

CITY OF GEORGETOWN, KENTUCKY

ORDINANCE NO. 15-003

AN ORDINANCE PROVIDING FOR GRANT OF A NON-EXCLUSIVE CABLE
TELEVISION SERVICE FRANCHISE.

SUMMARY

Establishes terms and conditions for application for the grant of a non-exclusive franchise for the placement of facilities for the provision of cable television service within the confines of the City of Georgetown for a period not to exceed nine (9) years, said franchise providing for: compliance with applicable laws and regulations, full financial and shareholder disclosure for new franchises only, indemnification by the franchise grantee and adequate insurance coverage and two performance bonds; establishes, in the event Kentucky law is changed to authorize a local franchise fee, a franchise fee equal to five percent (5%) of Grantee's Gross Revenue; establishes requirements for completing construction, providing data, testing the system and meeting minimum operational standards, penalties for violations of this ordinance, conditions of road occupancy, use of poles and construction standards, minimum requirements for extending the system, access to communications facilities, public, educational and government access channel(s), emergency alert override, antenna switches, stand-by power, testing and analyzing the system and proof of performance, consumer services standards, billing practices, complaint procedures, refunds to subscribers for failure of service; requires approval for a transfer of control; establishes standards and procedures for forfeiture of the franchise, valuation of the system and foreclosure and receivership provisions; reserves government rights in the franchise; requires assurances of nondiscrimination and equal opportunity in employment and protections of subscriber privacy; provides for governance by state law, severability of provisions, and an effective date upon passage and publication.

The full text of Ordinance 15-003 is available for examination in the City Clerk's Office, 100 North Court Street, Georgetown, Kentucky 40324 or at www.georgetownky.gov.

INTRODUCED AND PUBLICLY READ FORST TIME: April 13, 2015

PUBLICLY READ SECOND TIME AND PASSED: April 27, 2015

APPROVED: Tom Prather
Tom Prather, Mayor

ATTEST: Tracie Hoffman
Tracie Hoffman, City Clerk

I, Andrew S. Hartley, hereby certify I am an Attorney licensed to practice law in the Commonwealth of Kentucky. My office is located at 100 North Court Street, Georgetown, Kentucky 40324. I further certify the foregoing Summary of Ordinance 15-003 of the City of Georgetown, Kentucky, was prepared in accordance with the requirements of KRS 83A.060(9), and is a true and accurate summary of the contents of said Ordinance.

Andrew S. Hartley
Andrew S. Hartley

CITY OF GEORGETOWN, KENTUCKY

ORDINANCE NO. 15-003

Sponsor Polly Singer Eardley

AN ORDINANCE PROVIDING FOR GRANT OF A NON-EXCLUSIVE CABLE
TELEVISION SERVICE FRANCHISE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF GEORGETOWN,
KENTUCKY, AS FOLLOWS:

That this Ordinance be and hereby is adopted as the "Cable Television Ordinance"
for the City of Georgetown, KY:

TABLE OF CONTENTS

1. DEFINITIONS
2. FINANCIAL, CONTRACTUAL, SHAREHOLDER AND SYSTEM DISCLOSURE
3. APPLICATIONS FOR NEW FRANCHISES
4. GRANT OF NON-EXCLUSIVE AUTHORITY
5. DURATION AND ACCEPTANCE OF FRANCHISE
6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES
7. LIABILITY AND INSURANCE
8. PERFORMANCE BOND
9. PAYMENT TO THE GOVERNMENT
10. VIOLATIONS
11. CONDITIONS OF ROAD OCCUPANCY
12. ERECTION, REMOVAL AND COMMON USES OF POLES
13. CONSTRUCTION STANDARDS AND SPECIFICATIONS
14. LINE EXTENSIONS
15. ACCESS TO COMMUNICATIONS FACILITIES
16. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS
17. EMERGENCY ALERT OVERRIDE
18. ANTENNAS AND ANTENNA SWITCHES
19. STANDBY POWER
20. PROOF OF PERFORMANCE - TESTING
21. PROOF OF PERFORMANCE RECORDS
22. PERFORMANCE EVALUATION SESSIONS

23. OPERATIONAL STANDARDS
24. CONSUMER SERVICE STANDARDS
25. COMPLAINT PROCEDURE
26. REFUNDS TO SUBSCRIBERS AND USERS
27. DISCONNECTION
28. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED: BILLING
PRACTICES
29. TRANSFER OF CONTROL
30. FORFEITURE OF FRANCHISE
31. FORECLOSURE
32. RECEIVERSHIP
33. GOVERNMENT RIGHTS IN FRANCHISE
34. REPORTS AND FILINGS
35. FRANCHISE RENEWAL
36. RIGHTS OF INDIVIDUALS
37. TWO-WAY CAPABILITY
38. RATES, MINIMUM TIMING OF REQUESTS AND CITY COMMISSION
DETERMINATION OF AUTHORITY
39. RATE CHANGE PROCEDURES
40. GOVERNMENT'S RIGHT OF INTERVENTION
41. FURTHER AGREEMENT AND WAIVER BY GRANTEE
42. TIME IS OF THE ESSENCE
43. LAW GOVERNS

44. SEVERABILITY

45. NOTICES

46. EFFECTIVE DATE

47. CONFIDENTIALITY

48. REPEAL OF INCONSISTENT ORDINANCES

Section 1. DEFINITIONS

(a) "Applicant" means a person or party which is applying for a new franchise. Grantees submitting proposals for franchise renewals shall not be considered Applicants.

(b) "Basic Cable Service" means any service tier which includes the retransmission of local television broadcast signals and PEG access channels.

(c) "Cable Service" or "Cable Television Service" means the transmission to Subscribers of (i) video programming, or (ii) other programming service; and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(d) "Cable System" or "Cable Television System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves subscribers without using any public right-of-way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Federal Communications Act, 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 interaction on-demand services; (4) an open video system that complies with Section 653 of the Federal Communications Act, 47 U.S.C. § 573; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

(e) "Commencing operation" or "commence operating" means that time and date, as certified by the Grantee and approved by the Government, when the operation of the Cable Television System is considered to have commenced, which is when sufficient distribution facilities have been installed so as to permit the delivery of Cable Television Service to at least 25% of the households within the initial service area.

(f) "City" or "Government" means the City of Georgetown.

(g) "Converter" means an electronic device which converts signals to a frequency within the television receiver of a subscriber, and by an appropriate channel selector also permits a subscriber to view signals delivered at designated dial locations.

(h) "Communications Act" means the Communications Act of 1934, as amended from time to time (47 U.S.C. § 151 et seq.).

(i) "Distribution Plant" means those portions of the Cable System consisting of trunk lines, fiber-optic lines, or any other primary transport facilities to Subscriber premises, and includes only feeder lines with active electronics and coaxial lines running from the demarcation point, as defined by 47 C.F.R. § 76.5 (mm), to the Cable System's feeder lines.

(j) "Equipment and apparatus" means any manholes, underground conduits, poles, cables, boxes, wires, fixtures, conductors, or other facilities necessary, essential, used or useful to and operated by the Cable Television System.

(k) "FCC" means the Federal Communications Commission, or its lawful successor.

(l) "Franchise fee" means for the purposes of this Ordinance the fee imposed on Grantee by Section 9 of this Ordinance. . Use of this definition in this Ordinance is without

prejudice to any rights Grantee or Government may have under the Communications Act as it may be amended.

(m) "Government" or "City of Georgetown" or "Grantor" means (unless otherwise specified) the City of Georgetown, a municipal corporation created pursuant to the Kentucky Revised Statutes, as it now exists in its present territorial limits, or may hereafter be extended, and its elected and appointed officials, employees, agents, boards, assigns, and successors in interest.

(n) "Grantee" is defined as a party to which a franchise under this Ordinance granted by the City of Georgetown, its successors and assigns.

(o) "Gross Revenues" means any and all revenue, as determined in accordance with generally accepted accounting principles ("GAAP") received by the Grantee including Grantee's affiliates, from the operation of the Grantee's Cable System to provide Cable Services. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Basic Cable Service; any expanded Tiers of Cable Service; optional premium Cable Services, installation, disconnection, reconnection and change-in-service fees; Leased Access Channel fees; remote control rental fees; late fees and administrative fee to the extent revenue; revenues from rentals of Converters or other Cable System equipment; advertising revenues (less agency fees); the fair market value of consideration received by the Grantee for use of the Cable System to provide Cable Service and accounted for as revenue under GAAP; revenues from on-screen program guides; additional outlet fees; franchise fees; revenue from the sale or carriage of other Cable Services; and revenue attributable to the Cable System from carriage of home shopping Channels and other revenue-sharing arrangements.

Gross Revenues shall include revenue received by any entity other than Grantee where necessary to prevent evasion or avoidance of the obligations under this Franchise to pay the franchise fees. Gross Revenues shall not include (i) to the extent consistent with GAAP, bad debt; provided, however, that all or part of any such Bad Debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; (ii) any PEG Capital contribution; (iii) any taxes on Cable Services furnished by the Grantee which are imposed directly on any Subscriber or user by the State, City or other governmental unit and which are collected by the Grantee on behalf of said governmental unit, including but not limited to, the FCC User Fee, but the franchise fee is not such a tax; (iv) any credits or refunds given to Subscribers; or (v) deposits (for equipment or bad credit), as long as those monies are not considered revenue under GAAP.

(p) "Headend" means the control center of a cable television system, where incoming signals are amplified, converted, processed, and combined into a common cable, along with any origination cable-casting, for transmission to Subscribers.

(q) "Regional Office" means a conveniently located office located where Subscribers can make payments, return equipment, submit complaints or request installations.

(q) "Monitoring" means observing a communications signal, or the absence of a signal, where the observer is neither the Subscriber nor the programmer, whether the signal is observed by visual or electronic means, for any purpose whatsoever.

(r) "Normal Business Hours" means 8:00 A.M. to 5:00 P.M. Monday through Friday excluding holidays.

(s) "Normal Operating Conditions" means those service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, utility company maintenance on poles, vehicular accidents which involve utility equipment, severing of Cable Television System distribution plant by third parties, strikes or other labor action and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases (other than other "external costs" as defined by FCC rules) regular peak or seasonal demand periods, and scheduled maintenance or upgrade of the Cable System.

(t) "Person" or "Party" is any person, firm, partnership, association, corporation, company, or organization of any kind.

(u) "Road" shall mean the surface of and the space above and below any public road, street, highway, freeway, lane, path, public way or place, sidewalk, alley, court, boulevard, parkway, drive or easement now or hereafter held by the Government for the purpose of public travel and shall include other easements or rights-of-way as shall be now held or hereafter held by the Government which shall, within their proper use and meaning entitle the Government and its Grantee to the use thereof for the purposes of installing or transmitting Cable Television System transmissions 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.

(v) "Service Interruption" means the total loss of picture and sound on all channels in a Cable Television Service programming tier. The term "Service Interruption" shall not include (i) the interruption of any Cable Service provided over the Cable System by the supplier of such Cable Service; (ii) a failure of any equipment at the Subscribers' premises that is not installed or otherwise furnished by the Grantee; or (iii) any act or omission of the Subscriber that causes the Service Interruption.

(w) "Shall" is mandatory, not merely directive.

(x) "Subscriber" means a person who is legally receiving Cable Service.

Section 2. FINANCIAL, CONTRACTUAL, SHAREHOLDER AND SYSTEM DISCLOSURE

(a) No initial franchise will be granted unless all requirements of this Ordinance, unless specifically excepted in this Ordinance, and applicable federal law regarding financial, legal and technical qualifications have been met.

(b) Applicants, including shareholders and parties with a controlling interest in the Applicant, shall provide upon request access to all agreements and understandings, with any person, firm, group, association or corporation with respect to the ownership of this franchise and the proposed Cable Television System. This section shall include, but not be limited to, any agreements between local Applicants and national companies with respect to the ownership of this franchise.

(c) Applicants, including shareholders and parties with a controlling interest in the Applicant, shall submit all requested information as provided by the terms of this Ordinance. The requested information must be complete and certified as true by the Applicant.

(d) Applicants, including parties with a controlling interest in the Applicant, shall provide access to the numbers of shares of stock, and the holders thereof.

(e) Applicants, including parties with a controlling interest in the Applicant, shall disclose upon request, any information required by the application documents regarding other cable systems in which they hold an interest of any nature, including, but not limited to the following:

(1) locations of all other franchises and the dates of award for each location;

(2) estimated construction costs and estimated completion dates for each system where construction is incomplete as of the date of application;

Section 3. APPLICATIONS FOR NEW FRANCHISES.

The provisions of this Section 3 shall not apply to renewal applications.

(a) All applications received by the Government from the Applicants will become sole property of the Government.

(b) The Government reserves the right to reject any and all applications and waive informalities, and/or technicalities where the best interest of the Government may be served.

(c) All questions regarding the meaning or intent of the Ordinance or application documents shall be submitted to the Government in writing. Replies will be issued by mailed or delivered to all parties recorded by the Government as having received the application documents. The Government reserves the right to make extensions of time for receiving applications as it deems necessary. Questions received less than fourteen (14) days prior to the date for the opening of applications will not be answered. Only replies to written questions will be binding.

(d) Applications must be submitted at the time and place indicated in the application documents. Applications may be modified at any time prior to the opening of the applications, provided that any modifications must be duly executed in the manner that the Applicant's application must be executed.

(e) Before submitting its application, each Applicant must (i) examine the Ordinance and the application documents thoroughly, (ii) familiarize itself with local conditions that may in any manner affect performance under the franchise, (iii) familiarize itself with federal, state and local laws, Ordinances, rules and regulations affecting performance under the franchise, and (iv) carefully correlate its observations with the requirements of the Ordinance and the application documents.

(f) The Government may make such investigations as it deems necessary to determine the ability of the Applicant to perform under the franchise, and the Applicant shall furnish to the Government all such information and data for this purpose as the Government may request. The Government reserves the right to reject any application if the evidence submitted by, or investigation of, such Applicant fails to satisfy the Government that such Applicant is properly qualified to carry out the obligations of the franchise and to complete the work contemplated therein. Conditional applications will not be accepted.

(g) The Applicant shall prepare a technical report that describes details of the Cable System construction plans. The technical report shall include the following details and be submitted and approved by the Government before construction:

A. Justification of the site selected, including:

-- listing of television and FM radio stations carried on the Cable System

- location of microwave terminals or headend
- location of local origination centers
- location of antenna site
- distance from antenna site to farthest area served by the Cable System
- height of tower
- height of antenna site in relation to average terrain
- accessibility of antenna site all year round
- local construction restrictions on tower
- power availability for antenna site
- location of antenna arrays on the tower
- direction of desired signal sources
- analysis of potential sources of interference in the nearby environment.

B. Cable System information, including:

- statement of adherence to construction standards
- as-built drawings of the Cable System
- description of local origination equipment
- identification of trunk and feeder cables

Section 4. GRANT OF NON-EXCLUSIVE AUTHORITY

(a) Any franchise granted pursuant to this Ordinance shall confer to the Grantee the right and privilege to construct, erect, operate, and maintain in, upon, along, across, above, over, and under the roads now laid out or dedicated and all extensions thereof, and additions thereto within the territorial limits of the City of Georgetown poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary

for the maintenance and operation within the territorial limits of the City of Georgetown Cable Television System.

(b) The right to use and occupy said roads for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said roads to any party at any time during the period of the franchise.

(c) The Franchise granted herein is non-exclusive. The Government specifically reserves the right to grant, at any time, one or more additional franchises for a Cable System in accordance with State and federal law.

(d) If any other provider of Cable Services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired at a time of Grantee's choosing, but in no event any sooner than thirty (30) days or later than thirty-six (36) months after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate or obtain a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

(e) The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 14. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 47 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

(f) Nothing in this Ordinance shall (i) abrogate the right of the Government to perform any public works or public improvements of any description; (ii) be construed as a waiver of any codes or Ordinances of the Government or of the Government's right to require Grantee or any person utilizing the Cable System to secure the appropriate permits

or authorizations for such use, or (iii) be construed as a waiver or release of the rights of the Government in and to the rights-of-way.

Section 5. DURATION AND ACCEPTANCE OF FRANCHISE

(a) The franchise and the rights, privileges and authority hereby granted to Grantee shall take effect and be in force from and after final passage thereof, as provided by law, and shall continue in force and effect for a term not to exceed nine (9) years, provided that within sixty (60) days after the date of the passage of the franchise, the Grantee shall file with the Clerk, its unconditional acceptance of the franchise and promise to comply with and abide by all its provisions, terms and conditions subject to applicable state and federal law. Such acceptance and promise shall be in writing duly executed and sworn to by, or on behalf of the Grantee.

Section 6. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

(a) The Grantee shall, at all times during the life of the franchise, be subject to all lawful exercise of the police power by the Government and to such regulation as the Government shall hereafter deem appropriate; provided, however, that (1) such regulation does not materially impair or abrogate any of Grantee's contractual rights or impose additional burdens on Grantee, unless the FCC or federal law specifically authorizes those additional burdens or obligations and (2) such regulation shall conform to applicable federal and state law, including without limitation the rules of the FCC.

(b) If federal or state regulations alter the required services, fees, costs, conditions or standards upon which the Cable System is to operate, this Ordinance and the franchise granted hereunder shall be subject to such law or regulations consistent with the modified laws or regulations.

(c) The Mayor may designate the appropriate Departments, Divisions, Offices, Boards or Commissions to act on behalf of the Government to carry out the duties, responsibilities or functions of the Government in the regulation of the franchise and the enforcement of this Ordinance.

Section 7. LIABILITY AND INSURANCE

(a) General

The Grantee understands and agrees that the Liability and Insurance provisions of the franchise define the responsibilities of the Grantee to the Government.

As used in these Liability and Insurance provisions, the term "Government" is defined as follows:

"Government" means the City of Georgetown and its elected and appointed officials, employees, agents, boards, consultants, assigns, volunteers and successors in interest.

(b) Indemnity

Grantee agrees to indemnify, hold harmless, and defend the Government from any and all losses or claims of whatever kind to the extent that they arise from or are alleged to have arisen, directly or indirectly, from the execution, performance or breach of this franchise by Grantee, its employees, agents, servants, owners, principals, contractors and subcontractors. The Government shall give Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the Government shall tender the defense thereof to Grantee and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Government shall cooperate fully herein.

If Government determines in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent Government. This indemnity agreement shall in no way be limited by any financial responsibility, insurance, or loss control requirements below.

For purposes of this Indemnity provision:

(1) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims, at Grantee's expense. Unless an insurance carrier assumes defense of a claim on behalf of both the Grantee and the Government and advises the Government that it assumes such defense and of the identity of the attorney selected, Grantee shall consult with the Government regarding the choice of attorneys in the event the Government is specifically named as a defendant.

(2) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from governmental agencies and other causes of action of whatever kind.

(3) The word "losses" includes, but is not limited to: attorneys' fees and expenses; costs of litigation; court or administrative agency costs; judgments; fines; penalties; interest, all environmental cleanup and redemption costs of whatever kind; and any liability arising from death, injury or damage of any kind to any person, including employees and agents of Grantee, its servants, owners, principals, contractors and subcontractors or the Government, and damage to or destruction of any property, including the property of the Government.

(c) Insurance Requirements

Grantee shall maintain, throughout the term of the Franchise, with a carrier with a rating classification of no less than "A-" as defined by the most recent Best's Key Rating Guide, a general liability insurance policy supplemented by an umbrella (excess) liability insurance policy insuring Grantee and fulfilling the indemnification outlined below and providing in the minimum insurance amounts of:

- (i) One Million Dollars (\$1,000,000) for bodily injury or death to any one (1) Person;
- (ii) Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one accident;
- (iii) Three Million Dollars (\$3,000,000.00) Umbrella policy with normal and ordinary exclusions.

Grantee shall furnish to the Government a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall list as additional insured the City, its elected and appointed officials, employees, agents, boards, assigns and successors in interest. Such insurance policy shall also provide that the Government should be notified by certified mail, return receipt requested thirty (30) days prior to any expiration or cancellation. Grantee shall maintain, throughout the term of its franchise, Workers Compensation insurance as required by applicable state law.

Such general liability insurance must include coverage for all of the following: comprehensive form, premises-operations, explosion and collapse hazard, underground hazard, product/completed operations hazard, contractual insurance, property damage, broad form property damage, and personal injury. Additionally, such insurance shall contain:

(2) Comprehensive Automobile Liability Insurance insuring Grantee for owned, non-owned, or rented vehicles in the minimum amount of

A. \$1,000,000.00 for bodily injury and consequent death per occurrence;

B. \$1,000,000.00 for bodily injury and consequent death to any one person; and

C. \$500,000.00 for property damage per occurrence.

(3) The Grantee shall abide by all local, state, and federal insurance regulations.

(d) Upon request, Grantee shall provide to the Government documentation which demonstrates its compliance with the requirements of subsection (c) above.

(e) Safety and Loss Control

Grantee shall adhere to and comply with all Federal, State and Local safety and environmental laws, regulations and Ordinances. The Grantee shall provide all safeguards, safety devices and protective equipment, necessary to protect the life, health, safety and property of all persons on the job site, the public and the owner as required by applicable Federal, State and local law.

By acceptance of a franchise hereunder, Grantee agrees that the requirements of Section 7(c) are a material provision within the meaning of Section 32(a)(1) of this Ordinance.

Section 8. PERFORMANCE BOND

(a) Within ninety (90) days after the grant and acceptance of this franchise, the Grantee shall arrange for, and shall maintain throughout the term of this franchise, a

performance bond for the protection of the Government, with a corporate surety and trust company acceptable to the Government. The performance bond shall be in a face amount of ten thousand dollars (\$10,000.00). The performance bond shall be used to ensure that the operation of the Cable System continues in an orderly and uninterrupted manner in the event of a default by the Grantee, and to indemnify the Government from any loss or damage to any Governmental property arising out of the construction, operation, or maintenance of the Cable System by the Grantee.

(b) The performance bond shall be maintained at ten thousand dollars (\$10,000.00) during the entire term of this franchise, even if amounts are withdrawn pursuant to this Section.

(c) If the Grantee fails to pay to the Government (1) any compensation due pursuant to this franchise; (2) any taxes due to the Government and unpaid; or (3) any damages, costs or expenses which the Government is compelled to pay by reason of any act or default by the Grantee in connection with this franchise, the Government may, after affording Grantee all due process procedures pursuant to Section 10(b), immediately request payment of the amount thereof from the performance bond. Upon such request for payment, the Government shall notify the Grantee of the amount and date thereof.

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

(e) The performance bond shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be canceled or not renewed by the surety nor the intention to cancel

or not to renew be stated by the surety until sixty (60) days after written notice to the Government of surety's intention to cancel or not to renew."

(f) If the Grantee fails to pay the Government any penalties assessed pursuant to Section 10 of this Ordinance, the Government may immediately request payment from the performance bond.

Section 9. PAYMENT TO THE GOVERNMENT

(a) The Grantee shall make payments at the times and in conformance with the requirements of Kentucky Revised Statutes Chapter 136 sections 136.600 – 136.660 ("Excise Tax") and said payments shall be in lieu of any franchise fees paid to the Government. If at any time Kentucky law is changed to allow the collection of franchise fees by the Government, the fee shall be in an amount equal to five percent (5%) of Grantee's Gross Revenue. In such case the Franchise Fee shall be payable as follows:

(i) The payment of the Franchise Fee shall be in addition to any other tax or payment owed to the Government by Grantee, subject to applicable law.

(ii) The Franchise Fee shall be payable quarterly to the Government and the Grantee shall file a complete and accurate report, signed by and certified as accurate by a financial representative of the Grantee, of all Gross Revenues received within the territorial limits of the City during the previous three (3) month period, and said payment shall be made to the Government no later than forty-five (45) days after the expiration of the quarter when due. The Gross Revenue report from operations of the Grantee within the franchise area shall be prepared by a qualified financial representative in accordance with the Generally Acceptable Accounting Principles

and shall include: a quarterly schedule of Gross Revenue by category; and a schedule of Gross Revenue upon which the Franchise Fee is based.

(iii) Upon thirty (30) days written notice, the Government shall have the right during Normal Business Hours to inspect the records relating to Gross Revenues at the Grantee's Regional Office or at a mutually agreed upon location, and the right to audit and to re-compute any amounts determined to be payable under this Ordinance; provided, however, that such audit shall take place within twelve (12) months following the close of each of the Grantee's fiscal years. If, as a result of such inspection, the Government determines that Grantee has underpaid its fees in any twelve (12) month period by five percent (5%) or more, then, in addition to making full payment of the relevant obligation, Grantee shall reimburse the Government for all of the verifiable, out of pocket costs associated with the audit or review, including costs for attorneys and accountants. Any additional undisputed amount due to the Government as a result of an audit or review shall be paid within the thirty (30) days following written notice to the Grantee by the Government, which notice shall include a copy of the audit report and copies of all invoices for which the Government seeks reimbursement.

(iv) In the event that any franchise payment or recomputed amount is not made on or before the applicable dates heretofore specified, interest shall accrue from such date at the rate of prime plus one percent per annum, for the period of delinquency.

(b) The Government reserves the right to require the Grantee to collect any consumer or other tax or other fee that may be imposed by the Government, the Commonwealth of Kentucky, or the federal government on Cable Services. The

Government acknowledges that such items may be reflected as separate line items on Subscribers' bills.

(c) No acceptance of any payment by the Government under Section 9 of this Ordinance shall be construed as an accord and satisfaction that the amount paid is in fact the release of any claim that the Government may have for further or additional sums payable under this Ordinance.

Section 10. VIOLATIONS

(a) For violation of any of the following provisions of this Ordinance, the penalties may be recoverable from the Grantee as follows:

(1) For failure to complete construction and installation of the Cable System, complete line extensions, or provide Cable Service in accordance with this Ordinance, unless the City Commission specifically approves the delay, Grantee shall forfeit two hundred fifty dollars (\$250.00) per day or part thereof that the violation continues.

(2) For failure to comply with any other provisions of this Ordinance not addressed by subsection 10(a)(1), Grantee shall forfeit one hundred dollars (\$100.00) per day or part thereof that the violation continues.

(b) Before the Government may assess any penalties under this section or take any enforcement action, the Government shall give the Grantee written notice and an opportunity to be heard in accordance with the following procedure:

(1) The Government shall notify the Grantee, in writing, of an alleged failure to comply with the provisions of this Ordinance or the franchise granted

hereunder as set forth in this Section 10(a), which notice shall specify the alleged failure.

(2) The Grantee shall, within thirty (30) days after receipt of the notice or such longer period as the Government may specify in such notice, either cure the alleged failure or, in a written response to the City Commission, either present facts and arguments in refutation or excuse of such alleged failure or state that the alleged failure will be cured and set forth the method and time schedule for accomplishing such cure.

(3) The City shall determine (i) whether a failure to comply with a provision of the franchise has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been or will be cured by the Grantee.

(4) If the City determines that a failure to comply with a provision of the franchise has occurred and that such failure is not excusable and has not been or will not be cured by the Grantee in accordance with a schedule satisfactory to the City of Georgetown, the City shall hold a public hearing to determine whether the penalties specified in this section shall be imposed on the Grantee. The City shall provide thirty (30) days written notice of the public hearing to the Grantee. During the public hearing, Grantee shall have the right to call and to cross-examine witnesses and to present evidence. If, based on the evidence presented during the public hearing, the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule satisfactory to the City or that the failure is excusable, such determination shall conclude the investigation.

(5) Following the public hearing and a majority vote of the City finding that a failure to comply with a provision of the franchise has occurred and that such failure is not excusable and has not been or will not be cured by the Grantee in accordance with a schedule satisfactory to the Government, the City may take such steps to enforce this Ordinance (or any franchise granted hereunder) as may be permitted under local, state or federal law. Such decision shall be served on the Grantee and shall be subject to judicial review as provided by law.

(6) Any other provision of this franchise notwithstanding, the Grantee shall not be held liable for a delay in the performance of, or a failure to perform, in whole or in part, its obligations pursuant to this Ordinance or any franchise granted hereunder due to strike or other labor action, war or act of war (regardless of whether an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, equipment malfunction, sabotage or other events, where the Grantee has exercised all due care in the prevention thereof and to the extent that such causes or other events are beyond the Grantees' control.

(b) The Grantee shall replenish the performance bond within thirty (30) days after a final decision is rendered by a court of competent jurisdiction which affirms or upholds the action taken by the City pursuant to this section.

(c) Grantee shall not be excused from complying with any of the terms and conditions of this Ordinance by any failure of the Government, upon any one or more occasions, to insist upon the Grantee's performance or to seek Grantee's compliance with

any one or more of such terms or conditions. Payment of penalties shall not excuse non-performance under this Ordinance.

Section 11. CONDITIONS OF ROAD OCCUPANCY

(a) (1) The Grantee acquiring this franchise shall have the right and privilege of constructing, erecting, operating and maintaining a Cable Television System and related communications system, equipment and apparatus, upon, through, along, under and over the roads within the territorial limits of the City; subject to the provisions hereof and to all powers (including police power) inherent in, conferred upon or reserved to said government.

(b) (1) No pavements, sidewalks, curbs, gutters, or other such road installations shall be disturbed and no excavation in any of the said roads will be made, except with the written permission of the Government through generally applicable requirements for any entity working within the public rights-of-way and all equipment and apparatus shall be located in such portion of said roads as may be reasonably designated by the Government.

(b) (2) When an emergency arises which requires immediate repair, the Grantee may disturb or excavate a road without first obtaining written permission from the Government, provided that the Government is notified of said repair within five (5) days. This notification shall include at least the time, date, location and extent of excavation or other work performed.

(b) (3) When the Grantee enters upon any road for the purpose of constructing, erecting, operating, maintaining and/or removing equipment and apparatus, it shall perform the work, at its own cost and expense, with due diligence and shall dig and close up all trenches and exposed places as rapidly as possible, and shall leave the roads in the same

condition as when it entered the same for said purpose or purposes. All such repairs shall be maintained by the company for one (1) year in as good condition as the remainder of said road. In the event the Grantee fails, refuses or neglects to comply with the above provisions, the Government shall have the right, notwithstanding any other provision of this Ordinance, after thirty (30) days notice in writing having first been given to the Grantee, or any officer or agent representing it, to do said work or make said repairs, and the cost and expense thereof shall be paid to the Government by the Grantee within thirty (30) days from the date on which an itemized bill is presented to the Grantee.

(b) (4) In the construction or reconstruction or maintenance or removal of any of said equipment and apparatus, the Grantee shall have due regard for the rights of the Government and others, and shall not interfere with, or in any way injure the property of the Government or others, under, on, or above the ground. Said Grantee shall comply with all the laws of the Commonwealth of Kentucky and Ordinances of the Government as to placing lights, barricades, flags, danger signals or warning signs and shall be liable for any and all damage that may arise by reason of its failure or neglect to comply with such Ordinances and laws. Work by the Grantee hereunder shall be done in a workmanlike manner and so as not to unnecessarily interfere with public use of any of said roads.

(c) (1) Whenever the Government or any of its departments, agencies and/or agents, servants or employees shall grade, regrade, construct, reconstruct, widen or alter any road or shall construct, reconstruct, repair, maintain or alter any other municipal public works (including but not limited to storm sewers, sanitary sewers and street lights) therein, it shall be the duty of the Grantee, after receiving notice by the Government, to change, remove, relay and relocate its equipment and apparatus, poles, wires, cables, conduits and other

fixtures, in the road at Grantee's own expense so as to conform to the established grade or line of such road and so as not to interfere with such municipal public works so constructed, reconstructed or altered.

(c) (2) The Grantee shall be given access to road plans and specifications in the possession of the Government.

(d) The Grantee shall, at the request of any person holding a moving permit issued by the Government, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than ten (10) days notice to arrange for such temporary wire changes.

(e) The Grantee shall have the authority to trim trees upon and overhanging public roads so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee. Any trimming, removal or other disturbance of trees shall conform to all generally applicable Ordinances, requirements and directives of the Government.

(f) In all areas within the territorial limits of the City, where the cables, wires, and other like facilities of all public utilities are placed underground, the Grantee shall place its cables, wires, or other like facilities underground, provided that such facilities are actually capable of receiving Grantee's cable and other equipment without technical degradation of signal quality. If all public utilities shall be located underground after the Grantee has previously installed its system, the Grantee shall at the same time or immediately thereafter remove and relocate its facilities underground to the extent that such removal and relocation is economically feasible and provided that such facilities are actually capable of

receiving Grantee's cable and other equipment without technical degradation of signal quality.

(g) In the event that any telephone or electric utilities are reimbursed by the Government or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

(h) In addition to the provisions contained in this section, Grantee shall comply with all applicable local Ordinances regulating road occupancy by those who place and maintain facilities in the rights-of-way.

Section 12. ERECTION, REMOVAL AND COMMON USES OF POLES

(a) Grantee shall not erect or authorize or permit others on its behalf to erect any poles except when absolutely necessary to service Subscribers. Poles may not be erected by the Grantee when other poles are available on reasonable terms and conditions. Terms and condition which comply with applicable State and/or Federal regulations shall be deemed reasonable. No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the Government with regard to need, location, height, type, and any other pertinent aspect. However, no location of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Government determines that the public health, welfare and/or safety would be enhanced thereby.

(b) Where poles or other wire-holding structures already existing for use in serving the Government are available for use by the Grantee on reasonable terms and conditions, but it does not make arrangements for such use, the Government may require the Grantee

to use such poles and structures for reasonable and proper consideration consistent with applicable law or place its facilities underground if it determines that the public health, welfare and/or safety would be enhanced thereby and if such use would not unduly interfere with Grantee's operations.

(c) Where the Government desires to make use of the poles or other wire-holding structures of the Grantee, but agreement thereof with the Grantee cannot be reached, the City may require the Grantee to permit such use for consideration consistent with applicable law, if the City determines that the use would enhance the public health, welfare and/or safety.

(d) Grantee shall permit the Government, at market rates, to utilize Grantee pole space and conduit duct and/or raceway space when and for as long as such space is vacant and/or available at the time of the request for space by the Government. This space may be used for police and fire alarm systems, traffic control and traffic signal interconnection systems, and municipal data processing interconnection systems and for other non-commercial municipal purposes.

Section 13. CONSTRUCTION STANDARDS AND SPECIFICATIONS

(a) The Cable System shall be designed, spaced and constructed to at least a 750 MHz design. Within thirty (30) days of a written request thereof, Grantee shall furnish to the Government a non-proprietary map indicating where Grantee's facilities are located within the public rights of way.

(b) The Cable System shall have a capacity of carrying outbound from the central distribution point at least one hundred (100) channels of television to all Subscribers located within the confines of the City.

(c) The Grantee shall at the time of construction comply with the latest published version of the following codes and standards to the extent that such codes and standards are consistent with local law: (i) National Electrical Safety Code (published by National Bureau of Standards); (ii) National Electrical Code (published by National Bureau of Fire Underwriters); (iii) Standards of Good Engineering Practices for Cable Measurements on Cable Television Systems (published by National Cable Television Association); (iv) standards of the Occupational Safety and Health Administration and (v) Standards for Steel Antenna Towers and Antenna Supporting Structures (published by Engineering Department of the Electronic Industry Associations). To the extent that such codes and standards are inconsistent with other provisions of this franchise the latter will govern.

(d) Installation and physical dimensions of any tower constructed for use in the Cable Television System shall comply with all appropriate Federal Aviation Agency regulations.

(e) Any antenna structure in the Cable Television System shall comply with applicable law.

(f) The Grantee shall at all times use ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(g) The Grantee shall construct and operate the Cable System and related facilities in accordance with all generally accepted related industry codes and standards that are applicable.

(h) The Grantee shall use engineering practices and equipment consistent with industry standards and practices generally employed in similar circumstances to maximize

off-air signal reception, to eliminate power line interference, ghost cancellation and co-channel interference. At all times, the Grantee shall take prompt and diligent action to resolve problems with off-air signal reception.

Section 14. LINE EXTENSIONS

(a) Within six (6) months of the execution of this Agreement, Grantee shall, at its own cost, extend its Distribution Plant and make Cable Television Service available to every then-existing dwelling unit in any unserved area having a residential density of at least twenty (20) homes per street mile, as measured from the nearest access point of the Grantee's then current Distribution Plant in the City.

(b) In all new residential developments located in unserved areas of the City, whenever the recorded plat indicates that development will meet the same density standard set forth in subsection "a" above, Grantee shall extend and make Cable Television Service available to every dwelling unit simultaneously with the installation of utility lines, provided that Grantee receives timely notice and a reasonable opportunity from the utility provider to attach to its poles or enter its conduits at reasonable and nondiscriminatory rates, terms and conditions. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Receipt of such notice is a precondition for fulfillment of Grantee's obligations in this section. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring Cable Service to the

development shall be borne by the developer or property owner, except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

(c) After the six (6) month period described in subsection (a) of this section, and except as provided in subsection (b) of this section, Grantee shall, at its own cost, extend its Distribution Plant, upon the request of a person that wishes to receive Cable Television Service, within four (4) months of the potential subscriber's request, weather permitting, provided the potential customer lives in an unserved area with a residential density of at least twenty (20) homes per street mile as measured from the nearest access point of the Grantee's then current Distribution Plant in the City.

(d) For purposes of this section, the term "unserved area" shall mean any residential area of the City where service from Grantee or another facilities-based provider of Cable Television Service is not available. The person seeking Cable Service shall only be required to pay installation charges for the extension from the Distribution Plant to the home (commonly referred to as the "drop line") in excess of 150 aerial feet, which charge shall not exceed the actual costs incurred by the Grantee for the distance in excess of one hundred and fifty (150) aerial feet.

(e) For purposes of this section, the homes per street mile measurement shall exclude the distance of the drop line necessary to serve the individual Subscriber premises, except that, where such distance from the Distribution Plant to the home exceeds one

hundred and fifty (150) aerial feet, the distance beyond one hundred and fifty (150) aerial feet shall be included in the calculation.

(f) This section is subject to Grantee receiving an opportunity from the existing utility provider to attach to its poles or enter its conduits at reasonable and nondiscriminatory rates, terms and conditions.

(g) Actual Cable Television Service received shall be subject to all other standard terms and conditions for Cable Television Service.

(h) Any violation of this section shall be considered a breach of the terms of the Franchise for which the provisions of Section 10 shall apply and may be enforced to the extent permitted and as determined by the Council.

Section 15. ACCESS TO COMMUNICATIONS FACILITIES

(a) The Grantee shall make available TDD (or equivalent) equipment or means that will allow such Subscribers to contact the Grantee for any reason relating to the Cable System.

Section 16. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS

(a) Grantee shall provide channels for non-commercial public, educational and governmental ("PEG") programming as follows:

(1) Upon the effective date of this Franchise; two (2) such channels, a Regional PEG Channel, as further described below, and a public access channel for the residents of the City.

(b) Grantee shall provide one Regional PEG Channel (as noted in subsection A.(1) above) on its Cable System in the City that is capable of transmitting the video and

audio of the PEG Programming created by the Kentucky Regional Cable Commission (“KRCC”), its designated entity dedicated to administering the Regional PEG Channel or the Government, for so long as the City is a member of the KRCC. This Regional PEG Channel may be placed on any tier of service at the Grantee’s discretion.

(c) All management of the Regional PEG Channel is the sole responsibility of the KRCC, the KRCC’s designee or the Government, as determined by the KRCC and the Government. The KRCC, its designee or the City must adopt rules or regulations to govern the operation of the Regional PEG Channel.

(d) The Government acknowledges that all equipment for production of content for the Regional PEG Channel shall be the responsibility of the KRCC, its designee and the Government. Grantee shall not pass through any of the costs of the transmission equipment or other equipment required to cablecast Government’s content over the Grantee’s Cable System on the Regional PEG Channel as a line item on Subscribers’ bills or as an external cost under 47 C.F.R. 76.922.

(e) The Regional PEG Channel is a single channel made available by the Grantee and shared by the members of the KRCC, including but not limited to the Government, for the purpose of cablecasting non-commercial programming by Regional PEG Channel residents, Regional PEG Channel municipal administrations and/or Regional PEG Channel educational institutions. For purposes of this agreement the term “Regional” shall constitute Persons from within the KRCC Member communities. Grantee agrees that it will comply with federal law regarding the exercise of editorial control over the PEG access programming undertaken by the KRCC, its designee or the Government pursuant to this Franchise. The City agrees that neither the KRCC, its

designee nor any member of the City, including but not limited to the Government, will hold Grantee responsible for the content of any Regional PEG Channel programming. The City further agrees that neither KRCC, its designee or the Government will use the Regional PEG Channel or the City's public access channel to provide commercial or revenue-generating services. However, the Regional PEG Channel may be used for charity auctions.

(f) If any unused time (Fallow Time) exists on the Regional PEG Channel or the City's public access channel and the Grantee desires to distribute any service over such channel(s) during the Fallow Time, then the Grantee shall notify the Government in writing. Fallow Time shall not include time used for character-generated programming or duplicated programming. In the event that Grantee or its affiliate is using Fallow Time on a PEG channel pursuant to this section, the Grantee or its affiliate shall relinquish its use promptly, but in no event later than sixty (60) days following the Government's written notification that it intends to providing programming over the channel or during such times as Grantee is providing a service over the channel.

(g) The City agrees to indemnify, save and hold harmless the Grantee from and against any and all liability resulting from the use of the Regional PEG Channel and the City's public access channel by the KRCC, its designee, or the Government.

Section 17. EMERGENCY ALERT OVERRIDE AND CHANNEL

(a) The Grantee shall comply with applicable Federal and Kentucky law and regulations regarding the Emergency Alert system and, to the extent consistent therewith, shall incorporate into its Cable Television System the capability which will permit the

Government, in times of emergency, to override, by remote access, the audio of all channels simultaneously.

(b) The availability of this service is provided for the benefit of the community and neither the Government nor the Grantee nor any of their agents, employees, or officers shall be liable in any manner for failure to use or for misuse of the override system.

Section 18. ANTENNAS AND ANTENNA SWITCHES

(a) The Grantee shall not, as a condition to providing Cable Television Service, require any Subscriber, or potential subscriber, to remove any existing antenna for the receipt of over-the-air television signals.

Section 19. STANDBY POWER

The Grantee shall install and maintain equipment capable of providing standby power for the headend for a minimum of two (2) hours.

Section 20. PROOF OF PERFORMANCE - TESTING

(a) Tests and measurements to ensure compliance with technical standards shall be performed in a manner that is consistent with the provisions of 47 C.F.R. 76.609, et seq., to the extent applicable and as amended from time to time.

(b) (1) The Government shall have the right and authority to obtain from the Grantee copies of the reports of testing performed to comply with Section 21(a) above with respect to the performance of the Cable Television System of the Grantee. Or, subject to (b)(2) below to direct the Grantee, upon good cause being shown, to test, analyze and report on the performance of the Cable System. Such test or tests shall be made, and the reports of such test or tests shall be delivered to the Government no later than thirty (30) days after

the Government formally notifies the Grantee in writing that such tests or reports are required.

(b) (2) The Government's right under this provision shall include, but not be limited to, requiring tests, analyses, and reports covering specific subjects and characteristics based on said complaints or other evidence when and under such circumstances as the Government has reasonable grounds to believe that the complaints or other evidence require that tests be performed to protect the public against substandard Cable Service; provided, however, that the Government's right under this provision shall be exercised by a request in writing explaining the basis for such tests and shall be limited to requiring no more than one (1) such test, analysis, or report in any twelve (12) month period.

(b) (3) Government may require that said tests and analyses be supervised by a qualified person, not on the permanent staff of the Grantee and selected by the Government, with all costs to be borne by the Grantee only if the testing indicates that the Cable Television System is not in compliance with this Ordinance, the Communications Act and/or FCC rules and/or regulations. The aforesaid person shall sign all records of special tests and forward to the Government such records with a report interpreting the results of the tests and recommending actions to be taken by the Government.

Section 21. PROOF OF PERFORMANCE RECORDS

The results of the most recent tests and measurements required to be taken by the Grantee in Section 21 of this Ordinance shall be delivered to the Government annually on or before June 1 of each year upon request. If requested, said records shall be produced within 30 days of receipt of a written request from the Government.

Section 22. PERFORMANCE EVALUATION SESSIONS

(a) The Government may hold performance evaluation sessions no more than every three years, after providing written notice to Grantee no less than thirty (30) days prior to such evaluation sessions. All such evaluation sessions shall be open to the public.

(b) All evaluation sessions shall be open to the public and announced in a newspaper of general circulation in accordance with legal notice. The publication expense shall be borne by the party requesting the session or divided equally if the session is held by mutual agreement.

(c) Topics which may be discussed at any scheduled or special evaluation session may include, but are not limited to: application of new technologies; channel selection; Cable System performance customer complaints; privacy; amendments to this Ordinance; and judicial and FCC rulings.

Section 23. OPERATIONAL STANDARDS

(a) The Grantee shall put, keep, and maintain all parts of the Cable System in good condition throughout the entire franchise period.

(b) Upon the request for Cable Service by any person located within the City, the company shall, furnish the requested Cable Service to such person within terms of the line extension policy in Section 14 of this Ordinance.

(c) The Grantee shall render efficient Cable Service, make repairs promptly, and interrupt Cable Service only for good cause and for the shortest time possible. Whenever it is necessary to shut off or interrupt Cable Service, Grantee shall do so at such times as will cause the least amount of inconvenience to its customers and, unless such interruptions are unforeseen and immediate Grantee shall give reasonable notice thereof to its customers.

(d) Grantee shall not allow its cable or other operations to interfere with television reception of persons not served by Grantee, nor shall the Cable System unreasonably interfere with, obstruct or hinder in any manner, the operation of the various utilities serving the residents within the confines of the City.

(e) The Grantee shall continue, through the term of the franchise, to maintain the technical standards and quality of Cable Service set forth in this Ordinance.

(f) Within thirty (30) days after the initial grant of a franchise hereunder, the Grantee shall, upon request, submit to the Government a schedule of the video and audio programming that is proposed to be offered on the Cable System and the channel assignment for each. Thereafter, Grantee may not substitute or delete any programming or change or reposition any channels without first affording the Government at least thirty (30) days notice unless such subtraction or deletion is compelled by controlling legal authority or by order of a court or the Federal Communications Commission.

Section 24. CONSUMER SERVICE STANDARDS

(a) A Grantee shall comply with the customer service standards of the FCC as those standards may from time to time be amended.

(b) Office Hours and Telephone Availability.

(1) Knowledgeable, qualified, company representatives shall be available to respond to customer telephone inquiries Monday through Saturday during normal business hours. Telephone inquiries after normal business hours, if not answered by company representatives, shall be answered by automated equipment. Additionally, based on community needs, Grantee shall staff telephones for supplemental hours on weekdays and/or weekends.

(2) Under normal operating conditions, telephone answer time by a customer service representative, including wait time, and the time required to transfer the call, shall not exceed thirty (30) seconds. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These

standards shall be met no less than ninety percent of the time under normal operating conditions measured on an annual basis.

(3) Under normal operating conditions, the customer shall receive a busy signal less than three percent (3%) of the total time that the Grantee's office is open for business.

(c) Grantee acknowledges that a convenient customer service experience is important to the Grantee, and the City and its residents. Grantee currently has and shall continue to maintain a local office in the City for a minimum of three years. The office shall be adequately staffed to receive bill payments, exchange equipment and respond to customer inquiries. After July 1, 2018, Grantee may only close or relocate the office outside of the City, if it demonstrates the capability to conveniently serve its Subscribers' needs by:

- 1) Continuing to afford alternative customer service options, including at least one other opportunity for Subscribers to pay bills or exchange equipment without charge;
- 2) Providing a 24-hour, toll-free customer service telephone number with company personnel capable of handling complaints and inquiries 7-days per week.
- 3) Contracting with one or more third party agents in the City that are capable of receiving payments from Grantee's Subscribers.

Additionally, in no event shall Grantee close or relocate the current office without providing a minimum of 60-days prior written notice to the City and customers in the City. Such notice shall include information about the name and location of third party payment agents located in the City.

(d) Installations, Outages and Service Calls. Under normal operating conditions, each of the following four standards will be met no less than 95% of the time measured on an annual basis.

- (1) Standard installations shall be performed within seven business days after an

order has been placed. "Standard installations" are up to 150 feet from the existing distribution Plant. Subscriber service representatives shall appropriately identify themselves with Grantee-issued picture identification and, upon request, means of verification, before entering the property.

- (2) Excluding those situations beyond the control of the Grantee, the Grantee shall respond to Service Interruptions promptly and in no event later than 24 hours. Other service problems will be responded to within 36 hours during the normal work week.
- (3) Subscribers experiencing Cable Service outages for which Grantee or its equipment is responsible shall be credited with one day's Cable Service for each day during which the subscriber experiences an outage of four or more hours upon request.
- (4) The appointment window alternatives for installations, Cable Service calls, and other installation activities will be either a specific time or a maximum four-hour time block. Additionally, based on community needs, the Grantee shall schedule supplemental hours during which appointments can be set.
- (5) If at any time an installer or technician is running late, an attempt to contact the customer shall be made. The appointment may be rescheduled as necessary at a time which is convenient for the customer.
- (6) All Cable Service technicians and installers shall be appropriately trained.

(e) In the event of an inconsistency between FCC customer service standards and the terms of this Franchise, the Franchise shall control, unless such FCC standards are mandatory.

Section 25. COMPLAINT PROCEDURE

(a) Government Official Responsible. The Mayor is designated by the Government as having primary responsibility for the continuing administration of the franchise and implementation of complaint procedures.

(b) Complaint Response. The Grantee shall maintain a repair and maintenance crew capable of responding to Subscriber's Cable Service complaints within one business day after receipt of the complaint. Charges may be made, as permitted by applicable law, to the

Subscriber for this Cable Service if the service call is not a result of a Cable Television System malfunction.

(c) Subscriber Notice of Complaint Procedures. The Grantee shall establish procedures for receiving, acting upon, and resolving Subscriber technical, customer service, Cable Service and billing complaints. The Grantee shall furnish a notice of such procedures to each Subscriber at the time of initial Cable Service subscription.

(d) Upon request of the Government, Grantee shall submit a report, summarizing by subject, written complaints received with the prior year.

Section 26. REFUNDS TO SUBSCRIBERS AND USERS

(a) If the Grantee fails to provide Cable Service to a Subscriber, the Grantee shall, and after being afforded an opportunity to provide the Cable Service, refund all deposits or advance charges paid for the Cable Service in question by said Subscriber. This provision does not alter the Grantee's responsibility to Subscribers under any separate contractual agreements the Grantee might have with Subscribers or relieve the Grantee of liability or damage that might result to the Government or any Subscriber because the Grantee's failure to provide a Cable Service as promised.

(b) If any Subscriber terminates, for personal reasons, any monthly Cable Service prior to the end of a prepaid period, a pro-rata portion of any prepaid Subscriber service fee, using the number of days as a basis, shall be refunded to the Subscriber by the Grantee, in accordance with Section 25(c)(3).

Section 27. DISCONNECTION

(a) If a Subscriber has failed to pay properly due monthly fees or if a Subscriber disconnects for seasonal periods, the Grantee may require, in addition to full payment of any delinquent fees, a reasonable fee for reinstatement.

(b) No disconnection shall occur for at least thirty (30) days after the due date of said monthly fee or charge. The thirty (30) day period shall include ten (10) days written notice to the delinquent Subscriber of the intent to disconnect.

(c) After disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnection charge, the Grantee shall promptly reinstate the Subscriber's Cable Service.

Section 28. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED: BILLING PRACTICES

The Grantee shall not, as to rates, charges, service, services facilities, rules, regulations, or in any other respect, make or grant any illegal preference or advantage to any party, nor subject any party to any prejudice or disadvantage. Provided, however, that this section shall not prohibit bona fide promotional activities of the Grantee nor the provision of free service.

Section 29. TRANSFER OF CONTROL

(a) No transfer of control of the Cable System shall take place, whether by forced or voluntary sale, assignment, encumbrance or any other form of disposition, without prior notice to and approval by the City, whose consent shall not be unreasonably withheld. The notice shall include full identifying particulars of the proposed transaction, and the City shall act by resolution. The City shall have one hundred twenty (120) days within which to

approve or disapprove a transfer of control and if no action is taken within such one hundred twenty (120) days, approval shall be deemed to have been given unless the requesting party and the Government agree to an extension of time.

(b) Approval shall not be required in trust, mortgage or other hypothecation as a whole or in part to secure an indebtedness. Further, approval shall not be required for any corporate reorganization involving the Grantee and/or a franchise granted hereunder, including the transfer of such franchise to an entity controlling, controlled by or under the common control of the Grantee.

(c) In making a determination on whether to grant an application for a transfer of a franchise, the City may consider the financial, technical and legal qualifications of the transferee to operate the Cable System, whether the incumbent cable operator is in compliance with this Ordinance and, if not, the proposed transferee's commitment to cure such noncompliance and any other factors permitted by applicable law.

(d) The consent or approval of the City to any assignment or transfer of the Grantee shall not constitute a waiver or release of the rights of the Government in and to the roads.

Section 30. FORFEITURE OF FRANCHISE

(a) In addition to all other rights and powers pertaining to the Government by virtue of the franchise or otherwise, the Government, by and through its City, reserves the right to terminate and cancel the franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) Violates any material provision of the franchise, except where such violation is without fault or through excusable neglect;

(2) Attempts to evade any material provision of the franchise or practices any fraud or deceit upon the Government;

(3) Fails to begin or complete construction as provided under the franchise and the Grantee's proposal as incorporated herein,

(4) Knowingly makes a material misrepresentation of any application, proposal for renewal, or negotiation of the franchise; or

(5) Willfully abandons the Cable System, in whole or in part, without the prior written approval of the Government. For purposes of this Section 31, "abandonment" means the cessation, by the Grantee's act, of the provision of all Cable Services then being provided over the Cable System in the City for ninety-six (96) or more consecutive hours, except if due to an event beyond the Grantee's control as set forth in Sections 10(b)(6) and 31(b)(6) hereof.

(b) Forfeiture Procedure.

(1) The Government shall notify the Grantee in writing of an alleged failure to comply with the provisions of this Ordinance as outlined in Section 31(a), which notice shall specify the alleged failure with particularity.

(2) The Grantee shall, within thirty (30) days after receipt of the notice or such longer period as the Government may specify in such notice, either cure the alleged failure or, in a written response to the Government, either present facts and arguments in refutation or excuse of such alleged failure or state that the alleged failure will be cured and set forth the method and method and time schedule for accomplishing such cure.

(3) The City shall determine (i) whether a failure to comply with a material provision of the franchise has occurred; (ii) whether such failure is excusable; and (iii) whether such failure has been or will be cured by the Grantee.

(4) If the City determines that a failure to comply with a material provision of the franchise has occurred and that such failure is not excusable and has not been or will not be cured by the Grantee in accordance with a schedule satisfactory to the City, the City shall hold a public hearing to determine whether the franchise shall be terminated and forfeited or whether other penalties shall be imposed on the Grantee. The City shall provide at least thirty (30) days written notice of the public hearing to the Grantee. During the public hearing, Grantee shall have the right to call and to cross-examine witnesses and to present evidence. If the City determines that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a schedule satisfactory to the City or that the failure is excusable, such determination shall conclude the investigation.

(5) Following the public hearing and majority vote of the City finding that a failure to comply with a material provision of the franchise has occurred and that such failure is not excusable and has not been or will not be cured by the Grantee in accordance with a schedule satisfactory to the Government, the City may issue a written decision ordering termination and forfeiture of the franchise or imposing other penalties. Such decision shall be served on the Grantee and shall be subject to judicial review as provided by law.

(6) Any other provision of this Ordinance notwithstanding, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its

obligation pursuant to this Ordinance or any franchise granted hereunder due to strike or other labor action, war or act of war (regardless of whether an actual declaration of war is made), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, equipment malfunction, sabotage of other events, where the Grantee has exercised all due care in the prevention thereof and to the extent that such causes or other events are beyond the Grantee's control. Notwithstanding the other provisions in this subsection (6), Grantee shall be liable for equipment malfunctions due to its own negligence.

(c) In the event of said revocation the Grantee shall have ten (10) months from the date on which it ceases operations to remove, at its own expenses, all portions of its Cable Television System from all roads within the confines of the City, and shall restore said roads to a condition reasonably satisfactory to the Government within such period of time.

Section 31. FORECLOSURE

Upon the foreclosure or other judicial sale of all or a substantial part of the Cable System, the Grantee shall immediately notify the Government of such fact, and such notification shall be treated as a notification that a change in control of the Grantee has taken place, and the provisions of Section 30 of the Ordinance, governing the consent of the City to such change in control of the Grantee, shall apply.

Section 32. RECEIVERSHIP

The City shall have the right to cancel this franchise one hundred and twenty (120) days after the appointment of a receiver, or trustee, to take over and conduct the business of the Grantee, whether in receivership, reorganization, bankruptcy, or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

(1) Within one hundred and twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Ordinance and remedied all defaults thereunder; and,

(2) Such receiver or trustee, within said one hundred and twenty (120) days shall have executed an agreement, duly approved by the court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Ordinance and the franchise granted to the Grantee.

Section 33. GOVERNMENT RIGHTS IN FRANCHISE

(a) If a renewal of this franchise is denied or the franchise is revoked for cause pursuant to the appropriate provision of this Ordinance and the Government acquires ownership of the Cable System any such acquisition shall be in accordance with Section 627 of the Cable Act.

(b) If a renewal of this franchise is denied or the franchise is revoked for cause pursuant to the appropriate provisions of this Ordinance and the Government effects a transfer of ownership of the Cable System to another person any such transfer shall be in accordance with Section 627 of the Cable Act.

(c) It shall be the right of all Subscribers to receive all available Cable Services insofar as their financial and other obligations to the Grantee are honored. In the event that the Grantee elects to overbuild, rebuild, modify or sell the Cable System, or the City terminates this franchise, or the City elects to purchase the Cable System, the Grantee shall use its best effort to ensure that all Subscribers receive continuous, uninterrupted Cable Service.

(d) Upon twenty (21) days written notice specifying the material to be inspected, the Government shall have the right to inspect during Normal Business Hours the books, records, maps indicating Grantee's facilities located within the public rights-of-way, plans, revenues from the Cable System in the City, and other like materials of the Grantee maintained by Grantee for its four (4) most recent years of operation which are relevant to Grantee's compliance with this Franchise or applicable law.

(e) The Government shall have the right, during the life of the franchise, to install and maintain at market rates upon the poles of the Grantee any wire and pole fixtures necessary for a police and fire alarm system, on the conditions that such wire and pole fixtures do not interfere unreasonably with the cable television operations of the Grantee, and are installed and maintained in accordance with the National Safety Code, and that the Government pay all "make ready" charges associated therewith.

(f) Upon termination without right of renewal or cancellation of the franchise granted hereunder, as provided for herein, the Government shall have the right to require the Grantee to remove at its own expense all portions of the Cable Television System from all roads within the confines of the City. Said removal shall be completed within ten (10) months of termination or cancellation of the Grantee's franchise.

(g) In the event the Grantee fails to operate the Cable Television System for five consecutive days without prior approval of the Government, except for strikes, acts of God, or other circumstances beyond the control of the Grantee, the Government, its agent or contractor, shall have the right to operate the Cable Television System until such time that the Grantee again operates the Cable System or until a new operator is selected, in the event of revocation. If the Government is required to fulfill this obligation for the Grantee, the

Grantee shall reimburse the Government for all costs or damages that are the result of the Grantee's failure to perform.

Section 34. REPORTS AND FILINGS

(a) Copies of all petitions, applications, and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters affecting the Cable Television System authorized pursuant to the franchise, shall be submitted to the Government upon thirty (30) days written request.

(b) If requested by the Government in writing, Grantee shall make available to the Government the following current information for inspection at the Regional Office or at a mutually agreed upon location during Normal Business Hours:

- (1) construction information indicating: the number of homes passed and the number of cable plant miles constructed;
- (2) information indicating, where technologically possible and economically feasible, the number of calls received, number of calls abandoned, and number of calls receiving a busy signal;
- (3) installation information indicating: the number of standard installations performed; the number of standard installations performed within seven days; number of Service Interruptions responded to within 24 hours; number of other Cable Service problems reported; number of other Cable Service problems responded to within 36 hours, and all

other information necessary to monitor the licensee's compliance with the Subscriber protection standards of this Ordinance;

(4) information indicating the number of Basic Cable Service Subscribers;

(5) a current copy of the Subscriber Cable Service agreement; a current lineup of all rates, charges, and available Cable Services, and a current channel list.

(6) a summary of the previous year's activities in the development of the Cable System, including, but not limited to, Cable Services begun or dropped, the previous year's constructions activities, and a summary of any policy changes taking effect during the year;

(7) a copy of all Grantee's non-proprietary published rules and regulations applicable to Subscribers and users of the Cable System; and a summary of the licensee's hours of operation;

(8) subject to section 631 of the Communications Act, 47 U.S.C. § 551, a summary of Subscriber or consumer complaints, identifying complaints by number and category, and their disposition; and, where complaints involve recurrent Cable System problems, the nature of each problem and what steps have been taken to correct them;

(9) a copy of updated non-proprietary maps depicting the location of Grantee's facilities within the public rights-of-way. Proprietary maps, shall be afforded confidentiality protection by an agreement mutually acceptable to the parties;

- (10) a listing of Grantee's closings or holidays for the year; and
- (11) if the Grantee is a corporation, a list of officers and members of the board, a copy of the Grantee's report to its shareholders (if it prepared such a report), a list of the board members of any parent corporation; and where a parent corporation's stock is publicly traded, that corporation's annual report.

Section 35. FRANCHISE RENEWAL

The franchise granted under this Ordinance may be renewed under the authority of 47 U.S.C. §546 as it may be amended.

Section 36. RIGHTS OF INDIVIDUALS

(a) Grantee shall not deny Cable Service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, ancestry, age, physical handicap, sex, sexual orientation or gender identification. Grantee shall comply at all times with all other applicable federal, state and local laws, and all executive and administrative orders relating to nondiscrimination. Grantee shall not deny Cable Service, deny access, or otherwise discriminate against persons owning or renting apartment units but only to the extent Grantee can obtain necessary easements and/or right of entry from property owners.

(b) The Grantee shall comply with all applicable non-discrimination and affirmative action requirements of any laws, regulations and executive directives of the United States, the Commonwealth of Kentucky, and the Government.

(c) The Grantee shall not discriminate in its employment practices against any employee or Applicant for employment because of race, color, religion, national origin,

ancestry, sex, sexual orientation, gender identification, age or non-disqualifying physical handicap. The Grantee shall take affirmative action to ensure that employees are treated, during employment, without regard to their age, sex, sexual orientation, gender identification, race, color, national origin, ancestry, or non-disqualifying physical handicap. This condition includes, but is not limited to the following: recruitment advertising, employment interviews, employment rates of pay, upgrading, transfer, demotion, layoff, and termination.

(d) The Grantee shall submit to the Government, upon request, a copy of the Grantee's EEO submissions required to be filed with the FCC.

(e) Grantee shall comply with all privacy laws of the state or federal government. Grantee shall strictly observe the privacy and property rights of Subscribers. The Subscriber's rights of privacy shall be protected at all times by the Grantee.

Section 37. TWO-WAY CAPABILITY

(a) The Cable System shall have two-way capability. This means that the head end, amplifiers and other technical components of the Cable System facility have been designed and constructed to be easily upgraded to active two-way transmission over the Cable System, such that all that is required is the installation of equipment.

(b) Two-way activation shall be maintained during the term of the franchise.

Section 38. RATES, MINIMUM TIMING OF REQUESTS AND CITY COMMISSION DETERMINATION OF AUTHORITY

(a) Grantee shall file upon request with the Government a complete listing of fees, charges, deposits and associated terms and conditions of service associated with the provision of Cable Service.

(b) The Government reserves the right to regulate rates for Cable Services to the fullest extent permitted by federal, state, and local law and in accordance with such law.

(c) The Government shall follow the rate regulations promulgated by the FCC and shall provide an opportunity for the consideration of the views of interested parties regarding rate regulations.

(d) If the City declines rate regulation authority, then Basic Cable Service tier rates may be changed by the Grantee by filing with the Clerk of the City a schedule of rates proposed and by notifying its Subscribers in writing at least thirty (30) days prior to implementation of the rate change.

Section 39. RATE CHANGE PROCEDURES

Provided that the City assumes rate regulation authority in Section 38 in accordance with applicable law, all rate changes shall be governed by applicable FCC rules.

Section 40. GOVERNMENTS RIGHT OF INTERVENTION

The Grantee agrees not to oppose intervention by the Government in any suit or proceeding arising out of the Grantee's performance hereunder.

Section 41. FURTHER AGREEMENT AND WAIVER BY GRANTEE

(a) The Grantee agrees to abide by all provisions of the franchise, and the Grantee agrees that at the time this Ordinance is executed, the Ordinance is not contrary to law. With respect to any provision of this Franchise, the violation or non-compliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon the Grantee, such violation will be excused where such violation or non-compliance is the result of an Act of God, war, civil disturbance, strike or other labor unrest, or any event beyond Grantee's control.

(b) In any court proceeding involving any claim by Grantee against the Government or any official, member, employee, or agent of the Government 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 a 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.

(c) Grantee expressly acknowledges that, upon accepting the franchise, it does so relying upon its own investigation and understanding of the power and authority of the Government to grant the franchise.

(d) Grantee, by acceptance of this franchise, acknowledges that it has not been induced to enter into this franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Government or by any third person concerning any terms and conditions not expressed in this Ordinance.

(e) Grantee shall conduct the work to be performed pursuant to this Ordinance as an independent contractor and not as an agent of the Government.

Section 42. TIME IS OF THE ESSENCE

Whenever this Ordinance sets forth a time period in which any act shall be performed, such time shall be deemed of the essence, and failure to perform within the allotted time shall be sufficient grounds to invoke the remedies available pursuant to this Ordinance or applicable law.

Section 43. LAW GOVERNS

In any controversy or dispute under this Ordinance, the law of the Commonwealth of Kentucky shall apply. However, no provision of this agreement shall be construed to constitute a waiver of any of Grantee’s rights under federal law or access to federal courts.

Section 44. SEVERABILITY

If any section, sentence, clause or phrase of the Ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the Ordinance.

Section 45. NOTICES

Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days’ written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: _____

E-mail: _____

Grantee: (Charter subsidiary) _____

General Manager _____

E-mail:

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

Section 46. EFFECTIVE DATE

This Ordinance shall become effective upon passage and publication.

Section 47. CONFIDENTIALITY

To the extent permitted by applicable law, the Government shall maintain confidentiality of information provided by the Grantee when Grantee has designated such information as proprietary.

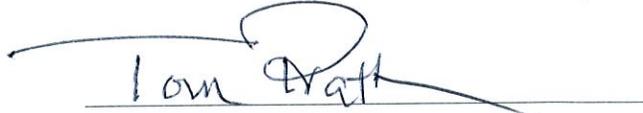
Section 48. REPEAL OF INCONSISTENT ORDINANCES

All prior ordinances, municipal orders, or policies or parts thereof in conflict herewith, are to the extent of such conflict hereby repealed.

PUBLICLY INTRODUCED AND READ FIRST TIME: April 13, 2015

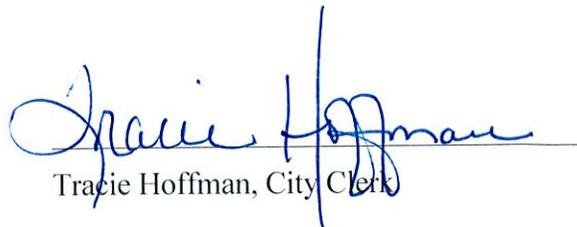
PUBLICLY READ SECOND TIME AND PASSED: April 27, 2015

APPROVED:



Tom Prather, Mayor

ATTEST:



Tracie Hoffman, City Clerk