

ORDINANCE NO. 616-2001
(Summary Format)

AN ORDINANCE OF THE CITY OF DRY RIDGE, KENTUCKY, RELATING TO THE GRANTING OF A NON-EXCLUSIVE CATV FRANCHISE.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DRY RIDGE, KENTUCKY, AS FOLLOWS:

ARTICLE I

Definitions...

ARTICLE II

Section One: General Grant.

Grantor (City of Dry Ridge, Kentucky) hereby grants to the Grantee (Insight Kentucky Partners II, L.P.) the non-exclusive right and privilege to construct, erect, operate and maintain a CATV system within the limits of the Grantor, and in so doing, to use the streets of the Grantor by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, under, upon or across any such street, such poles, wires, cables, conductor 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 franchise or operating telephone or electric company within the limits of the Grantor.

Section Two: Non-Exclusivity.

Section Three: Right to Assign Exclusive Service Areas.

Section Four: Other Services.

ARTICLE III

Term:... The franchise herein granted shall be for a term of ten (10) years, renewable for and additional term of five (5) years... commencing on the 1st day of January, 2001, and concluding on the 31st day of December, 2011.

ARTICLE IV

Ordinance of Revocation...

ARTICLE V

Section One: General Payment... Grantee shall pay to the Grantor, during the term of this franchise, a sum equal to three (3%) percent of the gross subscriber revenues per year from cable television operations in the community.

Section Two: Early Termination.

Section Three: Inspection of Records.

Section Four: Complimentary Service.

ARTICLE VI

Operations and Maintenance...

ARTICLE VII

Removal on Subscriber's Request...

ARTICLE VIII

Emergency Use...

ARTICLE IX

Notice...

First Reading: May 7, 2001

Second Reading: June 4, 2001

Attorney's Certifications

I, the undersigned, Michael S. Mulvey, hereby certify that I am the city attorney for the City of Dry Ridge, Kentucky, and that the above and foregoing is an ordinance summary of City of Dry Ridge Ordinance No. 616-2001 relating to the granting of a non exclusive cable television franchise, as prepared by me, and as read in full and at length by me on May 7, 2001, and June 4, 2001, to and for the benefit of the Dry Ridge City Council and others in attendance, and thereafter so passed and ordained by action affirmative on June 4, 2001.

/s/ *Michael S. Mulvey*
Michael S. Mulvey

* * * * *

PASSED, ADOPTED, ORDAINED AND ORDERED PUBLISHED IN SUMMARY FORM ON THIS THE 4th DAY OF JUNE, 2001.

William Cull
WILLIAM CULL, MAYOR

ATTEST:

Cindy L. Harris
CINDY L. HARRIS, CITY CLERK

ORDINANCE NO. 616-2001

AN ORDINANCE OF THE CITY OF DRY RIDGE, KENTUCKY, RELATING TO THE GRANTING OF A NON-EXCLUSIVE CATV FRANCHISE.

WHEREAS, Insight Kentucky Partners II, L.P., the ("Grantee"), owns, and now operates and maintains a cable television system in the City of Dry Ridge, Kentucky, under franchise, pursuant to Ordinance No. 402-1985, as amended;

WHEREAS, the City of Dry Ridge, Kentucky, a Kentucky municipal corporation and city of the fifth class, the ("Grantor"), wishes to renew the term and duration of its non-exclusive CATV franchise, as "Grantor" to and unto Insight Kentucky Partners II, L.P., as "Grantee"; and

WHEREAS, the City of Dry Ridge, Kentucky, hereby intends to so renews its non-exclusive cable television franchise, under ordinance, and sets the terms, conditions and the term and duration of same as hereinafter set forth.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY OF DRY RIDGE, KENTUCKY, AS FOLLOWS:

ARTICLE I

DEFINITIONS

1. "Grantor" shall mean the City of Dry Ridge, Kentucky, of the County of Grant, or its 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, Kentucky, of the County of Grant.

3. "Grantee" shall mean Insight Kentucky Partners II, L.P. 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 the 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 the Grantor which shall within their proper use and meaning entitle the Grantor and its Grantee 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 cable, 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 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 the Grantor. Except "gross annual receipts" shall not include any fees or 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 the Grantor, and in so doing, to use the streets of the Grantor by erecting, installing, constructing, repairing, replac-

ing, reconstructing, maintaining and retaining in, on, under, upon or across any such street, such poles, wires, cables, conductor 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 franchise or operating telephone or electric company within the limits of the Grantor.

Section Two: Non-Exclusivity.

The authority hereby granted to conduct a CATV system in the limits of the 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, 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 the Grantor shall in anywise affect the obligations of the Grantee herein.

Section Three: Right to Assign Exclusive Service Areas.

Notwithstanding any other provision of this franchise to the contrary, the Grantor reserves the right to assign to the Grantee or to other grantees under another CATV system franchises within the limits of the Grantor, certain exclusive service areas within the limits of the Grantor.

In no event shall the Grantor require the Grantee to remove a part of its system from any area in which it shall have been previously serving in order to make such area available to any other grantee under any other CATV franchise.

Section Four: Other Services.

In the event the Grantee shall make communication services available in the Dry Ridge area, including high-speed Internet access and telephone services, nothing in this agreement shall prevent the Grantee from offering such services to cable television customers in the City of Dry Ridge.

ARTICLE III

TERM

The franchise herein granted shall be for a term of ten (10) years, renewable for an additional term of five (5) years, if the Grantee has met all provisions as set forth in this franchise, unless the same shall sooner expire by reason of other provisions hereof.

The term of this 10-year, initial franchise shall commence on the 1st day of January, 2001, and shall conclude, expire and terminate, if not renewed by the Grantee for the additional and continued term of five (5) years as hereinafter provided, on the 31st day of December, 2011. Further, within thirty (30) days of passage of this ordinance, the Grantee shall ac-

cept and agree to abide with the terms and conditions of this franchise by filing a written acceptance thereof with the Grantor; and said acceptance shall be valid for the duration of this franchise and any renewals of same. If such acceptance shall not be filed within the time aforesaid, then the ordinance granting the franchise shall be deemed a nullity and without legal force and effect, and the offer of franchise contained in said ordinance, shall be revoked and withdrawn.

In order for the Grantee herein to exercise its option to renew and extend the herein franchise for the additional term of five (5) years, the Grantee must notify the Grantor, in writing, of the Grantee's intention to exercise its option to renew and extend the franchise for an additional term of five (5) years, sixty (60) days prior to the date that the herein franchise initial shall conclude and terminate.

ARTICLE IV

ORDINANCE OF REVOCATION

No revocation provided for herein, except for reasons of condemnation, shall be effective unless or until the Grantor shall have adopted an ordinance setting forth the cause and reasons for the revocation and the effective date thereof, which ordinance shall not be adopted without thirty (30) days prior notice thereof to the Grantee and an opportunity for the 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 the Grantor after the hearing provid-

ed for, if requested by the Grantee, shall be conclusive, for purposes of action by the legislative body.

ARTICLE V

CONSIDERATION

Section One: General Payment.

The Grantee shall pay to the Grantor during the term of this franchise, a sum equal to three (3%) percent of the gross subscriber revenues per year from cable television operations in the community. All such payments shall be made not less than semi-annually with each payment to be made within forty-five (45) calendar-days of the close of the semi-annual anniversary date. Any payment not made when required, shall bear interest at the legal rate, per annum, from date of nonpayment until paid. Further, the Grantee shall file with the Grantor, within sixty (60) days after each, succeeding twelve-month (12) period of this franchise, a statement of net gross receipts prepared by a certified accountant or person otherwise satisfactory to the 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 basis and initial ten (10) year term, the Grantee shall immediately submit to the Grantor, a statement of net gross receipts prepared as re-

quired herein, showing the gross subscriber revenues per year from cable television operations in the community for the elapsed since the Grantee last paid the Grantor the required percentage of the gross subscriber revenues.

Section Three: Inspection of Records.

The Grantor shall have the right to inspect the Grantee's records showing the gross receipts from which its franchise payment are computed. The right to audit and recomputation of any and all amounts paid under this franchise, shall always be accorded to the Grantor.

Section Four: Complimentary Service.

The Grantee will provide free service installation to one entity in the corporate limits of Dry Ridge to be chosen by the City Council of the City of Dry Ridge.

ARTICLE VI

OPERATIONS AND MAINTENANCE

The 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, and that the same might be promptly cor-

rected, at all times after notice of malfunction or failure, the Grantee shall consistently maintain a toll-free customer service telephone number for customers within the limits of the area covered by this franchise during the term thereof.

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

Any subscriber who presently has hookup with a former cable company or has paid for said hookup, the said Grantee agrees and shall hookup said and such 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 the 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 is capable, at any time, of disconnecting the system of the Grantee from the subscriber's television set or receiver so that said set or receiver may be used independently of the Grantee's CATV system.

ARTICLE VIII

EMERGENCY USE

In the event of an emergency or disaster, the Grantee, on request of the Grantor, shall make available its facilities to the 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 served upon the recipient-parties' chief elected officer or highest corporate officer, as the case may be, by United States Mail Certified/Return Receipt Requested to the recipient-parties' seat of government or principal business address, as the case may be.

First Reading: May 7, 2001

Second Reading: June 4, 2001

PASSED, ADOPTED, ORDAINED AND ORDERED PUBLISHED ON THIS
THE 4th DAY OF June, 2001.

William Cull
WILLIAM CULL, MAYOR

ATTEST:

Cindy L. Harris
CINDY L. HARRIS, CITY CLERK