

ORDINANCE 402-1985

AN ORDINANCE RELATING TO THE GRANTING OF
A CATV FRANCHISE.

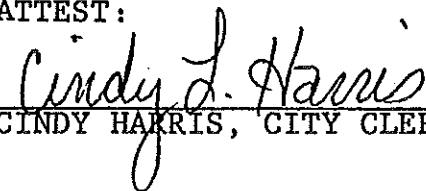
The City of Dry Ridge hereby granted a CATV Franchise to Telesat Communications of Kentucky Inc. for the extension of cable TV services throughout the corporate limits of the City of Dry Ridge. Said Ordinance sets out the granting of the franchise, term or franchise, operation and maintenance of franchise and other terms including but not limited to performance bond for failure to set up said system.

This Ordinance shall be available in its entirety at the Dry Ridge City Building, Broadway, Dry Ridge, Kentucky during the normal hours of the Dry Ridge City Clerk.

This summary of ordinance is made by Thomas M. Funk, attorney at law.


DONALD PAT CURRY, MAYOR

ATTEST:


CINDY HARRIS, CITY CLERK

ORDINANCE 402-1985

AN ORDINANCE RELATING TO THE
GRANTING OF A CATV FRANCHISE

WHEREAS, grantor advertised for bids and proposals for the operation of a CATV system; and

WHEREAS, bids and proposals were duly received and reviewed by grantor; and

WHEREAS, the bid and proposal of Telesat Communications of Kentucky Inc was adjudged the best evaluated bid; and

WHEREAS, grantee is agreeable to extending services to all areas within the corporate limits of the City of Dry Ridge of Grant County; and

WHEREAS, grantee, pursuant to said presentation of October 15, 1985, and said bid proposals, will provide free service installation to one entity in the corporate limits of Dry Ridge, to be chosen by the Dry Ridge City Council;

IT IS HEREBY ORDAINED AS FOLLOWS:

ARTICLE I

DEFINITIONS

For the purpose of the grant of this franchise, the following terms shall have the meaning as described herein:

1. "Grantor" shall mean the City of Dry Ridge of the County of Grant, or their successors and shall include when appropriate to the use of the term in context, the territorial boundaries of the City of Dry Ridge as they now or shall hereafter exist.

2. "Franchise" shall mean the permission, license, franchise or authority given hereunder to conduct and operate a community

antenna television system in the City of Dry Ridge of the County of Grant.

3. "Grantee" shall mean Telesat Communications of Kentucky Inc. or its successors, transferees or assigns, the recipient of the franchise granted herein.

4. "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, alley, court, sidewalk, parkway, drive or other easement now or hereafter held by Grantor for the purpose of public travel and shall include such other easements or rights of way as shall be now held or hereafter held by Grantor which shall within their proper use and meaning entitle Grantor and its Grantees to the use thereof for the purpose of installing or transmitting CATV transmissions over poles, wires, cables, conductors, ducts, conduits, manholes, amplifiers, appliances, attachments or other property as may be ordinarily necessary and pertinent to a CATV system.

5. "CATV" shall mean a community antenna television system as hereinafter defined.

6. "Community antenna television system" or "system" shall mean a system of antenna, coaxial cables, wires, wave guides, or other conductors, equipment or facility designed, constructed or used primarily for the interception and receipt of television or radio signals, directly or indirectly off the air, and the distribution or transmission of such signals by means of cables or other similar devices to subscribers.

7. "Subscriber" shall mean any person or entity receiving for any purpose the CATV service of the Grantee herein.

8. "Gross annual receipts" shall mean any and all compensation and other consideration in any form whatsoever and any contributing grant or subsidy received directly or indirectly by the Grantee herein from subscribers or users in payment for television or FM radio signals or service received within the limits of Grantor. Except "gross annual receipts" shall not include any taxes on services furnished by the Grantee herein imposed directly on any subscriber or user by any state, city or other governmental unit and collected by the Grantee on behalf of such governmental unit.

9. "Person" shall mean any individual or association of individuals or any firm, corporation or other business entity.

ARTICLE II

GRANT OF FRANCHISE

Section One: General Grant. Grantor hereby grants to the Grantee the non-exclusive right and privilege to construct, erect, operate and maintain a CATV system within the limits of Grantor, and in so doing to use the streets of Grantor by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, under, upon or across any such street, such poles, wires, cables, conductors, ducts, conduits, volts, manholes, amplifiers, appliances, attachments and other property as may be necessary and pertinent to a CATV system, and in addition, so to use, operate and provide for all or a part of such facilities by service offerings obtained from any public or private utility or any other franchise or operating telephone or electric company within the limits of Grantor.

Section Two: Non-Exclusivity. The authority hereby granted to conduct a CATV system in the limits of Grantor and to use and to occupy the streets therefore is not and shall not be deemed to be an exclusive right or permission. Grantor expressly reserves the right to grant similar non-exclusive franchises to other persons, firms or corporations to conduct CATV and to use the streets of the City therefore within the same or other areas of the city at any time or any period of time. No such additional franchise granted by Grantor shall in anywise affect the obligations of the Grantee hereunder.

Section Three: Right To Assign Exclusive Service Areas. Notwithstanding any other provision of this franchise to the contrary, Grantor reserves the right to assign to Grantee or to other Grantees under other CATV system franchises within the limits of Grantor, certain exclusive service areas within the limits of Grantor, but shall not do so until at least five (5) years have passed from the date that the Grantee is first required to be able and willing to render service to the subscriber as hereinafter set forth. In no event shall Grantor require Grantee to remove a part of its system from any area which it shall have been previously serving in order to make such area available to any other Grantee under any other CATV franchise.

ARTICLE III

TERM

The franchise herein granted shall be for a term of fifteen (15) years unless the same shall sooner expire by reason of other provisions hereof.

The term of this franchise shall commence on the first day of the first month next following the date the Grantee hereunder accepts and agrees to abide with the terms and conditions of this franchise by filing a written acceptance thereof with Grantor; which said acceptance shall be filed, if it is to be valid, within a period of 30 days of acceptance of this franchise. If such acceptance shall not be filed within the time aforesaid, then the ordinance granting this franchise shall be deemed void and of no further force and effect and the offer of franchise contained in said ordinance shall stand revoked.

ARTICLE IV

ORDINANCE OF REVOCATION

No revocation provided for herein, except for reason of condemnation, shall be effective unless or until Grantor shall have adopted an ordinance setting forth the cause and reason for the revocation and the effective date thereof, which ordinance shall not be adopted without thirty (30) days prior notice thereof to Grantee and an opportunity for Grantee to be heard on the proposed adoption of such proposed ordinance. If the revocation as proposed in such ordinance depends on the finding of fact, such finding of fact as made by Grantor after the hearing provided for, if requested by Grantee, shall be conclusive, for purposes of action by the legislative body.

ARTICLE V

Section One: General Payment. Grantee herein shall pay to Grantor during the life of the franchise a sum equal to three (3%)

percent of the gross subscriber revenues per year from cable television operations in the community, less billing and service adjustment credits. Grantee shall file with Grantor within (60) days after the expiration of the first twelve (12) months of this franchise and within sixty (60) days after each succeeding twelve-month period this franchise shall be in force a statement of net gross receipts prepared by a certified public accountant or person otherwise satisfactory to Grantor, showing in detail the gross subscriber revenues per year from CATV operations in the community during the preceding twelve (12) months.

Section Two: Early Termination. If this franchise should be terminated or forfeited prior to the end of the basic fifteen (15) year term, Grantee shall immediately submit to Grantor a statement of net gross receipts prepared as required herein, showing the gross subscriber revenues per year from cable television operations in the community of Grantee for the time elapsed since the last twelve (12) month period for which Grantee had paid to Grantor the required percentage of the gross subscriber revenues per year from cable television operations in the community, and Grantee shall pay to Grantor not later than thirty (30) days following the termination of the franchise the like percentage of such gross subscriber revenues per year from cable television operations in the community, less billing and service adjustment credits.

Section Three: Inspection of Records. Grantor shall have the right to inspect Grantee's records showing the gross receipts from which its franchise payments are computed and the right to audit and recomputation of any and all amounts paid under this franchise shall be always accorded to Grantor.

ARTICLE VI

OPERATION AND MAINTENANCE

Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Interruptions for maintenance insofar as possible, shall be preceded by notice and shall occur during the periods of minimum use of the system. In order to limit failures and malfunctions of the CATV system to a minimum and that the same might be promptly corrected at all times after notice of malfunction or failure, Grantee shall consistently maintain an office within the limits of the area covered by this franchise during the life thereof.

Failure or malfunctions of the system shall be corrected by Grantee as soon as is reasonably practicable.

Any subscriber who presently has a hookup with a former cable company or has paid for said hookup, said Grantee agrees and shall hookup said subscriber free of charge.

ARTICLE VII

REMOVAL ON SUBSCRIBER'S REQUEST

On termination of service to any subscriber, the Grantee shall promptly remove all of its facilities and equipment from the premises of such subscriber if the subscriber shall so request. In any event, the facilities of Grantee shall be so constructed and designed that by the use of ordinary household tools and without special skills or knowledge and without unreasonable risk of harm, the subscriber may be capable at any time of disconnecting the system of Grantee from the subscriber's television set or receiver so that said set or receiver may be used independently of the system for service of Grantee.

ARTICLE VIII

EMERGENCY USE

In the event of an emergency or disaster, Grantee shall, on request of Grantor, make available its facilities to Grantor for emergency use during the period of such emergency or disaster and shall provide such personnel as is necessary to operate properly under the circumstances.

ARTICLE IX

NOTICE

Whenever under the terms of this franchise either party shall be required or permitted to give notice to the other, such notice shall be in writing and if to be served upon Grantor shall be delivered either by first class U.S. mail or by handing such notice to any elected official then serving on a legislative body of Grantor and that the Grantee, by delivering by first class U.S. mail or by handing such notice to such officer at such address as Grantee shall from time to time direct. The original name and address of the officer on behalf of Grantee shall be included in Grantee's acceptance of this franchise as provided herein.

ARTICLE X

PERFORMANCE BOND

Telesat Communications of Kentucky, Inc., shall post a Five Thousand Dollar (\$5,000.00) performance bond indemnifying the City against any failure to construct and make the system operational within the required time frame of one (1) year

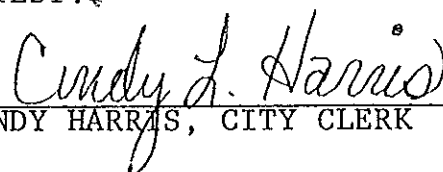
from granting of this franchise.

FIRST READING: October 19, 1985 SECOND READING: November 4, 1985.

PASSED AND ORDERED PUBLISHED THIS 4th day of November, 1985.


DONALD PAT CURRY, MAYOR

ATTEST:


CINDY HARRIS, CITY CLERK