

REGULAR MEETING OF  
**THE HARTSVILLE/TROUSDALE COUNTY COMMISSION**

*Dwight Jewell, Chair*  
*Bill Fergusson, Pro Temp*  
*Beverly Atwood*  
*Mary Ann Baker*  
*Ken Buckmaster*

*Shane Burton*  
*Gary Claridy*  
*Rick Davis*  
*Coy Dickey*  
*Jerry Ford*

*T. Bubba Gregory*  
*Landon Gulley*  
*Richard Harsh*  
*Richard Johnson*  
*Rachel Jones*

*David Nollner*  
*Amber Russell*  
*Lonnie Taylor*  
*Gary Walsh*  
*Steve Whittaker*

*Ethan Boles, TCHS*

MONDAY, SEPTEMBER 27, 2021 | 7:00 P.M. | TC COURTHOUSE

*Work Session Monday, September 20, 2021 | 7:00PM | TC Courthouse*

**AGENDA**

- 1. Open Court**
- 2. Invocation** – T. Bubba Gregory
- 3. Pledge to the American Flag** – Rachel Jones
- 4. Roll Call** – Rita Crowder, *County Clerk*
- 5. Approval of Minutes**  
*The minutes of the August 23, 2021 Commission meeting have been distributed.*
- 6. Announcements**
- 7. Amendments to the Agenda / Approval of Agenda**
- 8. Citizens' Response to Agenda Items**  
*If you wish to speak to the Commission on a matter in this month's agenda, please sign in at this time.*
- 9. County Mayor Report** – Stephen Chambers
- 10. Committee Reports**
  - A. Codes & Zoning Comm – *Aug 26*
  - B. Communications Comm – *Aug 26*
  - C. Steering Committee – *Sept 7*
  - D. Building Comm – *Sept 9*
  - E. Personnel Comm – *Sept 14 & 21*
  - F. Budget & Finance – *Sept 20*
  - G. Insurance Comm – *Sept 23*
  - H. Parks & Rec Comm – *Sept 23*
  - I. *Other Reports*
- 11. Active Business**
  - A. **Commission Elections**
    - 1) Chairman
    - 2) Chairman Pro Tempore
  - B. **Appointments**
    - 1) 2022 Student Representative
  - C. **Resolutions**
    - 1) **Resolution 2021-25-729** ECD Grant Application for TCEA, *Round 2*
    - 2) **Resolution 2021-26-730** "One-Way" Traffic Flow Designation Hall Street and Gregory Street
    - 3) **Resolution 2021-27-731** Whistleblower Policy
    - 4) **Resolution 2021-28-732** Comcast Franchise Agreement

D. **Budget Amendments**

**101 – COUNTY GENERAL**

**FUND BALANCE DRAW**

2022-101-08FB	Upgrade County VoIP Phone System	\$	14,000
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**TRANSFER FROM RESERVED FUNDS**

2022-101-07R	LGSFL Local Parks & Recreation Grant	\$	196,000
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2022-101-09R	Senior Center Van Repairs		2,281
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2022-101-10R	TNCAMS: Sheriff – Law Enforcement Equipment		24,357
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**141 – GENERAL PURPOSE SCHOOL**

2022-141-01	Summer Learning Camp	\$	14,856.87
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2022-141-02	Salary Adjustments per schedule		79,549.00
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2022-141-03FB	uTrust Donation		2,326.50
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E. **Notaries**

- *County Clerk will present names at Commission meeting.  
Notary applications are due by noon on the 4<sup>th</sup> Monday of each month.*

**12. Other Business**

**13. Public Comment**

**14. Adjourn**

# MINUTES

## AUGUST 23, 2021 - HARTSVILLE/TROUSDALE COUNTY COMMISSION MEETING

**BE IT REMEMBERED**, That the Hartsville/Trousdale County Commission met pursuant to adjournment with the Honorable Dwight Jewell, Commission Chairman, presiding and the following commissioners present to wit: Beverly Atwood, Mary Ann Baker, Ken Buckmaster, Shane Burton, Gary Claridy, Coy Dickey, Bill Fergusson, Jerry Ford, Bubba Gregory, Landon Gulley, Richard Harsh, Rachel Jones, David Nollner, Amber Russell, Lonnie Taylor, Gary Walsh, Steve Whittaker, and Ethan Boles.

1. **Open Court** - Sheriff Ray Russell
2. **Invocation** - Steve Whittaker
3. **Pledge to the American Flag** - Jerry Ford
4. **Roll Call** - Rita Crowder, County Clerk - **18 PRESENT, 2 ABSENT**
5. **Approval of Minutes** - Motion this court approve the minutes as presented.  
Motion by Jerry Ford, Second by Coy Dickey **MOTION CARRIED**
6. **Announcements** - Comm. Richard Johnson is in the hospital and not doing well from what we've been told. Please remember him in your prayers. Comm. Rick Davis has family visiting so he will not be present at tonight's meeting.
7. **Amendments to the Agenda / Approval of Agenda** - We have 3 Notaries to add.  
Motion this court set the agenda.  
Motion by Richard Harsh, Second by Rachel Jones **MOTION CARRIED**
8. **Citizens' Response to Agenda Items** - No one signed in to speak.
9. **County Mayor Report** - Stephen Chambers
  - Census numbers are in. Trousdale County's population is 11,615. This total does include the inmates at Core Civic. They are not included in the totals for redistricting.
  - Hwy 25/Broadway Expansion Project should be ready to bid in December. TDOT expects this project to take up to 18 months once the project begins.
10. **Committee Reports**
  - A. **Steering Committee** - Aug. 3 - Met and approved the minutes from the previous meeting. Discussed the Jail Needs Assessment and Jail Expansion. Recommended sending to Law Enforcement and the Building Committee. Discussed the renewal lease for Comcast and recommended to send to the full body for approval. Health Insurance /Benefits to be reviewed by the Insurance Committee. Wage Study sent to the Personnel Committee. The tornado siren has not been working properly. This will be a costly repair. More discussion on building a new jail and wheel tax.
  - B. **Law Enforcement Comm.** - Aug. 10 - Met and approved the minutes from the previous meeting. Currently working on a Memorandum of Understanding between the Sheriff's Dept. and the School System. They hope to have it finished soon. They reviewed the needs assessment for the jail that was completed by Jim Hart, Jail Management Consultant with CTAS. They will need to review and begin the process to see what this will cost. More discussion will come on how this project will be paid for.
  - C. **Personnel Committee** - Aug. 12 - Met and received an update on where we stand with Direct Deposit for employees. Both Citizens Bank and Wilson Bank & Trust have submitted proposals. Mayor Chambers and his staff have been reviewing those. He has also been working to review and submit changes to the Municipal Code Title IV. Some of these were carried over from the Town of Hartsville Policies. They began reviewing changes to the personnel policy and asked Mrs. Vickie Howard if would be possible to redo the changes as well as what they currently are.  
  
Meeting was then scheduled for Sept. 14th and Sept. 21st. They will try and have a representative from Burris, Thompson, & Associates, the company that conducted the study, present to explain the findings of the study. This will be at the Sept. 21st meeting. These meetings will be held in the upstairs courtroom at the courthouse.

- D. **Budget & Finance** - Aug. 16 - Met and reviewed the Trustee's report. Early in the fiscal year, so there wasn't much going on. Still waiting on final numbers for the year. Budget amendments sent to the full body with a favorable recommendation.
- E. **Communications Committee** - Meeting is scheduled for Thursday, Aug. 26th @ 7:00 at the courthouse.
- F. **Insurance Committee** - Meeting is schedule Sept. 23rd @ 6:00 at the courthouse.
- G. **Parks & Recreation Committee** - Meeting is scheduled for Sept. 23rd @ 7:00 at the courthouse.

11. **Active Business**

A. **Resolutions**

- 1) **Resolution 2021-24-728** Comcast Lease Agreement  
 Motion this court approve this Resolution.  
 Motion by Mary Ann Baker, Second by Beverly Atwood **MOTION CARRIED**

B. **Ordinances**

**PUBLIC HEARING/SECOND READING**

- 1) **Ordinance 223-2021-14** Rezoning A1 to R1 River Road  
 Motion this court close both Public Hearings.  
 Motion by Landon Gulley, Second by Beverly Atwood **MOTION CARRIED**
- 3) **Ordinance 223-2021-14** Rezoning A1 to R1 River Road  
 Motion this court approve this Ordinance - 2nd Reading  
 Motion by Landon Gulley, Second by Richard Harsh **MOTION CARRIED**
- 4) **Ordinance 224-2021-15** Rezoning A1 to R1 Hwy 10  
 Motion this court approve this Ordinance - 2nd Reading  
 Motion by Mary Ann Baker, Second by Beverly Atwood **MOTION CARRIED**

C. **Budget Amendments**

**101 - COUNTY GENERAL**

**TRANSFER FROM RESERVED FUNDS**

- 2022-101-04R** **Local Parks & Recreation Grant** \$ 240,000  
 After a lengthy discussion regarding the temporary use of Enhanced Wood Fiber chips vs. rubber chips, a motion was made for approval.  
 Motion this court approve this Budget Amendment.  
 Motion by Mary Ann Baker, Second by David Nollner  
**ROLL CALL, BOOK PAGE 3, - 8 YES, 10 NO, 2 ABSENT** **MOTION FAILED**

**INTERFUND TRANSFERS**

- 2022-101-05** **ThreeStar Grant** \$ 47,500  
 Motion this court approve this Budget Amendment.  
 Motion by Beverly Atwood, Second by Bill Ferguson **MOTION CARRIED**
- 2022-101-06** **Insurance Recovery** 495  
 Motion this court approve this Budget Amendment,  
 Motion by Rachel Jones, Second by Amber Russell **MOTION CARRIED**

D. **Notaries**

- Candice Wesner, Kenneth J. Phillips, Attorney at Law
- W.M. Grady, Core Civic
- Angie Hibdon-Johnson, CPA
- Motion this court approve these Notary applicants.  
 Motion by Bubba Gregory, Second by Rachel Jones **MOTION CARRIED**

12. **Other Business** - None

13. **Public Comment** – None

14. **Adjourn**

- Motion this court Adjourn.
- Motion Gary Walsh, Second by Beverly Atwood **MOTION CARRIED**

# ELECTIONS / APPOINTMENTS

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## COMMISSION CHAIR

Nominations:

	Vote Count	Vote Count

Motion to close nominations and elect:

Motion to approve: \_\_\_\_\_

Second motion: \_\_\_\_\_ Absent \_\_\_\_\_

**Commission Chair:** \_\_\_\_\_

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## COMMISSION CHAIR PRO TEMPORE

Nominations:

	Vote Count	Vote Count

Motion to close nominations and elect:

Motion to approve: \_\_\_\_\_

Second motion: \_\_\_\_\_ Absent \_\_\_\_\_

**Commission Chair Pro Tempore:** \_\_\_\_\_

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## 2022 TCHS STUDENT REPRESENTATIVE

- Ethan Boles, term ending May 31, 2022

Motion to approve appointment as presented

Motion to approve: \_\_\_\_\_

Second motion: \_\_\_\_\_ Voice Vote of General Consent Absent \_\_\_\_\_

# **RESOLUTIONS**

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

**RESOLUTION #2021-25-729**

**A RESOLUTION TO APPLY TO THE TENNESSEE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT FOR SITE DEVELOPMENT GRANT FUNDS**

**WHEREAS**, Hartsville/Trousdale County, Tennessee, is eligible for grant funds under the Site Development Grant Program administered by the Tennessee Department of Economic and Community Development; and

**WHEREAS**, Hartsville/Trousdale County needs improved Industrial Property to meet the needs of the citizens of Hartsville/Trousdale County for the growth of jobs; and

**WHEREAS**, the extension of sewer lines is an eligible activity under the Site Development Grant Program; and

**WHEREAS**, Hartsville/Trousdale County Tennessee, is eligible for a maximum grant of one million dollars (\$1,000,000.00) under the ECD Site Development Grant Program; and

**WHEREAS**, The Tennessee Central Economic Authority has agreed to pay the 30% required to match their grant amount received and the additional funds required to complete this project.

**NOW, THEREFORE BE IT RESOLVED**, by the Hartsville/Trousdale County Commission that:

1. The County Mayor be authorized and directed to:
  - A. Execute and submit an application with the assistance of Tennessee Central Economic Authority and Greater Nashville Regional Council for the ECD Site Development Grant funds to the Tennessee Department of Economic and Community Development in order to provide improved Industrial Property for the community.
  - B. Enter into the necessary agreements with the Tennessee Department of Economic and Community Development to receive and administer said grant funds.
  - C. Execute necessary agreements for Administrative services without further action by the Commission, contingent upon approval by the funding agencies.
2. The Tennessee Central Economic Authority and Greater Nashville Regional Council shall prepare all necessary documents for the completion of said application for the proposed project at no charge to Hartsville/Trousdale County. Should said ECD Site Development grant be approved, Tennessee Central Economic Authority, Greater Nashville Regional Council and Hartsville/Trousdale County shall be engaged to perform all administrative services for said project upon state approval.

Motion to approve: \_\_\_\_\_

**Voice Vote**

Second motion: \_\_\_\_\_

**ABSENT** \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Dwight Jewell**  
Commission Chair

\_\_\_\_\_  
**Rita Crowder**  
County Clerk

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT  
**RESOLUTION #2021-26-730**

**A RESOLUTION DESIGNATING HALL STREET AND GREGORY STREET AS  
"ONE WAY" ROADWAYS**

**WHEREAS**, A request has been made for the Commission to consider restricting traffic flow to one direction on Hall Street and Gregory Street; and

**WHEREAS**, The Ward School Association and the residents of Hall Street and Gregory Street have signed a petition requesting to make a one directional loop of their streets for the safety of entering, exiting, and parking; and

**WHEREAS**, The Trousdale County Highway Commission has reviewed the petition signed by the residents on these streets and have recommended the one-way traffic flow designation to the County Commission.

**NOW, THEREFORE BE IT RESOLVED**, by the Hartsville/Trousdale County Commission that:

1. Traffic flow on Hall Street will begin at the intersection of Hall Street and West Main Street and flow north and follow the road west to the intersection of Hall Street, Gregory Street, and Wilson Street; and
2. Traffic flow will continue south on Gregory Street beginning at the intersection of Wilson Street, Hall Street, and Gregory Street and flow south to the intersection of Gregory Street and West Main Street.
3. The Trousdale County Highway Department will post appropriate signage at the intersections of
  - Hall Street and West Main Street,
  - Gregory Street and Wilson Street, and
  - Gregory Street and West Main Street.

*As recommended by the Highway Commission on August 25, 2021.*

Motion to approve: \_\_\_\_\_

**Voice Vote**

Second motion: \_\_\_\_\_

ABSENT \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Dwight Jewell**  
Commission Chair

\_\_\_\_\_  
**Rita Crowder**  
County Clerk

**Resolution 2021-26-730**  
**DESIGNATING HALL STREET AND GREGORY STREET AS**  
**"ONE WAY" ROADWAYS**



**AUGUST 25, 2021**

The Hartsville/Trousdale County Board of Highway Commission met on Wednesday, August 25, 2021 at 2:00 P.M. with the following members present:

Stephen Chambers, Mayor  
Bill Scruggs, Supt. of Roads  
Bobby Joe Lewis, Member

Also present: Peggy J Taylor, Executive Assistant to the Supt. of Roads  
Dr. Clint Satterfield, Director of Schools  
John Hawkins

The Highway Commission was called to order at 2:08 PM by Bill Scruggs.

This monthly business meeting consists of the following discussion items:

Mr. Scruggs brought the following items before the Board:

- 1.) In regular maintenance mode. Mowing the Right of Way around the County.
- 2.) Mr. Scruggs stated that he had invited Dr. Satterfield to attend the meeting due to some complaints about the traffic backup on Sam Beasley Road in the afternoons when car riders are being dismissed.  
Dr. Satterfield stated that TCES was growing with new students and many parents have chosen to transport their children due to Covid.  
Mr. Scruggs stated that the Highway Department could build a turn lane that would service around 70 vehicles. The estimated cost for 819 feet—6inches deep rock base would be \$3000. The estimated cost to pave (after the rock has settled) will be \$4600. Dr. Satterfield stated he would take this proposal to the Board of Education. Mr. Scruggs stated he could start the project immediately.
- 3.) Mr. Scruggs stated the next item of business was the petition for Hall Street/Gregory Street to become a One-Way Street.  
Mr. Lewis stated that he had circulated a petition and all the residents were in agreement that this needed to be done.  
**Motion by Scruggs to send to the County Commission a Resolution and the petition making Hall Street/Gregory Street one-way.**  
**Second by Bobby Joe Lewis.**  
The Highway Department will order the signs and have them in stock so that the signs can be installed once it has been approved.
- 4.) The Mayor/ Highway Department has received an email from Sylvia Anglin, a resident of Carey Road, requesting speed limit signs and pavement markings on Carey Road. Mr. Scruggs stated that Carey Road was on the list to be resurfaced this fiscal year. 30 MPH speed limit signs will be installed.
- 5.) Mr. Scruggs stated that he was going to post 30 MPH signs on Sulphur College Road and Walnut Grove Road.
- 6.) Mr. Scruggs has received a request from a grandparent (Steve Bode) to install a granite marker in the curve on Walnut Grove Road where his granddaughter was killed in May of this year. As per the Board that would be a liability to the County.

Mayor Chambers had the following items to discuss.

- 1.) County Commissioner Steve Whittaker inquired as to how the Highway Commission came into existence and why is it only 3 members? He doesn't feel that the rural areas are represented. Taylor to research and report back to the Mayor.

Mr. Lewis stated that since we had already discussed the Hall Street/Gregory Street petition, he did not have anything to discuss.

Being no further business, the meeting was adjourned.

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Stephen Chambers, Mayor

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Bill Scruggs, Supt. of Roads


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Bobby Joe Lewis, Member

## PETITION TO MAKE HALL STREET A ONE-WAY STREET

We the undersigned residents of Hall Street do hereby request approval to make Hall Street a one-way street for the safety of entering, exiting and parking.

Entrance will be from Hall Street and the exit will be from Gregory <sup>Street</sup> Drive.

<u>Signature</u>	<u>Printed Name</u>	<u>Address</u>
1. <u>James H Burnley - YES</u>	<u>JAMES H BURNLEY</u>	<u>106 HALL ST.</u>
2. <u>Marion B Wright yes</u>	<u>Yes Marion B Wright</u>	<u>105 Hall st</u>
3. <u>Tara Perry</u>	<u><del>yes</del> Tara Perry</u>	<u>108 Hall St</u>
4. <u> yes</u>	<u>Trevor Drown</u>	<u>110 Hall st</u>
5. <u>Namiah Wilson yes</u>	<u>Namiah Wilson</u>	<u>105 Gregory St</u>
6. <u>Roger Valentine yes</u>	<u>Roger Valentine</u>	<u>106 Gregory St</u>

PETITION TO MAKE HALL STREET A ONE-WAY STREET

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<u>Signature</u>		<u>Printed Name</u>	<u>Address</u>
7. <u>Stephanie Burnley</u>	<u>yes</u>	<u>Stephanie Burnley</u>	<u>103 Gregory St.</u>
8. <u>Michael McDonald</u>	<u>yes</u>	<u>Michael McDonald</u>	<u>101 Gregory St</u>
9. <u>Kandy Storall</u>	<u>yes</u>	<u>Kandy storall</u>	<u>104 Gregory St</u>
10. <u>Eric Storall</u>	<u>yes</u>	<u>Eric Storall</u>	<u>104 Gregory St</u>
11. <u>Sadie Luster</u>	<u>yes</u>	<u>Sadie Luster</u>	<u>104 Gregory St</u>
12. <u>Will H. Williams</u>	<u>yes</u>	<u>Will H. Williams</u>	<u>308 West Main</u>
13. _____		_____	_____

HARTSVILLE/TROUSDALE COUNTY METROPOLITAN GOVERNMENT

**RESOLUTION # 2021-27-731**

**RESOLUTION AMENDING THE HARTSVILLE/TROUSDALE COUNTY GOVERNMENT  
PERSONNEL POLICY TO INCLUDE A WHISTLEBLOWER POLICY**

**WHEREAS**, the Hartsville/Trousdale County Metropolitan Government is required to develop its own personnel and office policies; and

**WHEREAS**, it is the desire of the County Commission to present an updated version of Personnel Policies for all employees of Hartsville/Trousdale County Government excluding those employees working in the School System which has their own personnel policies; and

**WHEREAS**, a policy in accordance with State law, found at T.C.A. § 50-1-304, needs to be stated within the Hartsville/Trousdale County Metropolitan Government Personnel policy.

**NOW, THEREFORE, BE IT RESOLVED** by the Hartsville/Trousdale County Commission that an amendment be made to the Hartsville/Trousdale County Metropolitan Government Personnel Policy to include a stated Whistleblower Policy by adding Item Y to Section VII Miscellaneous Policies.

*See attached documents*

1. *Personnel Policy Table of Contents*
2. *Whistleblower Policy*

*Motion to approve:* \_\_\_\_\_

*Vote of general consent*

*Second motion:* \_\_\_\_\_

*Absent* \_\_\_\_\_

**APPROVED:**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Branden Bellar**  
*County Attorney*

\_\_\_\_\_  
**Dwight Jewell**  
*Commission Chair*

\_\_\_\_\_  
**Rita Crowder**  
*County Clerk*

*Policy will be inserted into the current policy under Section VII, Article Y*

## **Y. WHISTLEBLOWER POLICY**

This policy is intended to encourage employees and others to report suspected or actual occurrences of illegal, unethical, or inappropriate events (behaviors or practices) without retribution.

State law, found at **T.C.A. § 50-1-304**, prohibits an employer from terminating an employee solely for refusing to participate in an illegal activity or for refusing to remain silent about an illegal activity. Illegal activities are defined as those that are in violation of a state law (either criminal or civil) or any regulation intended to protect the public health, safety, or welfare. Employees who are terminated in violation of this statute may sue the employer for retaliatory discharge. However, if an employee files a frivolous lawsuit for retaliatory discharge the employee may be required to pay the other party's attorney's fees and expenses.

1. The Whistleblower (who reported an event in good faith) should promptly report the suspected or actual events to their supervisor.
2. If The Whistleblower would be uncomfortable or otherwise reluctant to report to their supervisor, then the Whistleblower should report the event to the County Mayor's Office,
3. The Whistleblower can report the event and reveal their identity or report it anonymously.
4. The Whistleblower shall receive no retaliation or retribution for a report that was provided in good faith – that was not done primarily with malice to damage another or the organization.
5. A Whistleblower who makes a report that is not done in good faith is subject to discipline, including termination of the employee relationship.
6. Anyone who retaliates against the Whistleblower will be subject to discipline, including termination.
7. Crimes against person or property, such as assault, rape, burglary, etc., should immediately be reported to local law enforcement personnel.
8. Supervisors who receive the reports must promptly act to investigate and/or resolve the issue.
9. The Whistleblower shall receive a report within five business days if the initial report, regarding the investigation, disposition or resolution of the issue.
10. If the investigation of a report that was done in good faith and investigated by internal personnel is not to the Whistleblower's satisfaction, then they have the right to report the event to the appropriate legal or investigative agency.
11. The identity of the Whistleblower, if known, shall remain confidential to those persons directly involved in applying the policy, unless the issue requires investigation by law enforcement.

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## SECTION VII – MISCELLANEOUS PERSONNEL POLICIES

- A. USE OF GOVERNMENT TIME, FACILITIES, ETC
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- D. FIGHTING, HORSEPLAY, DAMAGING LOCAL GOVERNMENT PROPERTY
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- P. SEXUAL HARASSMENT
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  - MAKING SEXUAL HARASSMENT COMPLAINTS
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- Y. WHISTLEBLOWER POLICY**

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**RESOLUTION #2021-28-731**

**A RESOLUTION AUTHORIZING HARTSVILLE/TROUSDALE COUNTY MAYOR TO  
RENEW THE COMCAST FRANCHISE AGREEMENT**

**WHEREAS**, Hartsville/Trousdale County Charter Article 3 Section 3.01 states "The Hartsville/Trousdale County Executive [Mayor] shall sign and approve all contracts or obligations"; and

**WHEREAS**, Hartsville/Trousdale County has held a franchise agreement with Comcast since 1980; and

**WHEREAS**, the agreement is renewed every 10 years; and

**WHEREAS**, it is time to renew the franchise agreement in order to keep the revenue source to the Urban Services fund.

**NOW THEREFORE BE IT RESOLVED** that the Hartsville/Trousdale County Commission, meeting in regular session, authorizes Mayor Stephen Chambers to negotiate and enter into contract with Comcast concerning the franchise agreement for the Hartsville/Trousdale County.

*Motion to approve:* \_\_\_\_\_

*Second motion:* \_\_\_\_\_

*ABSENT* \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
**Dwight Jewell**  
*Commission Chair*

\_\_\_\_\_  
**Rita Crowder**  
*County Clerk*

*Copy of the 26 page agreement can be found in the digital version of the agenda packet on the HTC Website.*

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***Franchise Agreement***

between

***City of Hartsville-Trousdale County, Tennessee***

and

***Comcast of Nashville II, LLC***

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## **AGREEMENT**

This **AGREEMENT** is effective as of the 28<sup>th</sup> day of SEPTEMBER, 2021 (the “Effective Date”), and is between the City of Hartsville-Trousdale County, Tennessee (the “Franchising Authority” or the “County”), and Comcast of Nashville II, LLC (the “Company”). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

### **SECTION 1 GRANT OF AUTHORITY**

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the “Franchise”) to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of ten (10) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority’s right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

## 1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to County residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to County residents; promote local communications infrastructure investments and economic opportunities in the County; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. “Materially equivalent” provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company’s proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled county commission meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Tennessee Competitive Cable & Video Services Act of 2008 (T.C.A. § 7-59-301, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

## SECTION 2 THE CABLE SYSTEM

### 2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

### 2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

### 2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and

maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

## 2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the

Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Tennessee Department of Transportation's Rules and Regulations for Accommodating Utilities Within Highway Rights-of-Way. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles. The Franchising Authority acknowledges that the Company may pass through to Subscribers the costs of attaching to existing utility poles in the Franchise Area, and does not object.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written

notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

### **SECTION 3 CUSTOMER SERVICE**

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

### **SECTION 4 COMPENSATION AND OTHER PAYMENTS**

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to three percent (3%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Tennessee, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for

use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that franchise fee payments required under Section 4.1.1 shall be in lieu of any permit fees, business license fees, and occupational license fees as are or may be required by the Franchising Authority. The Franchising Authority and the Company further agree that no additional taxes, licenses, fees, surcharges, or other assessments shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

## **SECTION 5 COMPLIANCE REPORTS**

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Tennessee Open Records Act (T.C.A. § 10-7-501, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Tennessee Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 9.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

## **SECTION 6 ENFORCEMENT**

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to

continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

## **SECTION 7 ASSIGNMENTS AND OTHER TRANSFERS**

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

- (a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Tennessee Underground Utility Damage Prevention Act (T.C.A. § 65-31-101, *et seq.*);
- (b) a description of the transferee's service area; and
- (c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

## **SECTION 8 INSURANCE AND INDEMNITY**

### 8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Tennessee with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death of any one person, One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the County.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Tennessee Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

## **SECTION 9 MISCELLANEOUS**

9.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

9.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

9.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

9.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote

the public interest and to protect the health, safety, and welfare of the citizens of Hartsville-Trousdale County, Tennessee.

9.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

9.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:  
Hartsville-Trousdale County  
Attn: County Mayor  
328 Broadway, Rm 10  
Hartsville, Tennessee 37074

COMPANY:  
Comcast of Nashville II, LLC  
Attn: Vice President, External Affairs  
6200 The Corners Parkway, Suite 200  
Peachtree Corners, Georgia 30092

With a copy to: Comcast Cable Communications, LLC  
Attn: Vice President, Government Affairs  
2605 Circle 75 Parkway  
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC  
Attn: Legal Department  
One Comcast Center  
1701 John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19103

9.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by

any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

9.7.1 Organization, Standing, and Authorization. The Company is a limited liability company validly existing and in good standing under the laws of the State of Delaware and is duly authorized to do business in the State of Tennessee and in the Franchise Area.

9.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

9.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

9.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

9.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

9.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

9.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in Hartsville-Trousdale County, Tennessee, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Tennessee, as applicable to contracts entered into and to be performed entirely within that state.

9.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Tennessee (“Federal Court”) or in a court of the State of Tennessee of appropriate jurisdiction (“Tennessee State Court”). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Tennessee State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 9.6, or to such other address as the Company may provide to the Franchising Authority in writing.

9.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

9.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company’s capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 9.16.

9.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words “reasonable,” “good faith,” or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

9.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

9.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its County Mayor, thereunto duly authorized by the County Commission of said Franchising Authority, has caused the name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

**Hartsville-Trousdale County, Tennessee**

By: \_\_\_\_\_  
Name: Stephen Chambers  
Title: County Mayor  
(Seal)

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**Comcast of Nashville II, LLC**

By: \_\_\_\_\_  
Name: Jason M. Gumbs  
Title: Regional Senior Vice President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

## **APPENDIX A DEFINED TERMS**

*For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.*

**“Agreement”** means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

**“Basic Service”** means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

**“Cable Act”** means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

**“Cable Service”** means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. “Cable Service” does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

**“Cable Service Provider”** or **“CSP”** means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

**“Cable System”** means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but “Cable System” does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

“**Channel**” means a “cable channel” or “channel” as defined in 47 U.S.C. § 522(4).

“**Company**” means Comcast of Nashville II, LLC, a Limited Liability Company validly existing under the laws of the State of Delaware, or lawful successor, transferee, designee, or assignee thereof.

“**FCC**” means the Federal Communications Commission, its designee, or any successor thereto.

“**Franchise Area**” means the unincorporated areas of Hartsville-Trousdale County, Tennessee.

“**Franchising Authority**” means Hartsville-Trousdale County, Tennessee, or lawful successor, transferee, designee, or assignee thereof.

“**Gross Revenues**” means:

(A) all revenues received from Subscribers in the Franchise Area for providing Cable or Video Services, and all revenues received from nonsubscribers in the Franchise Area for advertising services and as commissions from home shopping services, as allocated pursuant to subdivision (B); provided, that the advertising or home shopping services are disseminated through Cable or Video Services. Gross Revenues shall be determined according to Generally Accepted Accounting Principles (“GAAP”). “Gross Revenues” shall not include any:

- (i) tax, surcharge, or governmental fee, including franchise fees;
- (ii) revenue not actually received, even if billed, such as bad debt;
- (iii) revenue received by any affiliate or any other person in exchange for supplying goods or services to the service provider;
- (iv) amounts attributable to refunds, rebates, or discounts;
- (v) revenue from services provided over the Cable System or Video Service system that are associated with or classified as non-Cable or non-Video Services under federal law, including but not limited to revenues received from providing telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising services, including but not limited to yellow pages, white pages, banner, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of any Cable or Video Service or Services and sold for a single non-itemized price, the term “Gross Revenues” shall include only those revenues that are attributable to Cable or Video Services based on the provider’s books and records;

(vi) revenue attributable to financial charges, such as returned check fees, late fees or interest;

(vii) revenue from the sale or rental of property, except such property the consumer is required to buy or rent exclusively from the service provider;

(viii) revenues from providing or maintaining an inside wiring plan;

(ix) revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, and the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; and

(x) amounts attributable to a reimbursement of costs, including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming; and

(B) with regard to Gross Revenues attributable to advertising revenues, or video home shopping services, the amount that is allocable the Franchise Area is equal to the total amount of the service provider's revenue received from the advertising and home shopping services multiplied by the ratio of the number of the provider's Subscribers located in the Franchise Area to the total number of the provider's Subscribers. The ratio shall be based on the number of the provider's Subscribers as of January 1 of the preceding year or more current Subscriber count at the provider's discretion, except that, in the first year in which services are provided, the ratio shall be computed as of the earliest practical date.

**“Person”** means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

**“Signal”** means any transmission of radio frequency energy or of optical information.

**“Streets”** means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

**“Subscriber”** means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

**“Video Programming”** means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

**“Video Service”** means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video

Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

**“Video Service Provider”** or **“VSP”** means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

**APPENDIX B  
CUSTOMER SERVICE STANDARDS**

Code of Federal Regulations

Title 47, Volume 4, Parts 70 to 79

Revised as of October 1, 1998

From the U.S. Government Printing Office via GPO Access

47 C.F.R. § 76.309

Page 561–63

TITLE 47—TELECOMMUNICATION  
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION  
PART 76—CABLE TELEVISION SERVICE  
Subpart H—General Operating Requirements

**§ 76.309 Customer service obligations.**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

- (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;
- (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;
- (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or
- (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) 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 must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term “normal business hours” means those hours during which most similar businesses in the community are open to serve customers. In all cases, “normal business hours” must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term “normal operating conditions” means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term “service interruption” means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

# **BUDGET AMENDMENTS**

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**BA 101-08FB MITEL PHONES**

**| BUDGET AMENDMENT  
2022-101-08FB**

Request is hereby made to amend **Fund 101 County General** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-39000	Fund Balance	\$ 14,000	
101-52600-708	Data Processing: Equipment		\$ 14,000
<b>TOTAL</b>		<b>\$ 14,000</b>	<b>\$ 14,000</b>

**Purpose:** Request to upgrade the County VoIP phone system from Small Business plan to the Enterprise plan to allow for an additional 50 licenses.

Upfront Installation Costs \$12,750

Purchase of 5 phones w/ licenses \$1,250

<b>Budget Amendment Total</b>	<b>\$ 14,000</b>	<b>\$ 14,000</b>
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As recommended by the Communications Committee August 26, 2021

As recommended by the Budget & Finance Committee \_\_\_\_\_

Motion to approve: \_\_\_\_\_

Second: \_\_\_\_\_

**Roll Call**

Yes \_\_\_\_\_ No \_\_\_\_\_ Absent \_\_\_\_\_

**Budget Amendment 2022-101-08FB approved by Commission on \_\_\_\_\_**

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**BA 101-07R LOCAL PARK GRANT**

**| BUDGET AMENDMENT  
2022-101-07R**

Request is hereby made to amend **Fund 101 County General** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-34690	Reserves - Local Government Support	\$ 98,000	
101-46390	Other Health and Welfare Grants	98,000	
101-56700-309	Parks & Recreation: Contract with Government Agencies		\$ 196,000
<b>TOTAL</b>		<b>\$ 196,000</b>	<b>\$ 196,000</b>

**Purpose:** HTCG has been awarded the Local Parks and Recreation Grant through the Department of Environment and Conservation. This is a 50/50 matching grant. These funds will be used to bring the Trey Park Playground area up to ADA regulations and make the area more inclusive. This project is to be done in phases. Matching funds would come from the Local Government Support Funding received in FY21.

**Budget Amendment Total** **\$ 196,000** **\$ 196,000**

As recommended by the Budget & Finance Committee \_\_\_\_\_

Motion to approve: \_\_\_\_\_

**Voice Vote**    *Absent* \_\_\_\_\_

Second: \_\_\_\_\_

**Budget Amendment** 2022-101-07R **approved by Commission on** \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**BA 101-09R SENIOR CTR**

**| BUDGET AMENDMENT  
2022-101-09R**

Request is hereby made to amend **Fund 101 County General** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-34635	Reserved Funds - Senior Center	\$ 2,281	
101-56300-338	Senior Center: Vehicle Repairs & Maintenance		\$ 2,281
<b>TOTAL</b>		<b>\$ 2,281</b>	<b>\$ 2,281</b>

**Purpose: Reserve Transfer:** Senior Center Reserves Balance \$52,957

Request for fund transfer to:

- Van 1: Repair A/C \$1,181
- Van 2: Insurance Deductible for broken window \$500
- Van 2: Lettering \$600

<b>Budget Amendment Total</b>	<b>\$ 2,281</b>	<b>\$ 2,281</b>
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As recommended by the Budget & Finance Committee \_\_\_\_\_

Motion to approve: \_\_\_\_\_

**Voice Vote** Absent \_\_\_\_\_

Second: \_\_\_\_\_

**Budget Amendment** 2022-101-09R approved by Commission on \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK

HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**BA 101-10R SHERIFF EQUIP**

**| BUDGET AMENDMENT  
2022-101-10R**

Request is hereby made to amend **Fund 101 County General** budget as follows:

		<u>DEBIT:</u>	<u>CREDIT:</u>
101-34690	Reserved Funds - TN CAMs Funding	\$ 24,357	
101-54110-716	Sheriff: Law Enforcement Equipment		\$ 24,357
<b>TOTAL</b>		<b>\$ 24,357</b>	<b>\$ 24,357</b>

**Purpose: Reserve Transfer:** TNCAMs current balance \$90,060  
Sheriff is requesting the purchase of firearms, holsters, holders, and tac lights

<b>Budget Amendment Total</b>	<b>\$ 24,357</b>	<b>\$ 24,357</b>
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As recommended by the Budget & Finance Committee \_\_\_\_\_

Motion to approve: \_\_\_\_\_

**Voice Vote** *Absent* \_\_\_\_\_

Second: \_\_\_\_\_

**Budget Amendment** 2022-101-10R **approved by Commission on** \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK



HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**BA 141-02C SALARY ADJ**

**| BUDGET AMENDMENT**

**2022-141-2C**

Request is hereby made to amend **Fund 141 General Purpose School** budget as follows:

(2)

		<u>DEBIT:</u>	<u>CREDIT:</u>
71200	Special Education Program		
116	Teachers	3,200.00	
201	Social Security	125.00	
204	State Retirement	250.00	
212	Employer Medicare	25.00	
72410	Office of the Principal		
139	Assistant Principals	6,335.00	
201	Social Security	100.00	
212	Employer Medicare	50.00	
34655-Budget	Committed for Education	69,464.00	
71100	Regular Instruction Program		
116	Teachers		24,054.00
201	Social Security		355.00
204	State Retirement		2,400.00
212	Employer Medicare		300.00
71150	Alternative Instruction Program		
116	Teachers		700.00
201	Social Security		40.00
204	State Retirement		70.00
212	Employer Medicare		10.00
71200	Special Education Program		
171	Speech Pathologist		350.00
71300	Vocational Education Program		
116	Teachers		1,710.00
201	Social Security		85.00
204	State Retirement		150.00
72130	Other Student Support		
123	Guidance Personnel		805.00
201	Social Security		35.00
204	State Retirement		75.00
72210	Regular Instruction Program		
105	Supervisors		825.00
129	Librarians		13,279.00
201	Social Security		770.00
204	State Retirement		1,300.00
212	Employer Medicare		180.00
72220	Special Education Program		
105	Supervisor		525.00
201	Social Security		10.00
204	State Retirement		55.00
72320	Director of Schools		
101	County Official/Administrative Officer		950.00



HARTSVILLE/TROUSDALE COUNTY GOVERNMENT

**BA 141-03FB uTRUST DONATION**

**| BUDGET AMENDMENT**

**2022-141-3FB**

Request is hereby made to amend **Fund 141 General Purpose School** budget as follows: (3)

		<u>DEBIT:</u>	<u>CREDIT:</u>
39000	Unassigned Fund Balance	2,326.50	
72410	Office of the Principal		
499-uTrust	Teachers		2,326.50
<b>TOTAL</b>		<b>\$ 2,326.50</b>	<b>2,326.50</b>

**Purpose:** Office of the Principal - necessary to get uTrust donation funds (\$2,326.50) that rolled over into fund balance back to student incentives expenditures.

<b>Budget Amendment Total</b>	<b>\$ 2,326.50</b>	<b>2,326.50</b>
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As recommended by the Board of Education August 19, 2021  
commended by the Budget & Finance Committee \_\_\_\_\_

Motion to approve: \_\_\_\_\_

**Roll Call**

Second: \_\_\_\_\_ Yes \_\_\_ No \_\_\_ Absent \_\_\_

**Budget Amendment** 2022-141-3FB **approved by Commission on** \_\_\_\_\_

**APPROVED:**

**ATTEST:**

\_\_\_\_\_  
DWIGHT JEWELL  
COMMISSION CHAIRMAN

\_\_\_\_\_  
RITA CROWDER  
COUNTY CLERK

## Hartsville/Trousdale County Commission Committee Attendance Record

NAME: \_\_\_\_\_

**Month of:        SEPTEMBER 2021**

Committee Name			Initials
Codes & Zoning Enf	8/26/2021	44	
Communications	8/26/2021	44	
Steering	9/7/2021	44	
Emergency Services	9/7/2021	44	
Building	9/9/2021	44	
Personnel #1	9/14/2021	44	
Budget	9/20/2021	44	
Personnel #2	9/21/2021	44	
Insurance	9/23/2021	44	
Parks & Recreation	9/23/2021	44	
<i>All other Advisory boards, committees, and commissions (Planning Commission, BZA, etc) are separate from this listing.</i>			
Work Session	9/20/2021	82	
Commission	9/27/2021	108	

Amount Due \$

\_\_\_\_\_ checks will be available on 10/8/2021

\_\_\_\_\_  
Commissioner Signature

\_\_\_\_\_  
Date

*\*Commissioners are paid only for the attendance of committees of which they are appointed. You may attend other committee meetings at your leisure. Sheets will be checked with the minutes.*

HARTSVILLE/TROUSDALE COUNTY COMMISSION  
COMMITTEE SURVEY

Name \_\_\_\_\_ District \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Zip Code \_\_\_\_\_  
Phone 1 \_\_\_\_\_ Phone 2 \_\_\_\_\_  
Email \_\_\_\_\_

**Select 4 Committees that you would like to be considered in being appointed to for the upcoming year.  
Rank your selections 1-4; 1 being top priority.  
State your reasoning on why you would like to be considered.**

<u>Rank</u>	<u>Committee</u>	<u>Reason</u>
<input type="checkbox"/>	Steering	_____
<input type="checkbox"/>	Audit	_____
<input type="checkbox"/>	Budget, Purchasing & Finance	_____
<input type="checkbox"/>	Codes & Zoning Enforcement	_____
<input type="checkbox"/>	Communications	_____
<input type="checkbox"/>	County Buildings	_____
<input type="checkbox"/>	Economic Development	_____
<input type="checkbox"/>	Education	_____
<input type="checkbox"/>	Emergency Services	_____
<input type="checkbox"/>	Insurance	_____
<input type="checkbox"/>	Law Enforcement	_____
<input type="checkbox"/>	Parks & Recreation	_____
<input type="checkbox"/>	Personnel	_____
<input type="checkbox"/>	Prison Relations	_____
<input type="checkbox"/>	Solid Waste / Landfill	_____
<input type="checkbox"/>	Other: _____	_____
<input type="checkbox"/>	No Changes to current appointment(s)	

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Requested by Commission Chair, Dwight Jewell**



**Please return this form with your attendance sheet to  
Amy Thomas [amy.thomas@trousdalecountytn.gov](mailto:amy.thomas@trousdalecountytn.gov) | Admin Bldg, Room 8 | September 27 meeting**