local governments. Holders of state-issued certificates of franchise authority must transmit PEG channels by either interconnection or transmission of the signal from each PEG channel programmer's origination point. State-authorized PEG access support fees are available to cities in amounts not to exceed 1 percent of gross revenues. Incumbent agreements requiring PEG support fees will remain in effect. Local governments not receiving PEG access support fees under existing franchise agreements may adopt an ordinance or resolution requiring the holder of a state-issued certificate to make PEG support payments to the county or city. However, the PEG access support fees, combined with the franchise fees, may not exceed 5 percent of gross revenues.

Incumbent cable service providers that provide free cable service to schools or government offices in a city or county must continue to provide free service to those areas until the termination date of the existing agreement. The city or county must provide a listing to the cable company of locations at which free service is provided. Any other cable or video service provider or holder of a state-issued certificate that serves the same area must provide free service to the same locations.

Responsible: Justin O'Hara

< Customer Service Complaints up Underground Utilities >

Administration
 Subscribe to RSS Feed
 Return to MTAS

Municipal Technical Advisory Service...in cooperation with the Tennessee Municipal League



the specific customer complaints brought to the department. Nothing in this part alters, limits, or expands any existing remedy available to any customer, or any power available to the attorney general and reporter, pursuant to the Tennessee Consumer Protection Act of 1977, compiled in title 47, chapter 18. [Acts 2008, ch. 932, § 9.]

Effective Dates. Acts 2008, ch. 932, § 30.
July 1, 2008.

Section to Section References. This section is referred to in § 7-59-305.

7-59-309. Notice of authorized and activated public, educational, and governmental access channels — Additional channels — Operation and content — Access support fees. — (a)(1) A county or municipality shall, within ten (10) days following the 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 department regarding the number of public, educational, and governmental access channels, "PEG" channels, that have been activated and are authorized to be activated and the amount of any fee or other payment for PEG access 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 the agreement has expired.

(2) For purposes of this section, a PEG channel is deemed activated if it is being utilized for PEG programming within the municipality or county.

(3) For purposes of this section, "PEG programming" means noncommercial local interest programming that may include meetings of local governing bodies, boards and commissions, community events, community sporting events, community school programs, arts programs, educational programming provided by departments or agencies of the federal or state government, cultural and history programs, classroom and instructional programs, community news and information programs, programs for children and seniors, or other similar programs.

(b) If a municipality or county has provided the notice required under subsection (a), then within ninety (90) days after beginning to offer cable or video service for purchase in a municipality or county, or, in the case such notice has not occurred, within ninety (90) days after the date the notice occurs, a holder of a state-issued certificate of franchise authority shall designate the same number of PEG channels for PEG programming that a municipality or county has activated as described in the notice provided pursuant to subsection (a). If access to PEG facilities or appropriate PEG personnel is not reasonably available to the holder during the ninety-day period, the period shall be extended proportionately day for day for up to ninety (90) additional days unless the party controlling access to the facility where the PEG programming is produced unreasonably denies the provider with access to the facility. The channels shall be provided notwithstanding whether the applicable incumbent cable service provider has terminated its franchise in favor of a state-issued certificate of franchise authority and no interruption in PEG programming distribution shall occur as a result of the termination.

(c)(1) In the event a municipality or county has not utilized the maximum number of PEG channels as described in the notice provided pursuant to subsection (a), access to the additional channel or channels shall be provided upon one hundred twenty (120) days' request to the holder of a state-issued certificate of franchise authority or incumbent cable service provider. PEG channels shall be subject to the utilization standards contained in the unexpired franchise until the expiration date of the franchise even if terminated for a state-issued certificate of franchise authority. In all cases following the expiration date of existing franchises, "substantial utilization" shall be determined as follows:

(A) For the first PEG channel activated on a system, eight (8) hours of PEG programming per day is programmed on average for each calendar quarter, which programming may include character-generated programming that is not outdated and is of interest to the local community; and

(B) For each additional activated PEG channel, ten (10) hours of PEG programming per business day, other than character-generated programming, is programmed for each calendar quarter.

(2) For purposes of measuring compliance with the minimum programming per day as provided in this subsection (c), the broadcast of any one (1) program in excess of two (2) times within any twenty-four-hour period or in excess of six (6) times in a business week shall not count toward the minimum requirement. An incumbent cable service provider or holder of a state-issued certificate of franchise authority may give notice of its intent to recover for its own use any PEG channel that is not substantially utilized; provided, that, if within ninety (90) days of the giving of the notice the county or municipality begins substantially utilizing the PEG channel, it shall remain a PEG channel. If at the end of such period the channel is not being substantially utilized, the incumbent cable service provider or holder of a state-issued certificate of franchise authority may recover the channel for its own use.

(d) After July 1, 2008, the maximum number of PEG channels to which a municipality or county has access with regard to a cable or video service provider shall be the number, if any, provided for in any local franchise agreement in effect as of January 1, 2008, notwithstanding the subsequent expiration of the agreement or termination of the agreement for a state-issued certificate of franchise authority.

(e) If a municipality or county did not have PEG channels under the incumbent cable service provider's franchise agreement as of July 1, 2008, the cable or video service provider shall designate upon written request a sufficient amount of capacity on its cable system or video service network to support up to three (3) PEG channels for a municipality or county with a population of fifty thousand (50,000) or more households; up to two (2) PEG channels for a municipality or county with less than fifty thousand (50,000) but not more than twenty-five thousand (25,000) households; and one (1) PEG channel for a municipality or county with less than twenty-five thousand (25,000) households. If a provider serves more than one (1) municipality or county from a single headend, then the number of households served over the entire system shall be aggregated for purposes of calculating the maximum number of channels that must be provided over the system under this subsection (e). The

municipalities or counties served over a system shall determine how the channel or channels provided will be shared. To qualify for the first PEG channel on a system under this subsection (e), a municipality or county shall affirm its intent to substantially utilize the channel as provided for in this subsection (e). With regard to the first PEG channel, the substantial utilization standard shall not be reviewed until nine (9) months after the channel is activated by the municipality or county. Where one (1) or more PEG channels are authorized over a system, an additional channel, up to the maximum number of PEG channels allowed under this subsection (e), may be requested upon a showing that existing PEG channel or channels are being substantially utilized as provided for in this subsection (e).

(f)(1) The operation and content of any PEG channel provided pursuant to this section shall be the responsibility of the municipality or the county receiving the benefit of the channel and the cable or video service provider bears only the responsibility for the transmission of the channel. A holder of a state-issued certificate of franchise authority must transmit a PEG channel by one (1) of the following methods:

(A) Interconnection, which may be accomplished by direct cable, microwave link, satellite or other method of connection. Upon request, if technically feasible, an incumbent cable service provider must interconnect its network for the provision of PEG programming with a holder of a state-issued certificate of franchise authority. The terms of the interconnection shall be as mutually agreed and shall require the requesting holder to pay the reasonable costs of establishing the interconnection. It is declared to be the legislative intent that an incumbent cable service provider should not incur any additional cost as a result of an interconnection required pursuant to this subdivision (f)(1)(A). In the event a holder of a state-issued certificate of franchise authority and the incumbent cable service provider cannot agree upon the terms under which the interconnection is to be made or the costs of the interconnection, either party may request the department to determine the terms under which the interconnection shall be made and the costs of the interconnection. The determination of the department shall be final. Upon notice to the governing authority of the county or municipality, the time for the holder of a state-issued certificate of franchise authority to begin providing PEG programming as required in this section shall be tolled during the time the department is making its determination; or

(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.

(2) All PEG channel programming provided to a cable or video service provider for transmission must meet the federal national television system committee standards or the advanced television committee standards. If a PEG channel programmer complies with these standards and the holder does not provide transmission of the programming without altering the transmission signal, then the holder must do one (1) of the following:

(A) Alter the transmission signal to make it compatible with the technology or protocol the holder uses to deliver its service; or

(B) Provide to the municipality or county, at the holder's expense, in the case of PEG channels activated as of July 1, 2008, the equipment needed to accomplish such alteration.

(3) If accessibility to PEG programming or a subscriber's ability to utilize PEG programming transmitted by a holder of a state-issued certificate of franchise authority is materially different than that provided by an incumbent cable provider, then the holder shall make available a description of the differences on a publicly accessible website and within the holder's marketing materials and customer service agreements.

(g) The provision of PEG content to the provider shall constitute authorization for the provider to carry the content, including, at the provider's option, beyond the jurisdictional boundaries of the municipality or county; provided, that the municipality or county can acquire the rights at no additional cost. If the municipality or county cannot acquire the rights, then the municipality or county shall be responsible for not transmitting the content to any provider that is unable to restrict the content to a jurisdictional boundary.

(h)(1) All PEG channels provided by either an incumbent cable or video service provider or by a holder of a state-issued certificate of franchise authority may be provided in a digital format at the provider's or holder's option; provided, that the availability to subscribers of the PEG programming provided by an incumbent cable provider or a holder of a state-issued certificate of franchise authority shall be in accordance with the terms of any applicable local franchise agreement, except as provided in this section.

(2) PEG channels may be provided as follows:

(A) If, as of July 1, 2008, a county or municipality has activated more than three (3) channels:

(i) One (1) such channel may, upon one hundred twenty (120) days' notice to the county or municipality, be moved to any tier of service to which at least fifty percent (50%) of the subscribers served by the cable or video service provider in the area served by the PEG channel actually subscribe;

(ii) Not earlier than two (2) years following July 1, 2008, an additional channel may be moved as provided in subdivision (h)(2)(A)(i); and

(iii) Not earlier than three (3) years after July 1, 2008, one (1) additional channel may be moved as provided in subdivision (h)(2)(A)(i);

(B) If, as of July 1, 2008, a county or municipality has activated three (3) channels:

(i) One (1) such channel may, upon one hundred twenty (120) days' notice to the county or municipality, be moved to any tier of service to which at least fifty percent (50%) of the subscribers served by the cable or video service provider in the area served by the PEG channel actually subscribe; and

(ii) Not earlier than two (2) years following July 1, 2008, an additional channel may be moved as provided in subdivision (h)(2)(B)(i);

(C) If, as of July 1, 2008, a county or municipality has activated two (2) channels, one (1) such channel may, upon one hundred twenty (120) days' notice to the county or municipality, be moved to any tier of service to which at least fifty percent (50%) of the subscribers served by the cable or video service provider in the area served by the PEG channel actually subscribe;

or

(D) Notwithstanding any provision in this section to the contrary, up to three (3) PEG channels of a municipality or county may, upon one hundred twenty (120) days' notice to the county or municipality, be provided on any tier of service if the channels are available to subscribers that only subscribe to a cable or video service provider's lowest cost tier. If additional equipment is required for such a subscriber to have access to the PEG channels provided on the tier of service, then the monthly cost for the equipment shall not exceed the greater of three dollars (\$3.00), adjusted annually to reflect inflation commencing after the effective date in accordance with the consumer's price index, or ten percent (10%) of the cost of the tier. The cable or video service provider may seek a waiver from the department of the foregoing price limitation if it can show that under the circumstances, the limitation is unreasonable. In addition to the PEG channel relocation rights under subdivisions (h)(2)(A), (B) and (C), following October 1, 2009, to the extent that a provider makes at least three (3) PEG channels available to subscribers as described in this subdivision (h)(2)(D), then upon at least sixty (60) days' notice to the county or municipality, any additional PEG channels may be moved to any tier of service to which at least fifty percent (50%) of the subscribers served by the cable or video service provider in the area served by the PEG channel actually subscribe.

(3) Any PEG channels activated after April 1, 2008, may be provided on any tier of service to which at least fifty percent (50%) of the subscribers served by the cable or video service provider in the area served by the PEG channel actually subscribe.

(4) The determination as to whether a particular PEG channel or channels are to be moved pursuant to this subsection (h) shall be subject to the approval of the governing authority of the affected county or municipality.

(i) A holder of a state-issued certificate of franchise authority is not required to interconnect for or otherwise transmit PEG content that is branded with the logo, name, or other identifying marks of another cable or video service provider.

(j) Municipalities and counties shall be eligible for state-authorized PEG access support fees as follows:

(1) A holder of a state-issued certificate of franchise authority shall, immediately upon beginning to offer cable or video service for purchase in a municipality or county, be required to make state-authorized PEG access support payments that are equivalent to any PEG access support payments required to be made by the incumbent cable service provider in accordance with the notice required by subsection (a). The obligation shall continue until the natural expiration date of the incumbent cable service provider's local franchise that was in existence as of January 1, 2008, or, in the case of a local franchise that has expired but the terms of which are still in effect, until a new local franchise agreement or a state-issued certificate of franchise authority for the provider becomes effective, referred to in this section as the initial PEG support period. The payment obligation shall be as follows:

(A) If the incumbent cable service provider provides PEG access support in the form of periodic payments to the municipal or county governing authority that are equal to a percentage of gross revenue or a specified

per-subscriber amount, the holder of a state-issued franchise shall make state-authorized PEG support payments to the governing authority equal to the same percentage of gross revenue or per-subscriber amount; or

(B) If the incumbent cable service provider provides PEG access support to the municipal or county governing authority in the form of a lump-sum payment or a series of fixed payments, then to the extent that the incumbent cable service provider's obligation to make the payments remains unsatisfied as of January 1, 2008, the holder of a state-issued certificate of franchise authority shall pay to the municipality or county a state-authorized PEG support payment amount equal to the portion of the incumbent cable service provider's remaining obligation due during the calendar year multiplied by a fraction, the numerator of which is the total number of the holder's subscribers in the municipality or county thirty (30) days prior to the payment due date and the denominator of which is the total number of cable service and video service subscribers of all providers of cable and video service in the municipality or county as of the same date.

(2) Following the initial PEG support period, a municipality or county that had received initial PEG access support shall, upon written notification to all cable and video service providers serving the municipality or county, be entitled to continue to receive state-authorized PEG access support equal to the same percentage of gross revenues, not to exceed one percent (1%), as it was receiving at the end of the initial PEG support period; provided, however, that no municipality or county shall receive less on a per subscriber basis than it received from the initial PEG support payments. If such a municipality or county is receiving state-authorized PEG support in an amount that is less than one percent (1%), then a municipality or county may, pursuant to a duly adopted ordinance or resolution, increase its state-authorized PEG support to an amount not to exceed one percent (1%) of gross revenue for the sole purposes of paying any category of costs that were being covered by initial PEG support payments. The right of a municipality or county to require a state-authorized PEG support payment following the initial PEG support period under this subsection (j) is discretionary with the municipality or county and nothing shall prohibit a reduction of the payments.

(3) A municipality or county not receiving initial PEG support payments, may, pursuant to a duly adopted ordinance or resolution, require that a holder of a state-issued certificate of franchise authority pay state-authorized PEG support payments to the county or municipality in an amount not to exceed one percent (1%) of gross revenue, for the sole purpose of paying capital costs of equipment in connection with the operation of PEG channels; provided, that the aggregate amount of state-authorized PEG support payments pursuant to this subdivision (j)(3) together with any franchise fees required to be paid under § 7-59-306 shall not exceed five percent (5%) of gross revenues.

(4) Notwithstanding any provision of this part or state law to the contrary, amounts received by a municipality or county for PEG support may not be used for other purposes.

(5) All payments due under this section shall be remitted with the franchise fee payment, and the administrative provisions of § 7-59-306 and the definitions of § 7-59-303 shall apply.

(6) All cable and video service providers may designate that portion of the subscriber's bill attributable to any payment required under this section as a separate item on the bill and recover the amount from the subscriber.

(k)(1) Notwithstanding § 7-59-307(c), an incumbent cable service provider that provides free cable service to schools or government offices in a municipality or county on July 1, 2008, shall be required to continue to provide the free service to those locations until the natural termination date of the local franchise agreement; provided, that the municipality or county provides the incumbent with a list of locations where the free service is provided as of July 1, 2008. Any other cable or video service provider or holder of a state-issued certificate of franchise authority that serves the same municipality or county as an incumbent cable service provider that is offering free cable service as provided for in this subsection (k) shall provide a comparable level of free cable or video service to the same locations as listed by the municipality or county until the natural termination date of the incumbent's local franchise agreement.

(2) Notwithstanding the requirements of subdivision (k)(1), all cable or video service providers providing cable or video services in a municipality or county, including all holders of a state-issued certificate of franchise authority providing services under the state-issued certificate, and the municipality or county are authorized to negotiate any other arrangement agreed to by all parties other than meeting the requirements of subdivision (k)(1). [Acts 2008, ch. 932, § 10.]

Effective Dates. Acts 2008, ch. 932, § 30.
July 1, 2008.

7-59-310. Placement of underground utilities — Notice and specifications. — (a) Nothing in this part precludes the exercise of police powers by municipalities or counties, including the adoption and enforcement of any proper ordinances or resolutions not in conflict with this part.

(1) Nothing in this part diminishes or derogates from the ordinances or resolutions duly adopted by the governing body of a municipality or county and applicable to occupants or users of the public rights-of-way.

(2) Cable and video service providers must abide by the rights-of-way ordinances and resolutions of the municipality or county of general applicability in which the service is provided as well as any applicable state laws or rules.

(3) Nothing in this part diminishes or derogates from the existing powers promoting the health, safety and welfare of a community and its citizens, including the authority to regulate, during the permitting process, the installation and placement of video or cable facilities for the purpose of addressing the aesthetic concerns of the community.

(b)(1) Notwithstanding any provision in this part to the contrary, in cases of new construction or property development where utilities are to be placed underground, each municipality, county or other relevant permitting authority shall establish as a condition to issuing each permit for open trenching to any developer or property owner that the developer or property owner give all providers of cable or video service serving the applicable municipality or

CITY OF
OAK RIDGE



EXHIBIT 5

LEGAL DEPARTMENT
Telephone: 865/425-3530
Telecopy: 865/425-3420

POST OFFICE BOX 1 • OAK RIDGE, TENNESSEE 37831-0001

July 8, 2008

Ms. Lisa Cooper
TRA Programs Manager
ATTN: Docket Room (08-00115)
460 James Robertson Parkway
Nashville, Tennessee 37243

Dear Ms. Cooper:

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

In response to your correspondence dated July 3, 2008 regarding PEG access channels, I am enclosing a copy of our City's Franchise Agreement with Comcast. The information you requested is contained at Section 17, Subsection 2 on page 10 under Service Requirements. It reads as follows:

"Reserve at least two (2) channels, without charge, for the exclusive use of the City. With prior approval of the City, such channels may be used for educational or other purposes, including public access. In the event both channels are substantially utilized and the City determines that an additional channel is required for public, educational or government purposes, the Company shall make such additional channel available."

As you can see, the City of Oak Ridge is entitled to three (3) PEG channels under our Franchise Agreement. We currently have only one (1) active channel and it is designated for use by our City schools.

Based on information provided to me by Janice McGinnis, Finance Director for the City of Oak Ridge, the City does not receive any PEG support payments from Comcast.

I hope this answers your request. If you need any further information, please contact me.

Very truly yours,

Handwritten signature of Kenneth R. Krushenski in black ink.
Kenneth R. Krushenski
City Attorney

Enclosure

cc: James R. O'Connor, City Manager
Steven W. Jenkins, Deputy City Manager
Janice E. McGinnis, Finance Director
Jacquelyn J. Bernard, City Clerk

7/7/08 - Copies to City and City att

TENNESSEE REGULATORY AUTHORITY

RECEIVED

2008 JUL -7 AM 8:37

460 James Robertson Parkwa
Nashville, Tennessee 37243-0501



July 3, 2008

City of Oak Ridge
ATTN: Mayor Thomas Beehan
P.O. Box 1
Oak Ridge, Tennessee 37831

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

Dear Mayor Beehan:

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 July 1, 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 BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee ("AT&T").

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 AT&T 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

¹ 2008 Tenn. Pub. Acts 932.

² CCVSA § 10(a).

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 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 (08-00115)
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

³ CCVSA § 15 (b)(2).

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).

RESOLUTION

WHEREAS, by Ordinance No. 12-99, City Council granted a non-exclusive franchise to Alexcom Limited Partnership (d/b/a Tennessee Cablevision, Inc.) to operate, maintain and carry on a cable communications system in the city; and

WHEREAS, on April 1, 2000, Comcast Cable Communications, Inc. acquired Tennessee Cablevision, Inc.; and

WHEREAS, pursuant to Section 26 of Ordinance No. 12-99, Comcast Cable Communications, Inc., hereby requests the assignment of the franchise, which approval City Council may not unreasonably withhold; and

WHEREAS, Comcast Cable Communications, Inc. has agreed to comply with all terms and conditions set forth in the franchise; and

WHEREAS, the City Manager recommends approval of the assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCILMEN OF THE CITY OF OAK RIDGE, TENNESSEE:

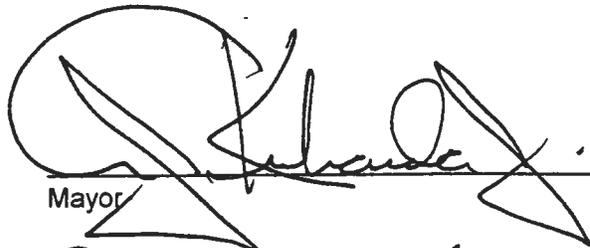
That the recommendation of the City Manager is approved and the franchise granted by Ordinance No. 12-99 for a non-exclusive franchise to Alexcom Limited Partnership to operate, maintain and carry on a cable communications system in the city is hereby assigned to Comcast Cable Communications, Inc.; said franchise expiring on August 3, 2014, with one five (5) year option to renew.

This the 22nd day of May 2000.

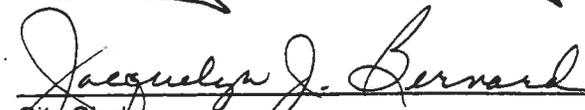
APPROVED AS TO FORM AND LEGALITY:



City Attorney



Mayor



City Clerk

TITLE

AN ORDINANCE GRANTING A NON-EXCLUSIVE FRANCHISE TO ALEXCOM LIMITED PARTNERSHIP, TO OPERATE, MAINTAIN AND CARRY ON A CABLE COMMUNICATIONS SYSTEM IN THE CITY; SETTING FORTH CONDITIONS UNDER WHICH THIS FRANCHISE IS GRANTED; PROVIDING FOR REGULATIONS AND USE OF THE CABLE COMMUNICATIONS SYSTEM AND TERMINATION OF THE FRANCHISE FOR VIOLATIONS OF THE PROVISIONS OF THIS ORDINANCE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCILMEN OF THE CITY OF OAK RIDGE, TENNESSEE:

Section 1. Definitions.

- (a) "Basic Cable Service" means the basic tier program package as defined by 47 U.S.C. § 543(b)(7), as may be amended. This service shall be required as a prerequisite for other service tiers or per channel or per program offerings.
- (b) "Cable Television System" means a system of antennas, cables, wires, lines, towers, or other conductors, converters, equipment or facilities, designed and construed for the purpose of producing, receiving, transmitting, amplifying and distributing, audio, video and other forms of electronic or electrical signals.
- (c) "City" means the City of Oak Ridge, Tennessee.
- (d) "City Clerk" means the City Clerk for the City of Oak Ridge, Tennessee.
- (e) "City Council" means the City Council of the City of Oak Ridge, Tennessee.
- (f) "City Limits" means all areas lying within the corporate limits of the City of Oak Ridge, Tennessee, as from time to time may change by annexation or other legal methods.
- (g) "City Manager" means the City Manager for the City of Oak Ridge, Tennessee or his designee.
- (h) "Company" means Alexcom Limited Partnership.
- (i) "Dark Fiber" means unused fiber through which no light is transmitted, or installed fiber optic cable not carrying a signal.
- (j) "FCC" means the Federal Communications Commission and its successors.
- (k) "Franchise" means this franchise ordinance.
- (l) "Gross Revenues" means any and all compensation, in whatever form, received directly or indirectly by the Company from or in connection with the operation of a Cable Television System within the City Limits pursuant to the Franchise, which shall include, but not be limited to, charges for cable service, installation charges, remote control and

converter box charges, charges for additional outlets, collection or late payment charges, and advertising revenues. "Gross Revenues" does not include reasonable bad debt allowances or any taxes or user fees imposed on the Company's customers by any governmental or quasi-governmental entity which are collected by the Company for said entity's use or benefit.

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

Section 2. Grant of Authority.

There is hereby granted by the City to the Company the non-exclusive right and privilege to engage in the business of operating a Cable Television System within the City Limits. Accordingly, there is hereby granted to the Company the right and privilege to erect, install, construct, operate, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along all streets, alleys, easements, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the City Limits, such poles, wires, cable, conductors, ducts, conduit vaults, manholes, amplifiers, appliances, attachments and other conductors and fixtures as may be necessary and appurtenant for the maintenance and operation of a Cable Television System within the City Limits.

Section 3. Non-Exclusive Franchise.

The grant to the Company of the Franchise is non-exclusive and the City may grant a similar use to any Person at any time during the period of the Franchise.

Section 4. Franchise Term.

The Franchise and the rights granted hereunder shall take effect thirty (30) days after its adoption on second reading, subject to acceptance by the Company, and shall continue in full force and effect for a period of fifteen (15) years from the effective date of the Franchise. The Company shall have the option to renew the Franchise for one additional five (5) year term provided the Company gives written notice to the City at least fourteen (14) months before the expiration of the initial fifteen (15) year term.

Section 5. Franchise Fee.

- (a) Amount. The Company shall pay to the City for the privilege of operating a Cable Television System under the Franchise five percent (5%) of the Company's Gross Revenue. If the maximum franchise fee allowable by prevailing legislation is increased at any time throughout the life of the Franchise, the franchise fee required to be paid by the Company under the Franchise shall automatically increase to that amount or percentage allowed by applicable laws or regulations. Said increase shall go into effect the quarter immediately following the effective date of the legislative increase.
- (b) Quarterly Payment. Said payments shall be made quarterly on or before the first day of January, April, July and October of each year. In the event the Franchise is terminated or assigned or the Company otherwise ceases to own and operate the Cable Television System before the expiration of the term of the Franchise, the Company shall immediately submit to the City a financial statement showing the Gross Revenue received since the end of the quarter immediately preceding the quarter in which such

statement is submitted. The Company shall pay to the City, no later than thirty (30) days following the date of any such termination, assignment, transfer, sale or cessation of ownership and operation, all franchise fee payments owing on the Gross Revenue received by the Company since the end of the immediately preceding quarter.

- (c) Documentation of Fee Calculation. Each quarterly payment shall be accompanied by a written report to the City in a form reasonably satisfactory to the City Manager containing an accurate statement in summary form, as well as in such detail as the City may require, demonstrating the Company's calculation of Gross Revenue and computation of the franchise fee payment amount. Such reports shall be certified by an officer of the Company as to accuracy and completeness.
- (d) Fee Amount Subject to Audit. No acceptance of any payment shall be construed as an accord by the City that the amount paid is, in fact, the correct amount, nor shall the acceptance of any payment be construed as a release of any claim the City may have for further or additional amounts payable. The accuracy of all amounts paid is subject to audit and re-computation by the City, provided that such audit and re-computation is completed within five (5) years of the date payment was due. If the City requests in writing that the Company provide or cause to be provided any information reasonably within the scope of such audit, and the Company fails within thirty (30) days of receipt of such request to provide or cause to be provided such information, then the five (5) year period shall be extended by one day for each day or fraction thereof beyond thirty (30) days that the Company fails to provide or cause to be provided such requested information.
- (e) Underpayment of Fee. If the Company underpays the franchise fee amount due under the terms of the Franchise for any quarter, the amount of the underpayment shall become immediately due and payable and, in the event that the payment made was less than ninety-five percent (95%) of the amount actually due, the Company shall also pay interest on the amount of the underpayment compounded at the rate of one percent (1%) per month or the maximum amount allowed by Tennessee law, whichever is lower, calculated from the date of which such underpayment was originally due and payable under the provisions of the Franchise, to the date on which full payment is received.
- (f) Suspension of Fee by Law. In the event that the obligation of the Company to pay franchise fees is lawfully suspended, terminated, pre-empted, eliminated, limited, modified or otherwise circumscribed in whole or in part, then the Company shall pay to the City for the Company's use of the public rights-of-way an amount equivalent to the compensation paid to the City by other similarly-situated users of such public rights-of-way, and such other compensation as the City may then legally require of all users of said public rights-of-way.
- (g) Other Charges. Payment of the franchise fee under the Franchise shall not exempt the Company from the payment of any other license fee, tax, pole or other facility rentals or other charge on the business, occupation, property or income of the Company that lawfully may be imposed by the City, the State of Tennessee, or any political subdivision thereof, or the federal government.

Section 6. Pole Rental.

The Company shall make rental payments to the City for attachments made by the Company to City-owned poles under the Franchise. Said rental shall be in an amount per pole equal to the amount per pole paid by the local telephone company for a like use of City poles. Said rental shall be payable semiannually in advance on the first day of January and the first day of July of each year during which the Franchise remains in effect. Semiannual rental payments shall be based upon the number of poles on which attachments are being maintained on the first day of June and December, respectively.

Section 7. Indemnification.

- (a) Hold Harmless. The Company shall at all times protect and hold harmless the City, its officers, agents and employees from and against all claims, actions, suits, causes of action, liability, loss, expense or damages of any and every kind, nature or description (herein referred to as "claims") including, without limitation, reasonable and necessary out of pocket investigation costs, reasonable court costs and reasonable and necessary out of pocket attorneys fees, which may accrue to or be suffered or claimed by the City arising directly or indirectly from any alleged acts of omissions of the Company, its officers, employees, agents or subcontractors arising out of or resulting from the performance of the Franchise or from any claims arising out of the failure of the Company to comply with any applicable laws, rules, regulations or other requirements of local, state or federal authorities.
- (b) City Notification. The City shall give notice within thirty (30) days after the presentation of any claim to the City, either by suit or otherwise, under which the City expects to claim a right of indemnity.

Section 8. Insurance.

- (a) Type and Amount. The Company shall obtain insurance of the types and in at least the amounts described below covering injury to or death of a Person and injury to or destruction of property as a result of any accident arising out of the operation of a Cable Television System by the Company.
 - 1. General Liability Insurance. The Company shall maintain general liability insurance with a limit of not less than \$1,000,000 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Franchise or be no less than two times the occurrence limit. Such insurance shall:
 - a. Include the City, its officials, officers and employees as additional insureds with respect to the operation of a Cable Television System by the Company. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.
 - b. Be primary with respect to any insurance program covering the City, its officials, officers and employees.
 - 2. Workers' Compensation Insurance Coverage. The Company shall maintain workers' compensation insurance with statutory limits set by the State of

Tennessee and employers' liability insurance with a limit of not less than \$500,000 per accident.

3. **Business Automobile Liability Insurance.** The Company shall maintain business automobile liability insurance with a limit of not less than \$1,000,000 per accident. Such insurance shall include coverage for owned and leased automobiles.
4. **Contractual Insurance.** The Company shall maintain contractual insurance with a limit of not less than \$25,000, which coverage is required to guarantee payments of any sums which may become due to the City for rentals or for work performed for the benefit of the Company under the Franchise including the removal of attachments as hereunder provided for.

(b) Documentation. The Company shall:

1. Prior to commencement of the Franchise, furnish the City with properly executed certificates of insurance which shall clearly evidence all insurance requirements of this section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days' prior written notice to the City.
2. Replace certificates for any such insurance expiring prior to the expiration of the Franchise.
3. Maintain such insurance from the time the Franchise commences and until its expiration.
4. Place such insurance with insurers licensed to do business in the State of Tennessee and having A. M. Best Company ratings of no less than A.

- (c) Review by City. The amounts of insurance coverage provided for in this section are subject to review by the City. Upon a finding by the City that because of a change in circumstances, including inflation, the amounts are not adequate, the City shall notify the Company and the Company shall provide the City with evidence that the adjusted coverage has been acquired. This evidence shall be submitted to the City within thirty (30) days of notification that an adjustment is required.

Section 9. Surety Bond.

- (a) Bond. The Company shall maintain and by its acceptance of the Franchise specifically agrees that it will maintain throughout the Franchise a performance bond or irrevocable letter of credit running to the City, with a good and sufficient surety approved by the City in the sum of one hundred thousand dollars (\$100,000) conditioned that the Company shall well and truly observe, fulfill and perform the terms and conditions of the Franchise and that in case of a material breach, the City shall be entitled to recover from the principal and sureties thereof the amount of damages, including reasonable and necessary out of pocket costs and reasonable and necessary out of pocket attorneys fees incurred by the City, proximately resulting from the failure of the Company to observe and perform the provisions of the Franchise.

- (b) Termination, Notice Required. The bond or letter of credit shall contain a provision that it shall not be terminated or otherwise allowed to expire without thirty (30) days' prior written notice to the City and the Company.
- (c) Form. The bond or letter of credit shall be in a form reasonably satisfactory to the City Manager and a duplicate copy of it, along with written evidence of payment of the required premium, shall be filed with the City Clerk.

Section 10. Compliance with Applicable Laws

- (a) Local Level. The Company shall, at all times during the life of the Franchise, be subject to the lawful exercise of the police power by the City, and to such reasonable regulations, not inconsistent herewith, as the City has or shall hereafter by resolution or ordinance provide.
- (b) Federal Level. The Company shall, at all times during the life of the Franchise, comply in all material respects with the rules and regulations governing Cable Television System operations promulgated by the FCC, or any other agency or commission having jurisdiction.
- (c) Conflict Resolution. If any City rule, regulation, ordinance or resolution conflicts with any federal regulation, then such federal regulation shall control.

Section 11. Records and Reports.

The City shall have the right to inspect, at any reasonable time upon reasonable notice, all of the Company's plans, contracts, and engineering, accounting, financial, statistical, customer or service records relating to the operation of the Company within the City Limits, and all other records required to be kept by the Company. The following documents shall be filed with the City Clerk and in the local office of the Company:

1. Copies of the Company's rules, regulations, terms and conditions for the conduct of the Company's business.
2. An annual summary report, including a statement of Gross Revenues, no later than ninety (90) days after the end of the Company's fiscal year, showing the Gross Revenue received by the Company during the preceding twelve month period, and any other such information as the City may reasonably request with respect to properties and expenses related to the Company's service under the Franchise.
3. Copies of all material petitions, applications, registrations, communications, reports and responses to complaints submitted by the Company to the FCC, Securities and Exchange Commission or any other federal or state regulatory agency or commission having jurisdiction with respect to matters affecting cable television operations authorized pursuant to the Franchise. These documents shall be submitted to the City Clerk simultaneously with submission to the agency.
4. A true and accurate platting of all the Company's facilities and distribution lines within the City Limits whether above, on or below ground level. Said platting shall be updated on an annual basis.

Section 12. Service Area.

The Company shall provide service to any Person desiring such service and paying for the same within the City Limits.

Section 13. Extension of City Boundaries.

Upon the annexation of any territory by the City, the City will provide notification to the Company of the geographical area annexed. The annexed areas shall be served as soon as practicable but at least within one (1) year from the date of annexation. The Company shall incorporate into its franchise fee payments hereunder, by the first quarter after such annexation takes effect, the additional monies due to the City as a result of such annexation; provided, however, the Company will not be liable for any payments under this paragraph which accrued more than thirty (30) days prior to the aforementioned notice of annexation.

Section 14. Local Office.

The Company shall maintain, at all times throughout the life of the Franchise, a local business office for the purposes of handling customer inquiries regarding the ordering of service, equipment malfunctions, billing questions and similar matters.

Section 15. Customer Service Standards.

The Company shall satisfy the customer service standards established by the FCC. In addition, the Company is subject to the following standards:

- A. Office and Telephone Availability.
1. Knowledgeable, qualified company representatives will be available to respond to customer telephone inquiries during normal business hours. "Normal business hours" means those hours in which most similar businesses in the community are open to serve customers and must include some evening hours at least one night per week and/or some weekends hours.
 2. The Company will maintain a local, toll-free or collect call telephone access line which will be available to customers twenty four (24) hours a day, seven (7) days a week.
 - a. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours shall be responded to by a trained company representative on the next business day.
 - b. Under normal operating conditions and during normal business hours, telephone answer time by a customer service representative, including wait time and the time required to transfer the call, shall not exceed thirty (30) seconds. This standard shall be met no less than ninety percent (90%) of the time measured on an annual basis.

- c. Under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the total time that the cable office is open for business.
 3. Customer service center and bill payment locations will be open for transactions during normal business hours.
- B. Installations, Outages and Service Calls. Under normal operating conditions, each of the following five standards shall be met no less than ninety five percent (95%) of the time measured on an annual basis:
 1. Standard installations will be performed within seven (7) business days after an order has been placed.
 2. Excluding those situations beyond the control of the Company, the Company will respond to service interruptions promptly and in no event later than twenty four (24) hours after the interruption becomes known. The Company must begin actions to correct other service problems the next business day after notification of the service problem. "Service interruption" means the loss of picture or sound on one or more cable channels.
 3. Customers may choose appointment window alternatives for installations, service calls, and other installation activities, which will be either a specific time or, at a maximum, a four-hour time block during normal business hours. Additionally, the Company may schedule supplemental hours during which appointments can be set for the express convenience of the customer.
 4. If, at any time an installer or technician is running late, an attempt to contact the customer will be made and the appointment rescheduled as necessary at a time which is convenient to the customer.
 5. Except for circumstances beyond its control, the Company shall not cancel an appointment with a customer after the close of business on the business day immediately preceding the scheduled appointment.
- C. Communications, Bills and Refunds.
 1. The Company will provide written information in each of the following areas at the time of installation, at least annually to all customers, and at any future time upon request:
 - a. Products and services offered.
 - b. Prices and service options.
 - c. Installation and service policies.
 - d. How to use the cable service.
 - e. Channel positions carried on the system.

- f. Billing and complaint procedures, including the address and telephone number of the local cable office.
2. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing cycle, including optional charges, rebates and credits.
3. Refund checks will be issued promptly, but no later than the earlier of thirty (30) days or the customer's next billing cycle following the resolution of the request, and the return of the equipment supplied by the cable company if service is terminated.
4. Customers shall be notified of any changes in rate, programming services or channel positions as soon as reasonably possible through announcements in writing. Notice shall be given to customers a minimum of thirty (30) days in advance of such changes provided the change is within the control of the Company.
5. In the case of any outage from any cause in which one or more customers are completely without cable service for twenty four (24) hours or more, the Company shall 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.
6. Customer-requested disconnection shall be made as soon as practicable and in no case shall billing continue longer than seven (7) days following written notice to the Company by the customer. The Company shall not enter into any agreement with a customer which imposes any charge other than past due balances, late fees and unreturned equipment charges following disconnection of service, except for reconnection and subsequent monthly or periodic charges, and those charges shall be no greater than charges for new customers. This section shall not prevent the Company from refusing service to any Person because the Company's prior accounts with that Person remain due and owing.
7. The Company may offer service which requires advance payment of periodic service charges for no more than one (1) year in advance. However, a customer shall have the right, at any time, to have his or her service, or any portion thereof, disconnected with a refund for unused service charges paid to the customer.
8. Planned interruptions of service for repair or systems improvements should be done during periods of minimal use, to the extent possible. At least forty eight (48) hours minimum notice shall be given to customers prior to planned interruptions that are expected to exceed one half (½) hour in duration.
9. The Company shall investigate complaints and resolve them, to the extent reasonably possible, as expeditiously as possible. In addition, the Company shall compile, on a quarterly basis, a comprehensive service report and transmit it upon request to the City in a form to be mutually agreed upon, to allow the City to identify and track all customer complaints. Upon request by the City, the Company shall, within five (5) business days after receiving such request, send a written report to the City with respect to any complaint.

Section 16. Technical Standards.

The Company shall insure that the Cable Television System is designed, installed and operated in a manner that complies in all material respects with technical standards provided by the FCC, as may be amended, and further the Company shall:

1. Show on request by the City that the Cable Television System does in fact comply with the technical standards.
2. Deliver a picture, whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production television sets in good repair, and deliver a picture of good quality consistent with the requirements of the FCC.
3. Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross modulation in the cable or interfering with other electrical or electronic systems. The Company shall operate the system so that there will be no interference with television reception, radio reception, telephone communications or other installations which are now or may hereafter be installed and in use by the City or any Person.
4. Provide a Cable Television System operationally capable of relaying to the customer's television set those television and radio broadcast signals for the carriage of which the Company is now or hereafter required by the FCC.
5. Provide a Cable Television System constructed with the potential of two-way digital transmission.

Section 17. Service Requirements.

The Company shall:

1. Maintain a system capable of delivering not less than thirty six (36) channels or their equivalent.
2. Reserve at least two (2) channels, without charge, for the exclusive use of the City. With prior approval of the City, such channels may be used for educational or other purposes, including public access. In the event both channels are substantially utilized and the City determines that an additional channel is required for public, educational or government purposes, the Company shall make such additional channel available.
3. Provide, without charge and subject to the rules and regulations of the FCC, public emergency broadcast capabilities whereby the City can interrupt service on all channels in order to make such public emergency communications as the City deems necessary.
4. Provide a system engineered with the capability for a two-way communications system when economically feasible. In addition, a customer response system shall be available to the customers as soon as technically and economically feasible. It is the intent of the City that the Company will actively pursue development and experimentation in the area

of customer response systems and initiate such service to the residents of the City as soon as the state of the art is such that the system will be economically feasible.

Section 18. Channels.

The Company reserves the right to, at any time, add, delete, rearrange or alter its channel line-up at its sole discretion; provided, however, the Company shall, at all times, comply with the requirements of the Franchise and shall keep the City and the customers informed of its programming line-ups. The City shall have the opportunity for review and comment upon any information provided prior to any changes being implemented, except when circumstances beyond the Company's control do not allow. Any proposed changes in the programming line-up by the Company shall be reported to the City at least thirty (30) days prior to the proposed implementation where the Company has been provided at least thirty (30) days notice. The Company shall use its best efforts to ensure diversity of programming.

Section 19. Rates.

- (a) No Discrimination. The Company agrees that, in setting its rates, it will not discriminate against any customer on the basis of race, creed, sex, religion, income or the location of the customer's dwelling.
- (b) Regulation of Rates. The City hereby reserves the right to exercise the regulatory jurisdiction granted to the City as a franchising authority pursuant to 47 U.S.C. § 543(a). Should the City Council determine that the City should regulate the rates charged by cable television operators, the City will notify the Company after the City has complied with all requirements of 47 U.S.C. § 543 and after the City has received approval of certification from the FCC.

Section 20. Government Offices.

The Company shall provide, at no charge, two (2) pairs of Dark Fiber between the Municipal Building and the Central Services Complex building. The Company shall also provide, at no charge, two (2) pairs of Dark Fiber for municipal use in all subsequent construction of fiber networks. The Company shall provide, at no charge, one (1) Basic Cable Service outlet to all City-operated facilities, public schools and any other public facilities as designated by the City. If more outlets are required at any of the above locations, the Company shall install the same at the cost of time and materials only, and in no event will there be a monthly fee for Basic Cable Service at said locations. The Company shall also provide, at a discount of twenty-five percent (25%) for the first five (5) years and a discount of fifty percent (50%) thereafter, one (1) Internet outlet to all City-operated facilities.

Section 21. Government Meetings.

The Company shall produce and air live and tape delay all regularly scheduled City Council meetings. The Company shall also produce and air live and tape delay such City Council work sessions and other government meetings as may be requested by the City, and mutually agreed to by the Company and the City.

Section 22. Construction, Installation and Maintenance.

All facilities and equipment of the Company shall be constructed and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, as may be amended, all laws of the State of Tennessee and ordinances of the City and such applicable ordinances and regulations set forth by any federal agency or commission. The Company further agrees as follows:

1. All structures, lines and equipment erected by the Company within the City Limits shall be located, erected and maintained so that none of its facilities shall endanger the lives of any Person and such facilities shall be so located, erected and maintained 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.
2. The Company is granted the right, whenever practicable, to make use of existing poles belonging to the City upon which its cables may be so attached, provided, however, that all work in connection with such installation, including the relocation or replacement of any poles, shall be performed at the expense of the Company, and the same shall be performed in a workmanlike manner under the supervision of the City Manager. The Company shall, at its own expense, upon notice from the City, relocate, replace or renew its facilities placed on said poles and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by the City, provided, however, that in cases of emergency, the City may arrange to relocate, replace, renew, transfer or perform any work in connection with said facilities that may be required in the maintenance, replacement, removal or relocation of said poles, facilities thereon, or which may be placed thereon, or for the service needs of the City, and the Company shall, on demand, reimburse the City for the expense thereby incurred. Notwithstanding the above, the City reserves the right to deny the right of attachment or require removal of facilities from poles constructed of materials other than wood, subtransmission or transmission facilities.
3. Existing poles, posts, conduits and other such structures of the City, any electrical power system, telephone system or any other public utility located within the City Limits shall be used to the extent practicable in order to minimize interference with travel and avoid unnecessary duplication of facilities.
4. Before making attachment to any pole(s), the Company shall make application for and be issued a permit therefor, said issuance being conditioned upon the submission, approval and acceptance by the City Manager of a plat setting forth a general scheme of development of the Cable Television System, use of poles and other facilities, within the immediate vicinity to which the attachment is requested.
5. In the event that existing poles, posts, conduits and other structures are not available, including excessive cost or unreasonable limitation upon the Company's use of the structure, the Company shall have the right, upon prior written approval by the City Manager, to purchase, lease or in any other manner acquire land, rights-of-ways or public utility easements upon or under which to erect and maintain its own poles, posts, conduits or other structures as may be necessary for the construction and maintenance of a Cable Television System.
6. All poles, lines, structures and other facilities of the Company in, on, over or under the streets, sidewalks, alleys, public utility easements, public grounds or public place of the

City shall be kept by the Company to the extent said facilities are utilized by the Company at all times in a safe condition and in thorough repair and in a manner so as will not conflict with the use of said poles by the City or by other companies or utilities using said poles, or interfere with the working uses of facilities thereon or which from time to time may be placed thereon.

7. In case of any disturbance by the Company of pavement, sidewalk, driveway or other surfacing, the Company shall, at its own cost and expense and in a manner approved by the City, replace and restore in as good or better a condition as before the work involving such disturbance was done, all paving, sidewalk, driveway or surface of any street or alley disturbed in accordance with City specifications and shall maintain the restoration in a condition approved by the City for a period of two (2) years after acceptance by the City of each portion of an installation.
8. The Company shall, at its own cost and expense, protect, support, temporarily disconnect, relocate in the same public way, or remove from the public way any property of the Company when reasonably required to do so by the City by reason of traffic conditions, public safety, street construction, street widening, realignment, change in grading, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by public agencies, but not for the purpose of any type of competing service. The City shall not be held liable for any disturbance of the Company's installation resulting from the altering, repairing or installation of streets or sewer or water installations, or electrical or any other of the City's utility repair, maintenance or installation.
9. The Company shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixture, water hydrant or main, or any other City fixture or installation, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the right-of-way line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such manner as not to interfere with the usual traffic on said streets, alleys and public ways.
10. In the event that any pole(s) of the City to which the Company desires to make attachments are inadequate to support the additional facilities, the City will indicate in writing the changes necessary to provide adequate poles and the estimated cost thereof to the Company and return it to the Company. If the Company still desires to make the attachment, the Company shall notify the City with an advance payment to reimburse the City for the entire estimated non-betterment portion of the cost and expense thereof, including the increased cost of larger poles, sacrificed life value of poles removed, cost of removal less any salvage recovery and the expense of transferring the City facilities from the old to the new poles. Upon such advance payment, the City will replace such inadequate poles with suitable poles. Where the Company's desired attachments can be accommodated on present poles by the City by rearranging the City's facilities thereon, the Company will compensate the City in advance for the full estimated expense incurred in completing such rearrangements. The Company will also, in advance, reimburse the owner(s) of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. Any strengthening of poles required to accommodate the attachments of the Company shall be provided by and at the expense of the Company to the satisfaction of the City.

11. The Company shall exercise special precautions to avoid damage to facilities of the City and of others supported on said poles, and hereby assumes all responsibility for any and all loss for such damage caused by the Company. The Company shall make an immediate report to the City of the occurrences of any damage and hereby agrees to reimburse the City for the expense incurred in making repairs.
12. The Company shall, on the request of a Person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the Person requesting the same, and the Company shall have the authority to require such payment in advance. The Company shall be given not less than seven (7) days advance notice to arrange for such temporary wire changes.
13. The Company may, at any time, remove its attachments from any pole or poles of the City, but shall immediately give the City written notice of such removal. No refund of any rental will be due on account of such removal.
14. The Company agrees to obey all applicable local, state and federal safety laws regarding work around high voltage power lines, including but not limited to the use of personal protective equipment such as hard hats, uniforms suitable for exposure to electric arc, grounding equipment for non-insulated aerial equipment and other such items. The Company also agrees to enforce the safety rules on any contractors or subcontractors who may be working for the Company on City facilities.

Section 23. Rights of the City.

- (a) The City shall have the right to adopt, in addition to the provisions herein contained and other existing applicable ordinances, such additional regulations as the City shall find necessary in the exercise of its police power, provided such regulations, by ordinance or otherwise, do not conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Tennessee.
- (b) The City shall have the right to maintain its poles and to operate its facilities thereon in such a manner as to best enable it to fulfill its own service requirements, and in accordance with the specifications heretofore stated. The City shall not be liable to the Company for any interruption in service of the Company or for interference with the operation of the cables, wires and appliances of the Company arising in any manner out of the use of the City's poles hereunder.
- (c) The Company shall submit to the City evidence, satisfactory to the City, of its authority to erect and maintain its facilities within public streets, highways and other thoroughfares and shall secure any necessary consent from state or other authorities or from owners of property to construct and maintain facilities at the locations of poles within the City Limits which it desires to use. Final determination of the Company's authority to maintain its facilities will be decided by the City.
- (d) The City shall have the right to supervise and inspect any and all construction and installation work performed subject to the provisions of the Franchise, particularly with respect to the City's own poles, and to make such inspections as the City finds necessary to insure compliance with governing ordinances. Such inspections, or lack thereof, shall

not operate to relieve the Company of any responsibility, obligation or liability assumed under the Franchise.

Section 24. Right of Inspection.

The City reserves the right to see that the Company's Cable Television System is constructed and maintained in a safe condition. If the City, at any time, finds that an unsafe condition does exist, the City may order the Company to make the necessary repairs, and if the Company fails to make the repairs, the City may make the repairs or have the repairs made at the Company's expense.

Section 25. Information Supplied to the City.

The Company shall, upon request, furnish to the City such information concerning its operations and services reasonably necessary to measure compliance of the Franchise.

Section 26. Assignment.

The Company shall not sell, transfer, assign, convey, sublet or lease, either in whole or in part, the rights and privileges under the Franchise, nor shall title thereto, either legal or equitable, or any right, title, interest or property herein pass to or vest in any Person except the Company, either by act of the Company or by operation of law, without prior approval of the City Council, which approval shall not be unreasonably withheld.

Section 27. Prohibited Activities

- (a) Customer Disadvantage. The Company shall not, as to rates, charges, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any Person, or subject any Person to any prejudice or disadvantage.
- (b) Promotions. However, in order to promote its products, the Company shall have the right to offer promotional rates, provided, however, that such promotional rates must be for a short term duration. This provision does not prohibit the Company from discounting and/or waiving its rates if such discount and/or waiver is necessary for the Company to compete with another cable television service or similar service which serves or plans to serve some or all of the Company's customers.
- (c) Commercial Customers. This provision does not prohibit the Company from negotiating contracts with commercial customers or bulk rates for hotels, motels or apartment buildings.

Section 28. Termination of the Franchise.

- (a) Violation of Franchise. The City shall provide the Company with a detailed written notice of any violation of the Franchise upon which the City proposes to take action, and a thirty (30) day period within which the Company may demonstrate that a violation does not exist or that the Company has cured the alleged violation, or, if the violation cannot be cured within thirty (30) days, submit a reasonable plan to the City which will correct the violation.

- (b) Failure by Company to Correct. If the Company fails to disprove or correct the violation within thirty (30) days or, in the case of a violation which cannot be corrected within thirty (30) days and the Company has timely submitted a plan, if the Company fails to implement the plan within said thirty (30) days, then the City may, at its option, declare the Company in default, which declaration must be in writing, and terminate the Franchise.
- (c) Removal of Facilities. In the event the City terminates the Franchise or upon expiration of the Franchise term, the Company shall, within thirty (30) days, at its own cost and expense, remove all of its facilities and shall place any portion of the City's streets that may have been disturbed in as good a condition or better. In the event that the Company does not remove its facilities within thirty (30) days, the City may do so at the Company's expense.

Section 29. No Ownership.

No use of the City's poles under the Franchise shall create or vest in the Company any ownership of property rights in said poles, but the Company's rights therein shall be and remain a mere privilege of the Franchise. Nothing herein contained shall be construed to compel the City to maintain any of said poles for a period longer than demanded by its own service requirements.

Section 30. Equal Employment Opportunity.

The Company hereby acknowledges that it is subject to and agrees to abide by applicable federal and state laws regarding employment practices and equal employment opportunity.

Section 31. Notices.

All notices and other communication required under the Franchise shall be given to either party in writing, by registered or certified return receipt in the United States Mail, postage prepaid and addressed to the appropriate party as follows:

To the City: City Manager
 City of Oak Ridge
 P.O. Box 1
 Oak Ridge, TN 37831

To the Company:	President	General Partner
	Tennessee Cablevision, Inc.	Alexcom Limited Partnership
	120 Randolph Road	745 Fifth Avenue
	Oak Ridge, TN 37830	New York, NY 10151-0008

Either party may change its address for notice by written notice to the other party at any time.

Section 32. Non-Waiver Clause.

The Company shall not be excused from complying with any of the terms and conditions of the Franchise by any failure of the City upon any one or more occasions to insist upon or seek compliance with any such terms or conditions.

Section 33. Force Majeure.

Prevention or delay of any performance under the Franchise due to causes beyond the reasonable control of the Company or the City, including without limitation, acts of God, acts of the public enemy, orders or acts of any governmental authority or court, or strikes or other labor disturbances shall not be deemed noncompliance with or a violation of the Franchise.

Section 34. Severability.

If any section, subsection sentence, clause phrase or portion of the Franchise is for any reason held invalid or unconstitutional by a court or agency of competent jurisdiction, specifically including the FCC, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the Franchise.

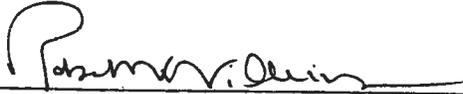
Section 35. Supersedes Previous Franchise.

This ordinance supersedes and replaces the previous franchise between the City and Tennessee Cablevision, Inc., Ordinance No. 30-82, which became effective on November 3, 1982 and is set to expire on November 3, 1999.

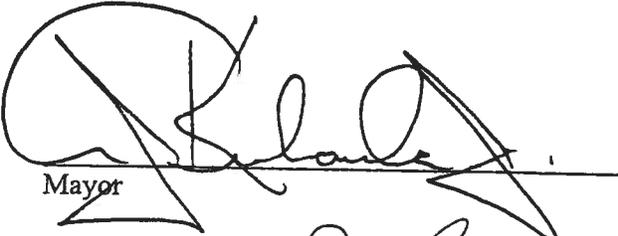
Section 36. Effective Date.

This ordinance shall become effective thirty (30) days after adoption on second reading, the welfare of the City of Oak Ridge requiring it.

APPROVED AS TO FORM AND LEGALITY:



City Attorney



Mayor



City Clerk

First Reading:	<u>6/21/99</u>
Publication Date:	<u>6/28/99</u>
Second Reading:	<u>7/06/99</u>
Publication Date:	<u>7/12/99</u>
Effective Date:	<u>8/04/99</u>

**TRAFFIC SAFETY ADVISORY BOARD
AGENDA**

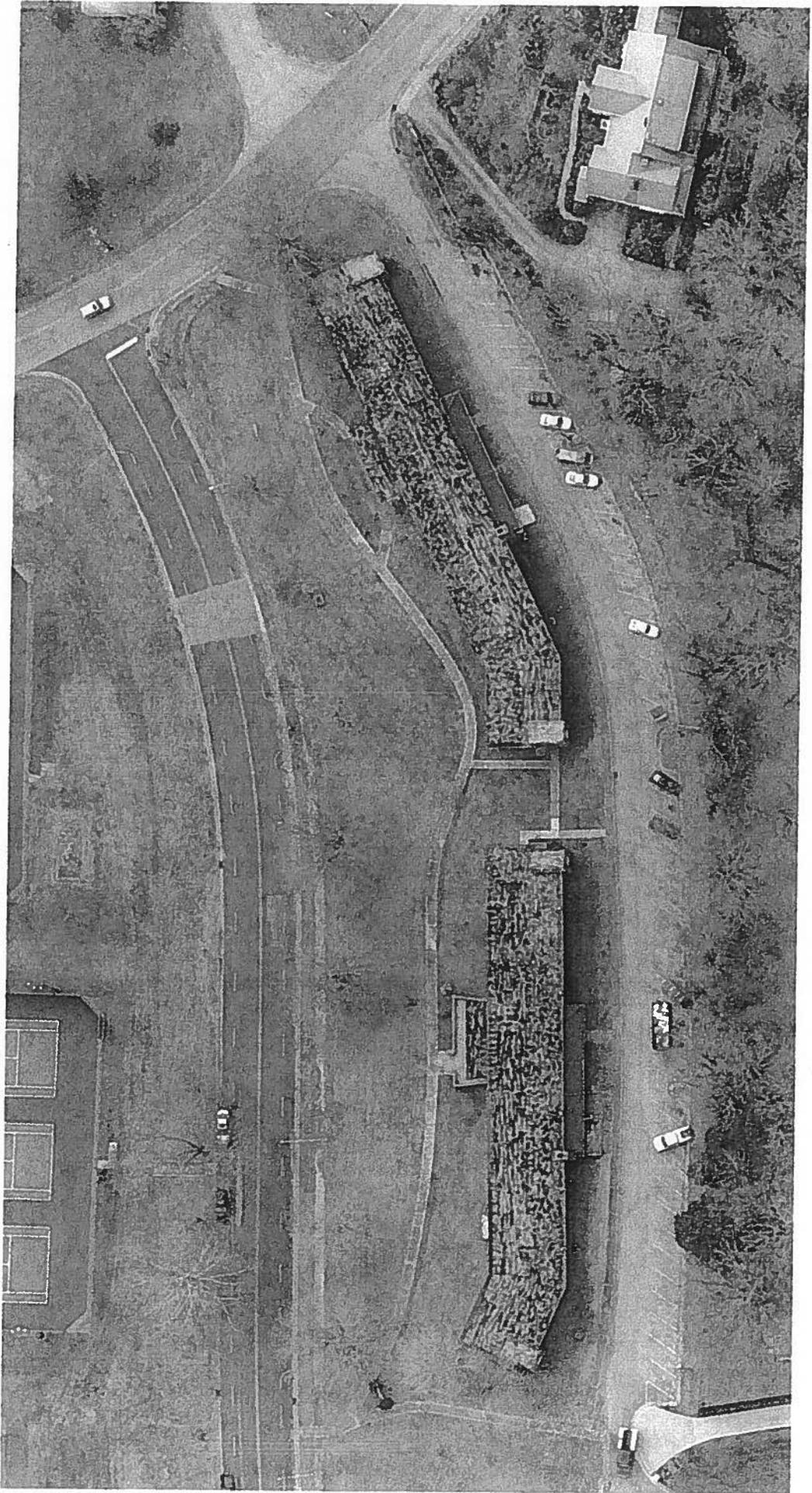
DATE: Tuesday, April 15, 2014

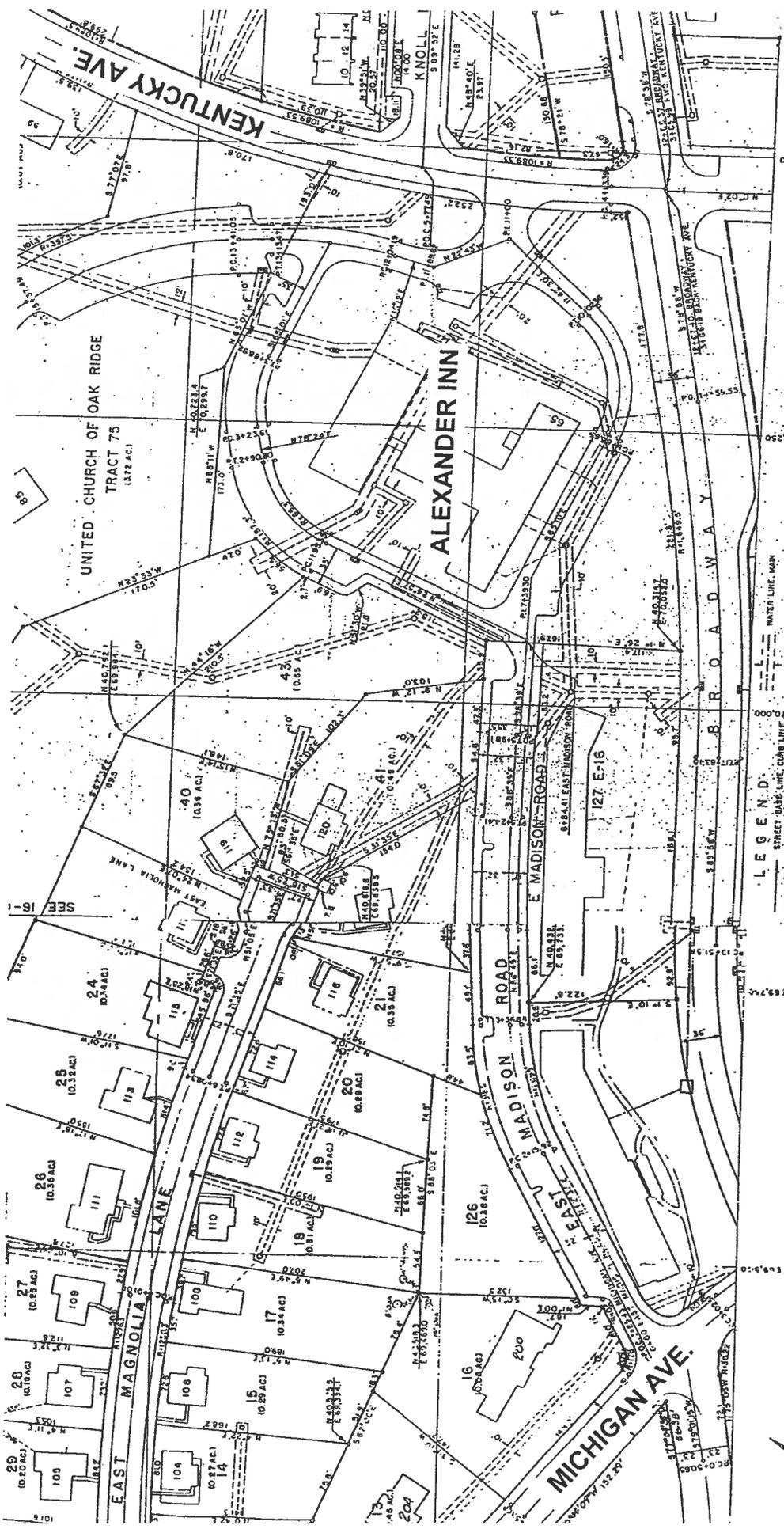
TIME: 7:00 PM

LOCATION: Municipal Building, Training Room

1. Approval of Minutes from the last meeting.
2. City Manager request TSAB review of a proposal to convert East Madison Road from a one-way street to a two-way street based on the design plans prepared by City staff. TSAB's recommendation to the City Manager is requested by April 21, 2014. A full size set of plans will be available at the meeting. Information provided:
 - Aerial photo
 - Subdivision and street layout
 - Design plan
3. Discussion of the Oak Ridge Turnpike (SR95)/ Oak Ridge High School intersection. Information provided:
 - Aerial photo
 - MUTCD traffic signal Warrant for a School Crossing
 - MUTCD Pedestrian Hybrid Beacon
 - MUTCD Pedestrian Warning Sign Flashing Beacon
 - Updated traffic turning movement count to be provided at the meeting
 - Updated pedestrian count to be provided at the meeting
4. Adjournment.

If members cannot attend, please call William Polfus at 482-8068.





NOTES:

LEGEND:
 STREET-BASE LINE: CURB LINE
 STREET-PROPERTY LINE: CENTERLINE
 CASUALTY LINE: BOUNDARY
 EASEMENT LINE: WITH GRADE
 UNDERGROUND ELECTRIC LINE
 WATER LINE: MAIN

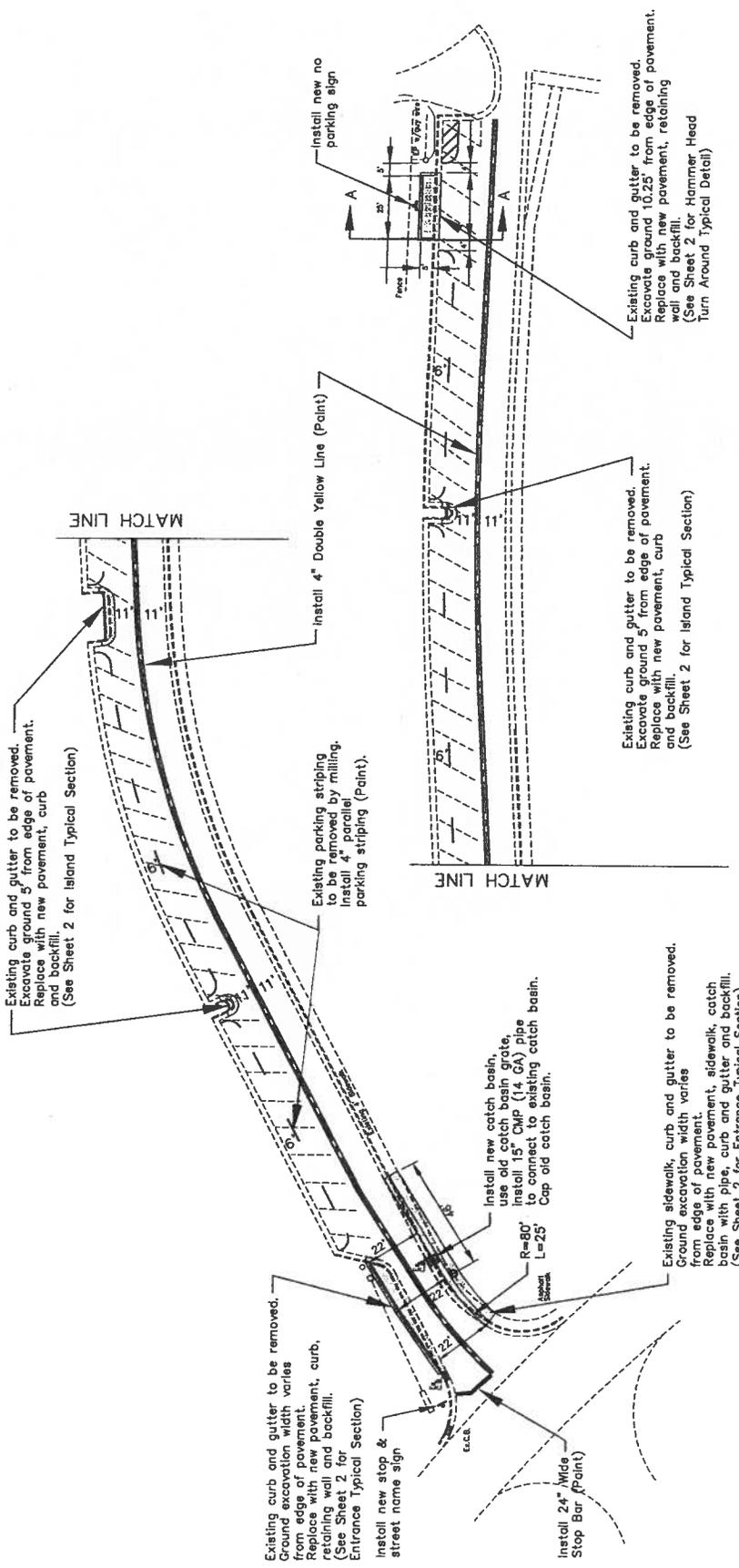
CITY OF
SUBDIVISION PLAN
BLOCK PLAN
SD 16CE

APPROVED FOR RECORD BY: MICHAEL BAKER, JR., INC.
 APPROVED FOR RECORD BY: [Signature]
 SUBMITTED BY: H.T.B.
 DATE: SEPT. 4, 1951

NO.	REVISIONS	DATE BY	DATE BY
1	Revised W/Motion Ln of pms.	10-3-50	10-3-50
2	Added note re: utility	10-3-50	10-3-50
3	Revised LEGEND	10-3-50	10-3-50
4	House Addition	10-3-50	10-3-50
5	Block Plan	10-3-50	10-3-50

TRUE NORTH

10-3-50



GENERAL NOTES

1. All elements of construction shall be inspected by City of Oak Ridge (COR) Public Works Engineering.
2. COR shall assist in layout work for street widening.
3. All pavement markings and signs shall be per MUTCD standards. Material specifications shall be submitted to COR prior to ordering material.
4. All base stone and asphalt shall be approved, DOT material plant.
5. All necessary traffic control measures shall be provided by contractor.
6. Coordination with apartment management is necessary for vehicle displacement for construction elements.

DATE	4/2/14	CITY OF OAK RIDGE PUBLIC WORKS ENGINEERING	PROJECT	EAST MADISON ROAD ONE WAY TO TWO WAY STREET ROAD PROJECT	TITLE	PLAN SHEET	JOB NO. 02-2014	SHEET 1
SCALE	1" = 20'							
DRAWN BY	C. BONINE							
APPROVED BY	S.R.D./P.D.							



Leaders at the Core of Better Communities

April 23, 2014

City of Oak Ridge
Attn: Mr. Mark S. Watson
City Manager
200 South Tulane Avenue
Oak Ridge, TN 37830

Dear Mr. Watson,

On behalf of ICMA, thank you for agreeing to be a host community for the international Legislative Process and Governance Professional Fellows Program. This program offers the fellow and your community an excellent opportunity to make professional contacts (and we hope friends) in Indonesia and Timor-Leste while providing a substantive experience working in your offices.

About the Program

ICMA, in cooperation with the U.S. Department of State, Bureau of Educational and Cultural Affairs is pleased to offer the Legislative Process and Governance Professional Fellows Program, an international partnership program that brings together the skills and successes of your community to fellows from Indonesia and Timor-Leste. This program, which includes participation by more than a dozen other sponsors like ICMA and scores of communities around the U.S, will bring individuals from over 30 countries and territories worldwide to focus on one of three broad subject areas: 1) Economic Empowerment, 2) Media, and 3) Legislative Process and Governance. ICMA’s fellows are focused specifically on legislative process and governance in the context of local government management and citizen engagement.

This letter includes important information, so please keep a copy for future reference. We have summarized all key dates on the final page of this letter.

About Your Matched Fellows

The names, contact information and bios of fellows coming to your community are listed below. Additionally, ICMA has included as an attachment the fellows applications so you can learn more about them.

Name	Picture	City, State/Province, of Residence	Email Address	Job Title/Place of Employment
Irma Mutiahsari		Pangkalpinang, Bangka Belitung	irmahutadju@yahoocoum	Sub Division Head of Inter Institutional and Overseas Relations, General Government Administration Division, Pangkalpinang Municipality, Indonesia

BIO: I want to explore how to optimize the good communication with other agencies, how to build a city planning through a good cooperation and coordination of all parties without forgetting the humanist and still pay attention to the environment. With the knowledge that I will gain, I can share my knowledge through training, the essays/articles which are published at local and national newspapers/media on line. I will also explore my knowledge and potential to create a program which can contribute some inputs and perspectives to build good governance and good organization, increase the capacity of employees to serve the community and explore the role of private and non-profit management in the construction of Pangkalpinang City. So that the vision and mission of the Pangkalpinang Municipality can be accomplished. I would also like to optimize the relationship between institutions both local and abroad in order to encourage foreign investors to invest in Pangkalpinang without forget the humane section and environmental friendly. My insight and knowledge will grow and my friends will come from another country, it will influence my way of thinking and working. Then I can transfer what I have got from this program, and immediately put it into practice immediately. . My knowledge in the areas of coordination, cooperation, communication will give a good effect for a cooperation that is being done or will be done. I will replicate the process of cooperation that will be studied later to be implemented in Pangkalpinang.

Special Considerations: My food should be halal food.

<p>Hera Nugrahayu</p>		<p>Palangka Raya, Kalimantan Tengah</p>	<p>hera.nugrahayu@pns.go.id</p>	<p>Head of Industry, Trade and Cooperation Agency Office, H.M. Riban Satia, Mayor of Palangka Raya City, Indonesia</p>
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BIO: My name is Hera Nugrahayu. I am a civil servant at Mayor's Office of Palangka Raya City as an advisor of The Mayor especially in governance and welfare field. Besides that, at the same time I was also appointed as a Head of Industry Trade and Cooperation Agency. I thought this duty is in accordance with my educational background and my previous work experiences in economic and regional finance areas. Most of my carrier is in government office of Kalimantan Tengah Province, at Local Revenue Agency whose duties were to collect taxes and user charger as well as other local revenue sources related to existing potential revenue. Various education, formal training, and short course I have been going through, not only national but also international scale such as in Australia, Canada, and Malaysia. Most of them are about regional planning, regional finance and public service delivery short courses.

Three years ago, Mayor of Palangka Raya asked the Governor to move me into Mayor's office in order I could dedicate my duties for Palangka Raya city government to assist and strengthen local government especially in some fields related to local economic development, regional finance, and financial planning. Apparently, my assignments in local government were more complicated than in upper level one that merely in policies making. In local government, my assignments are highly technical and directly related to many existing problems in society. Currently, my duties are not only assist the Mayor in deliberating towards many kinds of social welfare problems but also not less important are as Head of Industry, Trade, and Cooperative Agency, so I have to be able to courage urban society, especially of micro, small and medium-scale entrepreneur and cooperatives to be more competitive. I would like to learn more in this short course in how to increase the competitiveness of small and medium-scale enterprises in facing the era of ACFTA, AFTA, and World Free Trade. Small and medium-scale enterprises should not be left behind and have their strong foundation in global competition due to improvement of local society's welfare. I know that this is not easy to carry out because there are some correlated sectors from up to down in linking chains and not less important is how Palangka Raya local government plays role in facilitating and widely opening the markets for the business actors. Through this

program, the benefits that my organization will get are:

1. We can learn and get wider and more global insights about issues or problems that the local government deal with, especially for municipal government
2. Learning from other participants' experiences in facing urban problems especially in making innovations to increase regional economic
3. By networking formed onwards through this program, surely it will ease communication between ICMA and participants, and among participants so that in implementing program, we get priceless value for our efforts to achieve vision and mission of our organization

Special considerations: I need halal food for meal all along the program.

Expected Arrival and Departure Dates

All fellows will arrive in the United States on or around **Wednesday, May 7**. The fellows will spend two days in Washington, DC based out of ICMA's offices. During this time, they will be given an orientation to the program and provided with an overview of local government in the U.S. and will have discussions surrounding the themes of citizen engagement and good governance. **We expect all fellows to depart from Washington D.C. on the morning of Saturday, May 10 and arrive in your community later that day.** The fellows will spend the next three weeks working with you and others in a meaningful fellowship, where they will learn more on your local government's efforts to develop an engaged citizenry and best practices in local governance. **The fellows will depart your community on Sunday, June 1.**

What to Do Between Now and Your Fellows Expected Arrival Date

Designate a Point of Contact (POC) and Provide Nearest Airport Name and Code

Please send the **name, title, phone number and email address** of your community's POC to ICMA. Please also provide the **nearest airport name and airport code**. The POC will keep ICMA informed of the fellows' arrival/departure and updates related to the fellows programming. **Please email this information to Josephine Lee (joslee@icma.org) by Friday, March 21.**

Initial Correspondence with your Fellows

ICMA will work with you on logistical and programmatic elements related to the fellowship experience for our international fellows. ICMA recommends contacting your fellows as soon as possible to introduce yourself and your community. We recommend you do this no later than **Tuesday, March 25**. **Please cc Lauren Crawford (lcrawford@icma.org) on the initial correspondence with your fellow.**

- **Best practice:** We recommend setting up two Skype calls between you and your fellows. The first one should focus on an introduction of each other and your communities/organizations while the second should focus on talking about the fellows' specific challenges and goals for their fellowship as well as what your community hopes to accomplish. If you feel comfortable, I recommend sending along your host community application as a good starting point for discussions around what you would like the fellow to do while in your community.

Logistics—Travel (Airfare and Transfers)

The fellow's airfare and any transfer fees (bus, train, or cab) for the fellows to get to/from the airport to their place of lodging will be paid for and arranged by ICMA. However, if you or someone from your staff would be willing to pick up and drop them off at the airport, **please let Josephine Lee**

(joslee@icma.org) know by Friday, March 28. We highly encourage a friendly face to greet them but if you are unable to, ICMA will arrange a formal airport transfer.

- *Optional:* Some host communities have had welcome signs for the fellows upon their arrival. We have seen it where in smaller communities; they have been able to meet the fellows arriving flight right on the airport tarmac, while others have placed a digital welcome sign around municipal buildings. This is a great way to welcome the fellow if you are able to do this.

Logistics—Lodging in Your Community

ICMA is planning to pay for commercial lodging (hotel, B&B, short term housing, etc) for each of the fellows coming to your community if you are unable to provide a home stay or other arrangements for your fellows. Your help would be greatly appreciated in identifying an appropriate place for the fellows to reside while in your community. In past fellowships, a community identified a downtown bed and breakfast that was two blocks away from where the fellows would travel to work. It is encouraged that the hotel has free Wi-Fi and breakfast. Fellows will be paired two fellows to a room so we encourage weekend home stays as much as possible to help break up being together for such a long period of time. Additional information on homestays can be found below. **Please provide Josephine Lee (joslee@icma.org) with the fellows accommodation plans, recommended housing options and the dates ICMA will need to book lodging for the fellows by April 7.** The lodging maximum for your community is **\$88** a day including taxes. Please stay below this went suggesting housing options for your fellow.

Logistics—Possible Home Stay

As requested in your application, ICMA would like for each host community to arrange for a home stay of some kind for each of the fellows. A home stay could be an overnight stay coupled with a family dinner, possibly a day trip to a local park or recreational area, or could be for a full week if you are able to. Be creative in what you propose as there is no set model for what kind of home stay is required. If you are planning to have an overnight home stay, **please send the dates, name, physical address, and phone number of the fellow's homestay to Josephine Lee (joslee@icma.org) by April 7.**

Logistics—Meals and Incidentals

Each fellow will be provided with a per diem allowance to spend on food and any incidental items necessary for their stay in your community. You will not be responsible for planning the fellows' meals but, if you can arrange for a few meals for the fellows while they are with you, it is recommended and appreciated.

Program Agenda—Drafting an Agenda for the Fellows Time in Your Community

The fellows will be in your community from **Saturday, May 10 – Sunday, June 1**. Each of you submitted a wonderful application generally describing your vision for a fellowship experience in your community. Now we ask that you begin the process of outlining a more detailed agenda for your fellows. ICMA has provided with this letter an example of the format for the fellows schedule. An example day for the fellow might look something like the following:

Day One

- 8am meet fellows for breakfast at B&B
- 9am-12pm introduce fellows to local government staff and overview presentation provided by city manager
- 12-1pm Lunch
- Afternoon, tour local waste recovery facility and meet with chamber of commerce

- 5:30pm dinner
- Evening, attend city council meeting

Additionally, some other recommended activities include allowing time for the fellow to:

- Address their community/organization challenge
- Work on a specific project or study your community needs
 - This can include them doing a variety of interviews, and then presenting their findings at a council meeting or to department heads
- Present themselves, their community, and their community/organization challenge to city staff, city council or other community members
- Visit or lecture at a local university
- Visit one on one with elected community leaders and/or citizen groups
- Meet with regional issue groups
- Be interviewed by local media outlets (either print, radio or TV)
- Visits with a local college or university, or trips to a local or regional conference
- Have fellows volunteer at a local charity

We ask that you engage the fellows in local government operations and policy making as often as you can, while at the same time showcasing all the other stakeholders, partners, and organizations working to make your community a more engaged and resilient community. We have found that you do not want to over program fellows but should aim for a few key meetings within the day and provide time for fellows to follow up or extend their time during a meeting if it is found of particular interest. For this reason, we would like to have time within the fellows schedules for flexibility. **We also ask that you send your proposed schedule to Lauren Crawford (lcrawford@icma.org) and Josephine Lee (joselee@icma.org) by April 11 with a copy to your two fellows.** We don't need to approve your proposed itinerary; we simply want to give it to the fellows ahead of time and have everyone provide feedback. Additionally we understand that things may change in your community (events get cancelled, emergencies arise, meetings are postponed) from what you send to us to what the fellows may actually do when they arrive in your community. We just ask that you please have a finalized schedule for the fellows (that you have also sent along to Lauren Crawford) upon their arrival. We ask that a **finalized schedule be sent to the fellows no later than April 25.**

ICMA generally does not expect you to provide activities for fellows during the weekends you arrange for a home stay visit with a local family. If there are special community events or sites to see and you are willing to take along your fellows as part of your outing we know they will appreciate the opportunity, but please do not feel obligated to do so, nor to take along a reluctant fellow. They will probably start to wear out themselves a few weeks into their trip and may even appreciate some down time. Please just ask your fellow what they may prefer.

Keeping in touch with ICMA

When the fellows do arrive in your community on **May 10, please notify Josephine Lee (joselee@icma.org)** as soon as possible to make sure the fellows arrived safely in your community. Additionally, upon the fellows' departure we ask that you notify us that they made it to the airport to get on their plane back to Washington D.C. While the fellows are in your community, we ask that you allow them time to blog and post on ICMA's Knowledge Network (KN) Professional Fellows Blog (www.icma.org/pfp). They fellows are required to blog at least twice a week. We hope that you follow along with their journey and encourage them to post more frequently if possible. Additionally, we hope

that as a host community you might also want to blog. If this is the case, please notify Lauren Crawford (lcrawford@icma.org) of your interest and she will approve you as a blog contributor.

Media

ICMA has provided a draft media release for use on the program. We ask that you collect any and all media interviews (both in print or video) and submit them to ICMA upon the conclusion of hosting your fellow. We highly encourage publicizing the program in as many outlets as you have available to you. Please let us know if you should have any specific questions regarding media and communications.

Social Media

ICMA encourages you to use social media while the fellows are in your community. Please see below for specific instructions relating to the preferred social media platforms: Twitter and Facebook.

Twitter:

- *Hashtags*: Please consider using the following hashtags if tweeting about your fellow's while they are in your community: #ProFellows, #CitizenDiplomacy.
- *Handles*: When tweeting about the program, please mention ICMA, and the State Department accounts. You can tweet and link to a blog post/article or just upload a twitpic.
 - ICMA: **@ICMA**
 - Professional Fellows Division, who manages these exchange programs: **@ProFellows**, Bureau of Education and Cultural Affairs (ECA) Exchange Programs at the U.S. State Department who oversees the exchanges: **@ConnectStateGov**
 - Evan Ryan, Assistant Secretary of State for Education and Cultural Affairs is an active "tweeter" so please try to use her hashtag – she would love to hear from you: **@ECA_AS**
 - State Department: **@StateDept**
 - U.S. Embassy in Timor-Leste: **@USembassyDili**
 - U.S. Embassy in Indonesia: **@USembassyJkt**

Facebook:

- To engage with ICMA on Facebook, "like" us here: <https://www.facebook.com/ICMAORG>. We encourage you to post and comment on our Facebook wall.
- Please also like, follow, and engage, as appropriate, on the following Facebook pages:
 - Professional Fellows Program: [Facebook.com/ProFellows](https://www.facebook.com/ProFellows)
 - Bureau of Education and Cultural Affairs Exchanges: [Facebook.com/ExchangesConnect](https://www.facebook.com/ExchangesConnect)
 - U.S. Department of State: [Facebook.com/usdos](https://www.facebook.com/usdos)

U.S. Fellows Abroad

ICMA will be in touch regarding outbound U.S. Fellows programming. We ask the U.S. fellows that were nominated interact quite substantially with the international fellows while they are in your community.

In-Kind Contributions

As part of the application, your community presented a section on in-kind contributions. We are attaching the format by which you will be required to submit the in-kind report. We ask that you submit this form with any receipts and/or memos justifying the calculation of expenses in the "other" category. **Please submit through email to Lauren Crawford (lcrawford@icma.org) by June 30.**

Key Dates Summary

Again thank you for participating in this very special program. The list below summarizes some key dates and deliverables for your role as a host community:

Milestone	Due Date	Submit to:
1.) Designate a point of contact for ICMA and fellows. Submit that person's name, title, phone and email information 2.) Submit the nearest Airport name and airport code for the fellows to fly into.	March 21, 2014	Lauren Crawford (lcrawford@icma.org) and Josephine Lee (joslee@icma.org)
3.) Contact the fellow coming to your community, introducing yourself and asking about their particular interests and preferences.	March 25, 2014	Email fellows with a copy to Lauren Crawford (lcrawford@icma.org)
4.) Transfers to and from airport: provide ICMA with the name and contact person of the person who will providing the transfer to and from the airport. If you are unable to pick up or drop off the fellow, please let us know so we can arrange for a SuperShuttle.	March 28, 2014	Josephine Lee (joslee@icma.org)
5.) Accommodation/Lodging for fellows: provide ICMA with the recommended hotels the fellow will be staying in 6.) If providing a homestays, send ICMA the name, address, and phone number and dates of the fellow's homestay	April 7, 2014	Lauren Crawford (lcrawford@icma.org) and Josephine Lee (joslee@icma.org)
7.) Proposed agenda to fellows and ICMA	April 11, 2014	Fellows and Lauren Crawford (lcrawford@icma.org) and Josephine Lee (joslee@icma.org)
8.) Final Agenda submitted to fellows and ICMA	April 25, 2014	Fellows and Lauren Crawford (lcrawford@icma.org) and Josephine Lee (joslee@icma.org)
9.) Fellows arrive in your community: Please notify ICMA once you confirm the fellows arrived safely	May 10, 2014	Lauren Crawford (lcrawford@icma.org) and Josephine Lee (joslee@icma.org)
10.) Fellows depart in your community: Please notify ICMA once you confirm the fellows departed safely	June 1, 2014	Lauren Crawford (lcrawford@icma.org) and Josephine Lee (joslee@icma.org)
11.) Submit in-kind documentation	June 30, 2014	Lauren Crawford (lcrawford@icma.org)

Feel free to contact us if you have any questions or need any clarifications.

Your Professional Fellows Team,



Shradha Kharel-Pandey

Program Director – Point of contact for overall program

skharelpandey@icma.org

(202) 962-3516



Lauren Crawford

Program Manager – Point of contact for program content

LCrawford@icma.org

202-962-3532



Josephine (Josie) Lee

Assistant Program Manager - Point of contact for logistics

joslee@icma.org

202-962-3666

Attachments Included:

- Suggested Program Itinerary Format
- International Fellows Application
- Community Matching/Profiles
- In-Kind Contributions Form
- Example Media Release
- Knowledge Network Guidelines
- International Fellows Terms of Reference

**TERMS OF REFERENCE
LOCAL ECONOMIC DEVELOPMENT
THROUGH
THE REGIONAL INDUSTRIAL CORE COMPETENCE PROGRAM
IN PALANGKA RAYA CITY,
KALIMANTAN TENGAH PROVINCE-INDONESIA**

I. INTRODUCE

National industry today faces new challenges with the trend of declining industrial competitiveness in the international market. The decline in competitiveness is associated with high costs or lack of efficiency of the production process. The problem costs the industry generally associated with rising energy costs and the high economic costs associated with the service bureaucracy.

While the weakness of the industry structure is also designated as one of the causes. The weakness of the industrial structure is reflected in weak linkages between industry, for example between the upstream and downstream industries and between industries large and small, underdeveloped supporting industries. Industrial clusters that have not fully awakened is also an indicator of the weakness of the industrial structure.

Regional Industry Core Competence Program (abbreviation in Indonesia : **KIID, Kompetensi Inti Industri Daerah**) is a program of the Ministry of Industry that aimed to improve the competitiveness of existing industries in the area. In addition KIID also aims to synergize between industries ranging from upstream to downstream, small industries to large industries, as well as create an industrial cluster in order to support each other.

Palangka Raya is planned to be divided into several clusters, namely: food and beverage, wood and rattan craft, palm oil and rubber processing. All kinds of industries will be managed by the **local indigenious**.

So it can be said that **PALANGKA RAYA KIID PROGRAM IS MANAGEMENT OF LOCAL POTENTIAL SOURCES BASED ON LOCAL WISDOM.**

II. PURPOSE AND TARGET

The purpose of the activities is formulated based on existing conditions and refer to the problems in the construction industry. These problems are specifically focused on industrial clusters policy implementation by using the concept of core competency areas.

No	Objectives	Outputs
1	Study about KIID Program	Formulation and establish the concept of core competency of Palangka Raya area.
2	Determining KIID	KIID concept and regulation
3	Making Implementation Action Plan of KIID	Formulation of KIID development action plan of Palangkaraya city.

III. PROFIL OF PALANGKA RAYA CITY

Palangka Raya area divided into 5 districts and 30 villages. The total area of the city is 2.678,51 km² and a population of 320.526 people, with a population density of only 80 persons per km area. Location of KIID program implementation is in all areas of Palangka Raya. Populations growth rate of 15% and life expectancy is 70 years.

The City are consists of three types, that is urban area, rural area and forest area. There are two major rivers in Palangka Raya with 320 lakes and several areas of the city are still difficult to reach because the geographic factors still remain major obstacles.

In 2012 the growth rate of GDP at current prices is lower than previous years means that the price increases that occurred in 2012 to 2011 was relatively slower. Growth rate based on the prevailing highest occurred in 2006 amounted to 19.54 % of the GDP figures for the achievement Rp. 2,084,430.71. While the lowest growth rate occurred in 2002 at 8.72 %, where GDP is generated by Rp. 1,224,293.14 (Million).

The role of GDP sector at Current Prices and Constant Year 2008-2012 that the Services Sector dominated by Business Sector. The second sector is a mainstay in Palangka Raya is Transport and Communication Sector, Trade Sector, Hotels & Restaurants become the third leading sectors in Palangka Raya.

Vision Palangkaraya is **To realize Palangka Raya as Education, Services and Tourist City, Orderly and Environmentally towards prosperous community according to philoshopy of "Betang" Culture.**

IV. PROFIL OF SMALL AND MEDIUM INDUSTRY IN PALANGKA RAYA

Palangka Raya city government always consistent to build the small medium industry in order to promote entrepreneurship, controlling the process of production of goods, quality, product design and marketing skills. As a result, many designs and other types of products of Palangka have to be known in the world.

This is the description of the number of small and medium industries in Palangka Raya :

No	Kinds of industry	Total	Labours
1	Food	255	581
2	Clothing	67	185
3	Building materials	267	1282
4	Ilme	226	626
5	Craft	40	300
	Total	855	2974

V. TIME FRAME

Palangka Raya KIID Program implementation is planned for **mid-term time frame**, from 1st year to 5th year. This is **in line with** the medium-term of development plan of Palangka Raya Year 2014-2019.

VI. ACTION PLAN

In this year of 2014 Palangka Raya city, in this case industry, trade, and cooperative service is preparing and arranging a comprehensive concept about core competence development of local industry (abbreviated as KIID). KIID is defined as a group of skills and technology that make an organization possible to able to provide particular benefits uniquely to its customers. This term is translated into local industry development by exploiting organizational resource and capability uniquely. This unique is a special value that other regions do not have, and therefore it will become a certain benefit for the region which have it. Palangka Raya city will improve all of its existing potential with its unique called "indigenous wisdom". All of local industri potential will be improved, involving values of indigenous wisdom of Palangka Raya city, such as its characteristics, customs, and everything that have historical values of native society. KIID of Palangka Raya city focus on management potential of fishery industry, cultivation of timber and wood and rattan processing and etc.

Year	Program	Action Plan
2014	<ul style="list-style-type: none"> • Planning process • Development of human resources quality 	<ul style="list-style-type: none"> • Arranging Masterplan • Manajemen Assistance of Small and Medium Industry (SMI)
2015	<ul style="list-style-type: none"> • Facilitation of financing 	<ul style="list-style-type: none"> • Venture capital • Investment capital

	<ul style="list-style-type: none"> • Institutional building • Building partnership • Increasing of domestic market share 	<ul style="list-style-type: none"> • Development of bussiness association • SMI empowerment by community group • Development of market center • SMI Showroom • Exhibition • Purchase of raw materials together • Development of community group • Development of marketing network in various regions
2016 and furter		<ul style="list-style-type: none"> • Study comparative aboard • International exhibition

The concept above surely will be my reference when I participate ICMA programe and through enrichment I get by then, will make it easier and speed up achievements of KIID's objections of Palangka Raya city that have competitiveness and significant added value for business actors. If the local entrepreneurs can be exist in expanding their business so the economic growth mobility and business circulation can be more increased.

If this program runs well, in the future I hope various programmes at institutions involved can be synergy in wider scoup.

I hope the Mayor and all of stakeholders can fully support the implementation and action plans can be run successfully.

VII. BUDGETING

Budget for KIID Program sourced from Palangka Raya Local Government Budget and assistance from The Ministry of Industry Republic of Indonesia and the participation of relevant stakeholders.

Palangka Raya, January 6th, 2014.

HEAD OF INDUSRTY TRADE AND COOPERATION
AGENCY OFFICE
OF PALANGKA RAYA CITY,

HERA NUGRAHAYU

Term of Reference

Professional Fellowship

Title of the Project:

Optimizing the relationship between institutions and abroad to improve the human resource capacity and quality of public services and the development of environmentally friendly city

1. Background

The Vision of Pangkalpinang in Year of 2013-2018: Pangkalpinang is as the Investments City, Humane and environmentally friendly

Harmonious relationship between local government and other agencies both governmental and non-governmental organizations will realize a common perception in the development of economic, social and environmental problems. Solidity in the works between the government and other parties is essential to the sustainability of development because basically good governance characterized by a synergistic and constructive relationship between government, private sector / business and society in this government and non government agencies.

Optimizing the relationship between institutions and abroad for Pangkalpinang Government is an effort to create an investment climate that would result in the increase of urban development so that vision of Pangkalpinang can be realized

To realize the vision of Pangkalpinang Government, it is needed the support of various parties, in addition to cooperation is also required coordination with all stakeholders such as government and non-government organizations, academia, community. That of course requires the cooperation and coordination

2. Problem Analysis

Pangkalpinang population consists of various races and religions. With the condition of multi-ethnic communities and religions, can hardly be said of society lives in harmony and almost no intersection among religion, race and ethnicity. Pangkalpinang society is a society that is open to newcomers.

Its location close to state capital of Indonesia, Jakarta, it only takes 50 minutes by plane, makes Pangkalpinang into a strategic city. The flight of Jakarta – Pangkalpinang-Jakarta is 20 times a day, it describes Pangkalpinang is a highly developed city and it makes Pangkalpinang the city center and trading services center in Bangka Belitung Province.

On the other hand Pangkalpinang people tends to have a character who does not care what happens, so that sometimes it gives the impression of a slacker people. The livelihoods of the population besides civil servants, they also work in private sector, or as fishermen or miners (tin).

Relations to tin mining, the tendency of environmental damage caused by illegal tin mining makes natural condition becoming more damaged and if left alone will cause natural disasters such as flood and water damage conditions.

With a population of around 218 000 people, and an area of 118 km², population levels are already higher educated (Pangkalpinang is a city which has a-12-year compulsory education

program and illiteracy-free) as well as the location is close to the state capital, it is a potential to be developed.

But due to the lack of awareness of the population to maintain natural conditions, with continuous digging tin, without care the consequences, then the condition if allowed to continue will cause natural disasters.

Moreover Pangkalpinang is a city that lacks natural resources, so it must strive to make the services and trade as a source of revenue.

An ongoing development by Pangkalpinang Government does not describe the construction of a humanist and environmentally friendly.

3. Objectives:

- Identifying the key indicators of sustainable planning for cooperation and coordination
- Increasing community participation to build Pangkalpinang so that grow a sense of belonging
- Better understanding among the Government and the local government of Pangkalpinang border, institutional and abroad
- Optimizing the cooperation already established or to be held so it can realize the vision and mission of Pangkalpinang

4. Expected Results:

- a. Improving sense of belonging to the community, so it can increase public participation to establish this city
- b. Increasing understanding of the importance of cooperation and coordination with other institutions in order to realize the vision of Pangkalpinang
- c. Formulate the concept of improving communication between local government and government agencies and non-governmental
- d. Increasing mutual communication between the government, the public and the media as well as the borders regions
- e. The City development should be a humanist and environmentally friendly