

## FRANCHISE AGREEMENT

By this FRANCHISE AGREEMENT by and between VOLUNTEER WIRELESS, LLC. d/b/a BLTV ("Franchisee") and the City of Crossville ("City"), the Franchisee agrees to accept and abide by the terms and conditions of that certain Ordinance adopted on the \_\_\_\_\_ of \_\_\_\_\_, 2024, attached hereto and incorporated herein as Exhibit "A", whereby City did grant to Franchisee a franchise renewal for the period of ten (10) years to operate a cable television system in Crossville, Tennessee.

This \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
R.J. Crawford, Mayor  
City of Crossville, TN

ACCEPTED BY:

VOLUNTEER WIRELESS, LLC. d/b/a BLTV

By: \_\_\_\_\_  
Greg Smartt, President

**VOLUNTEER WIRELESS, LLC.**  
**d/b/a BLTV**  
**FRANCHISE AGREEMENT**

WHEREAS, Volunteer Wireless, LLC. d/b/a BLTV has requested a franchise renewal to own and operate a cable television system in the City of Crossville, Tennessee; and

WHEREAS, the Cable Television Act of 1977 enacted by the Tennessee Legislature, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, enacted by the Congress of the United States provide that each operator of a cable television system must have a franchise issued in order to provide cable television service within a jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Crossville, Tennessee, adopt the following ordinance:

**Section 1**

**DEFINITIONS**

For the purpose of this Ordinance, the following terms, phrases, words, and their derivations shall have the meanings given herein, unless the context clearly indicates that another meaning is intended. The word "shall" is always mandatory, and not merely directory:

- A. **City.** "City" shall mean the City of Crossville.
- B. **State.** "State" shall mean the State of Tennessee.
- C. **City Executive.** "City Executive" shall mean the existing or succeeding Chief Executive Officer or Mayor of Crossville, or his/her designee.
- D. **Council.** "Council" shall mean the City Council of Crossville, Tennessee.
- E. **City Clerk.** "City Clerk" shall mean the existing or succeeding City Clerk of Crossville, Tennessee.

F. **Franchise.** "Franchise" shall mean the permission, license or authorization given hereunder to construct, operate and maintain a Cable Television System in the City.

G. **Franchisee.** "Franchisee" shall mean Volunteer Wireless, LLC. d/b/a BLTV or any successors, transferees or assignees of such Franchisee.

H. **Cable Act.** "Cable Act" shall mean the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996.

I. **Federal Communications Commission; FCC.** "Federal Communications Commission" or "FCC" shall mean that administrative agency of the Federal government responsible for cable television regulation on a national level, or its lawful successor.

J. **Cable Television System.** "Cable Television System" means (i) a system of coaxial cables, fiber optic cables, or other electrical conductors and equipment used or to be used primarily to receive or transmit video programming, radio signals, or other programming, originated directly or indirectly or taken off the air, from a broadcast tower, towers, or satellite, and to transmit them to the subscribers for a fee and (ii) subscriber interaction, if any, which is required for the selection of such video programming or other programming service. "Cable System" shall not include telephone service, internet access services, or any type of satellite television or internet services.

K. **NEC.** "NEC" shall mean the National Electric Code.

L. **NESC.** "NESC" shall mean the National Electric Safety Code.

M. **Application.** "Application" shall include all written communications, in whatever form, made by the Franchisee to the City concerning the construction, rendition of services, maintenance, or any other matter pertaining to the Cable Television System contemplated herein.

N. **Person.** "Person" shall mean any person, firm, partnership, association, corporation, Franchisee or organization of any kind.

O. **Subscriber.** "Subscriber" shall mean a purchaser of any service delivered over the system to an individual dwelling unit or of service to be utilized in connection with a business, trade or profession.

P. **Ordinance.** "Ordinance" as used herein shall include this Ordinance and as the same from time to time may be amended.

Q. **Gross Annual Revenues.** "Gross Annual Revenues" shall mean all compensation derived directly and indirectly by the Franchisee, or its subsidiaries, from or in connection with the operation of the Cable Television System pursuant to this Resolution, including, but not limited to, gross annual basic cable service receipts, gross annual premium channels receipts, all other cable television service receipts, gross annual advertising receipts, home shopping receipts, installation and reconnection fees, and converter and other equipment rentals, and expanded basic service tiers, pay-per-view, equipment sales, late fees, and compensation derived from programmers for the launch of new services, provided, however, that this shall not include any taxes on services furnished by the Franchisee herein, imposed directly upon subscriber or user by the State, City or other governmental entity and collected by the Franchisee on behalf of said governmental unit. Amounts deemed to be uncollectible and charged to the uncollectible reserve shall not be considered in the calculation of the franchise fee.

R. **Street.** "Street" shall mean the surface of and the space above and between any public street, road, highway, freeway, lane, path, public way or place, alley, court, sidewalk, boulevard, parkway, drive or other easement now or hereafter held by the City for the purpose of public travel and shall include such other easements or rights-of-way as shall be now held or hereafter held by the City which shall, within their proper use and meaning, entitle the City

and its Franchisee to the use thereof for the purpose of installing or transmitting Cable Television System transmission over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to a Cable Television System.

S.     **Franchise Area.** "Franchise Area" is the present territorial limits of the city of Crossville, Tennessee, and for any area henceforth added thereto during the term of this Franchise.

## **Section 2**

### **FRANCHISE AGREEMENT**

There is hereby granted to Volunteer Wireless, LLC. d/b/a BLTV, by the City of Crossville, and the City Executive is hereby authorized to execute a contract providing for, the right, privilege and Franchise to construct, operate, maintain and upgrade a Cable Television System within the franchise area as herein defined, for a period of ten (10) years from the effective date of the contract with the City based on this Ordinance, subject to the conditions and restrictions as hereinafter provided. Said contract may be renewed by the City for subsequent additional ten (10) year periods if such renewal is made in writing and in compliance with applicable state and federal laws.

## **Section 3.**

### **AUTHORITY NOT EXCLUSIVE**

A.     The right to use and occupy said franchise area is defined in Section 1 herein for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said franchise area to any person or entity at any time during the period of this Franchise, in accordance with Title 7, Chapter 59, Part 201 of the Tennessee Code Annotated and other applicable federal and state law and guidelines.

B. If any other person enters into a substantially similar franchise agreement with the City that includes terms or provisions that are more favorable to that person than the terms hereof or are in addition to the terms hereof, those terms or provisions shall be added, at the option of the Franchisee, to this franchise, and the City shall be bound and obligated thereby as if such term(s) and/or provisions were set forth and fully included herein.

#### **Section 4**

#### **GRANT TO USE STREETS**

A. The City grants to Franchisee, its successors and assigns, the right to construct, erect, operate and maintain, in, upon, along, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the City, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a cable system for the interception, retransmission, sale, and distribution of television signals, radio, data, or other electronic signals, as may be deemed appropriate by Franchisee, upon the limitations, terms and condition contained in this Ordinance, as the same may be from time to time amended, and such right and franchise shall be ten (10) years in duration, subject only to such limitations as are now or as hereinafter may be provided by law.

B. The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the City has previously granted and hereby reserves the right to grant a similar use of said streets, alleys, public ways, and places to any person at any time during the period of this franchise.

C. In consideration of the rights granted, the City has the right to fasten, suspend, and maintain on the poles of the Franchisee, its successors and assigns, all wire the City requires for fire alarm and police purposes.

## **Section 5**

### **CONDITIONS OF STREET OCCUPANCY**

A. All poles, lines, guys, cables, conduit, wires, or other appurtenances and appendages thereto used by the Franchisee under, along, over or across any streets, avenues, roads, alleys, bridges and other public ways of the City shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable conveniences of property owners who adjoin any of the said streets, alleys or other public ways and places.

B. In case of any disturbance by the Franchisee of pavement, sidewalk, driveway or other surfacing, the Franchisee shall, at its own cost and expense and in a manner approved by the Administrator or Superintendent of Roads, replace and restore all paving, sidewalk, driveway or surface of any street or alleys disturbed, in as good condition as before said work was commenced, and shall maintain the restoration in an approved condition for a period of one (1) year, except for damages due to actions of others subsequent to the restoration. However, should Franchisee fail to do so after thirty (30) calendar days' notice in writing to said Franchisee by the City Executive or his designate of said City, the City may repair and replace such portions of the sidewalk or street or other public places that may have been disturbed by said Franchisee and the cost of the same plus a sum equal to fifteen percent (15%) of said cost to defray administration and engineering costs shall be paid by the Franchisee to the City.

C. Whenever any person obtains permission from the City to move any building or structure, Franchisee shall, upon five (5) days written notice, raise or remove wires or conductors to permit the free passage of the building. If Franchisee refuses to comply with the notice, the Road Superintendent, shall, upon proof of notice, raise the wires or conductors at Franchisee's expense.

D. In the event that at any time during the period of this franchise the City shall lawfully elect to alter or change the grade of any street, alley, or other public way, the Franchisee, upon reasonable notice by the City, shall make any necessary removals relaying and relocations of its lines and all appurtenances and appendages thereto at its own expense.

E. The Franchisee shall not place cable and poles or any appurtenances and appendages thereto where the same will interfere with any fire hydrant, water main or sanitary sewer lines. All such poles, lines, cable, guys, wires, conduits or other fixtures placed in any street, when feasible, shall be placed at the outer edge of the right-of-way and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

## **Section 6**

### **COMPLIANCE WITH APPLICABLE LAW AND RESOLUTIONS**

A. The Franchisee shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the City, and to such reasonable regulations as the City has or shall hereinafter by resolution or ordinance provide.

B. Franchisee shall be subject to lawful regulations heretofore or hereafter adopted by the Federal Communications Commission and should it now be or hereafter become subject to the jurisdiction of any other commission then also to the lawful rules and regulations adopted by such commission and also to the lawful rules and regulations adopted by any similar federal commission or state regulatory body having jurisdiction. If the Franchisee shall fail to comply with any material federal and/or state statute, rules, regulations, orders or conditions lawfully vested under federal law in any federal regulatory body and/or rules, regulations, orders and conditions lawfully vested in the City, the City shall have the right to terminate or cancel any franchise granted hereunder after written notice to the Franchisee to correct such failure or



default and such failure and defaults shall continue for a period of time specified in such notice, not less than ninety (90) days.

## **Section 7**

### **GENERAL INDEMNIFICATION AND LIABILITY INSURANCE**

A. It is expressly understood and agreed by and between the Franchisee and the City that the Franchisee shall hold the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim, or demand whatsoever, resulting from negligence on the part of the Franchisee in the construction, operation, or maintenance of its Cable Television System and/or video programming services in the City. The City shall notify the Franchisee's representative in the City within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Franchisee.

B. Franchisee hereby agrees annually to furnish to the City evidence of insurance necessary to protect the City. The amounts of such insurance to be carried for Commercial General Liability shall be a minimum of \$1,000,000 per occurrence Combined Single Liability (C.S.L.), and \$2,000,000 General Aggregate. Auto Liability shall be a minimum of \$1,000,000 per occurrence (C.S.L) and Umbrella Liability of \$1,000,000 per occurrence (C.S.L).

## **Section 8**

### **APPROVAL OF TRANSFER**

The Franchisee shall not sell or transfer its plant or system covered by this franchise to another, nor transfer any rights under this franchise to another without the approval of the City Council, and approval will not be unreasonably withheld. Provided, that no sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the City Recorder an instrument, duly executed, reciting the fact of such sale, assignment or lease, accepting the terms of the franchise and agreeing to perform all the conditions thereof.

## **Section 9**

### **SYSTEM CAPACITY**

A. The system shall be capable of continuous twenty-four (24) hour daily operation without severe material degradation of signal except during extremely inclement weather or immediately following storms that adversely affect utility services or damage major system components.

B. The system shall use equipment generally used in high quality, reliable, modern systems of similar design, including but not limited to backup power supplies capable of providing power for a reasonable period of time. The obligation to provide backup power supplies requires the Franchisee to install equipment that will (1) cut in automatically on failure of commercial utility AC power, (2) revert automatically to commercial standby power when it is restored, and (3) prevent the standard power source from powering a "dead" utility line. In addition, the design and construction of the system shall include appropriate equipment that will permit and is capable of passing through the signals received at the headend without substantial alteration or deterioration.

C. All system connectors, external waterproofing, system expansion loops, drops and grounding shall be in compliance with the applicable NEC and NESC codes. Any variations in place from construction under the prior franchise shall be corrected during routine maintenance and replacement.

## **Section 10**

### **CUSTOMER SERVICE AND SIGNAL QUALIFY REQUIREMENTS**

The Franchisee shall:

(a) Comply with the technical standards provided by the Federal Communications Commission at 47 C.F.R. 76.601 through 76.609, as from time to time amended.

(b) Limit failures which leave five or more subscribers with no cable service to a minimum by locating and correcting such malfunctions properly and promptly, but in no event longer than twenty-four (24) hours after notice unless prevented by an act of God.

(c) In the case of any outage from any cause in which one or more customers are completely without cable service for 24 hours or more, the Franchisee shall calculate a pro rata reduction in the charge for cable service, to be itemized and included in the next regular bill to the customer(s) involved.

(d) Comply with the Customer Service and Consumer Protection Standards at 47 C.F.R. 76.309, as from time to time amended by the Federal Communications Commission.

## **Section 11**

### **SERVICE EXTENSION**

The Cable Television System as contemplated herein shall be installed and maintained in accordance with the accepted industry standards and will meet all applicable technical standards of the Federal Communications Commission. The Cable Television System will be provided in all areas of the Franchise Area having a density of 30 occupied dwelling units per cable mile within 36 months of approval of franchise. The number of miles will be calculated starting at the closest point of the activated cable system where the extension must be connected and will continue until reaching within 300 feet of the dwelling unit.

## **Section 12**

### **FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES**

Copies of all petitions, applications, registrations and responses to complaints submitted by the Franchisee to the Federal Communications Commission shall also be submitted to the City if requested. The City shall take all precautions to keep this information proprietary and confidential.

### **Section 13**

#### **PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS CHANNELS AND EMERGENCY BROADCAST SERVICES REQUIRED**

The Franchisee shall reserve time on a minimum of one channel for public, educational and governmental (PEG) access use. With prior approval of the City, such channel(s) may be used by the Franchisee for other purposes when not required by PEG users. The Franchisee shall make available to PEG users, subject to advance scheduling and during the Franchisee's normal business hours, any studio facilities or equipment it may have at no charge.

### **Section 14**

#### **BROADCAST SERVICES**

The Franchisee shall provide, but without charge and subject to the rules and regulations of the Federal Communications Commission, public emergency broadcast capabilities whereby the City can interrupt service on all channels in order to make such public emergency communications as it deems necessary.

### **Section 15**

#### **RIGHTS IN FRANCHISE**

A. The right is hereby reserved to the City to adopt, in addition to the provisions herein contained and existing applicable resolutions and/or ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by resolution or ordinance or otherwise, shall be reasonable, and not in conflict with the rights herein granted, and shall not be in conflict with the laws of the State of Tennessee.

B. The City shall have the right to supervise all construction and installation work performed subject to the provisions of this Ordinance and to make such inspections as it shall find necessary to ensure compliance with governing ordinances.

## **Section 16 PERMITS**

The Franchisee shall be responsible for all building and construction permit fees and amounts for assessments for special benefits, such as sidewalks, street paving, and similar improvements.

## **Section 17 AVAILABILITY OF BOOKS AND RECORDS**

The Franchisee shall fully cooperate in making available at reasonable times, and the City shall have the right to inspect at the Franchisee's office, upon reasonable notice and where reasonably necessary for the enforcement of the Franchise, any mutually agreed upon documents of the Franchisee that either support or reflect Gross Annual Revenues as set out in Section 1(Q) herein and applicable to the Cable Television System, at any time during normal business hours.

## **Section 18 FRANCHISE FEE**

In consideration of the terms of this franchise, and in conformity with 47 U.S.C. 542, Franchisee agrees to pay the City a sum of money equal to five percent (5%) of Franchisee's gross annual receipts per year. Such sum shall be payable quarterly, no later than the 20<sup>th</sup> of the month following the end of the quarter. This payment shall be in addition to any other tax or payment owed to the City by Franchisee, including ad valorem or business taxes.

## **Section 19 SURRENDER RIGHT**

Franchisee may surrender this franchise at any time upon filing with the City Executive a written notice of its intention to do so at least six (6) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges and all of the obligations, duties, and liabilities of the Franchisee in connection with this franchise shall terminate. Further, should the Franchisee and/or its successors and assigns discontinue the

business for which this franchise is granted, all poles, wires, cables and other devices shall be removed without expense to the City within ninety (90) days after demand for such removal is made by the City.

## **Section 20 NOTICES TO FRANCHISEE**

At any time, the City Executive, Council, or resident of the City brings an issue regarding this Ordinance, agreements or applications thereunder, or the activities of any Franchisee to a meeting or work session of the City Council, the City Administrative Officer will notify Franchisee. Such notification shall take place at least ten (10) days prior to the meeting or work session.

## **Section 21 SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State court or administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

## **Section 22 FULL FORCE AND EFFECT**

This Ordinance shall be in full force and effect from and after its final passage and the publication of this Ordinance and/or its caption, the welfare of the public requiring it, and its acceptance by the Franchisee shall be implied from the continued provision of the services described herein after the enactment of this Ordinance.

**Section 23**  
**ACCEPTANCE**

This Ordinance and its terms and provisions shall be accepted by Franchisee by a written Franchise Agreement executed and acknowledged by Franchisee and filed with the City Clerk.

All ordinances or parts of ordinances in conflict herewith are hereby repealed. On adoption by the City Executive and the City Council, this Ordinance shall be permanently recorded by the clerk as part of the official minutes of the City Council, and shall have the full force and effect of all ordinances therein recorded.

SO ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
R.J. Crawford, Mayor  
City of Crossville, TN

SO APPROVED, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.