

CITY OF SMITHS GROVE

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CITY OF SMITHS GROVE-ORDINANCE #95-1 405.3

A Franchise Ordinance approving the renewal and amendment of the Franchise agreement for community antenna television (CATV) services of TCI TKR of Southern Kentucky d/b/a TKR Cable of Southern Kentucky, and including provisions for insurance, reports and records, consumer practices, consumer protection measures, construction, and construction-related practices, franchise fees, and operation procedures, and health, safety and welfare measures, providing and effective date.

APPROVED: James R. Gilley
JAMES R. GILLEY, MAYOR

ATTEST: Dorothy J. Neal
DOROTHY J. NEAL, CITY CLERK

FIRST READING: 9-25-95

SECOND READING: 10-23-95

** The full text of the above stated ordinance is available at city hall, Smiths Grove, Kentucky during normal working hours.

"EQUAL OPPORTUNITY EMPLOYER"

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A FRANCHISE ORDINANCE APPROVING THE RENEWAL AND AMENDMENT OF THE FRANCHISE AGREEMENT FOR COMMUNITY ANTENNA TELEVISION (CATV) SERVICES OF TCI TKR OF SOUTHERN KENTUCKY d/b/a TKR CABLE OF SOUTHERN KENTUCKY, AND INCLUDING PROVISIONS FOR INSURANCE, REPORTS AND RECORDS, CONSUMER PRACTICES, CONSUMER PROTECTION MEASURES, CONSTRUCTION, AND CONSTRUCTION-RELATED PRACTICES, FRANCHISE FEES, AND OPERATION PROCEDURES, AND HEALTH, SAFETY, AND WELFARE MEASURES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, TCI TKR of Southern Kentucky, ("TKR") the present holder of the Community Antenna Television (hereinafter "CATV" or "Cable Television") franchise rights throughout the City of Smiths Grove has notified Smiths Grove of its desire to renew its franchise;

WHEREAS, TKR's performance under its franchise has been satisfactory, has substantially complied with the material terms of the existing franchise and with applicable law;

WHEREAS, Smiths Grove has determined that TKR's service has been reasonable in light of community needs;

WHEREAS, Smiths Grove has determined that TKR has the ability to effectuate its franchise renewal proposal;

WHEREAS, Smiths Grove is an incorporated municipality within Warren County, Kentucky and is part of the integrated cable television system TKR provides throughout the unincorporated portions of Warren County and the City of Bowling Green, Kentucky.

WHEREAS, TKR has agreed that, if at any time during the existence of this franchise it provides the unincorporated areas of Warren County with more favorable rates, terms, franchise fees, technology, channel offerings, or access facilities than those provided to Smiths Grove, that said more favorable provisions will be provided to Smiths Grove within a reasonable period of time.

WHEREAS, Smiths Grove has determined that TKR's cable television franchise renewal proposal meets the cable television related community needs and interests of the City of Smiths Grove; and

WHEREAS, the public has had adequate notice and opportunity for comment;

NOW, THEREFORE, BE IT ORDAINED BY THE City of Smiths Grove as follows:

Section 1. Construction.

This ordinance shall be construed in light of applicable Federal and State laws and regulations governing cable television.

Section 2. Scope.

This ordinance shall be effective within the geographical limits of the City of Smiths Grove, including any areas subsequently annexed by Smiths Grove.

Section 3. Severability.

If any word, phrase, sentence, part, section, subsection, or other portion of this ordinance, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, such word, phrase, sentence, part, section, subsection, or other portion, or the proscribed application thereof, shall be severable, and the remaining provisions of this ordinance, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force and effect. The Authority declares that no invalid or proscribed provision or application was an inducement to this ordinance, and that it would have enacted this ordinance regardless of the invalid or proscribed provision or application.

Section 4. Definitions.

- A. "Access channel" means a government, education, or public channel which is carried on the cable system, but which is not part of any institutional network.
- B. "Annual gross revenues" means any and all cable television subscriber revenues obtained by the franchisee for the delivery of cable television programming which shall include residential cable subscriber revenue; revenue from commercial accounts for the delivery of cable television programming; and bulk billing revenue from the provision of cable television programming.
- C. "Basic cable television service" means any service tier which includes the retransmission of local television broadcast signals.
- D. "City" means the City of Smiths Grove.
- E. "County" means the Warren County Fiscal Court, Kentucky or its lawful successor.
- F. "FCC" or "Federal Communications Commission" means the Federal administrative agency, or lawful successor, authorized to oversee cable television and other multi-channel video provider regulation on a national level.
- G. "Franchise" means the initial non-exclusive authorization or subsequent renewal granted by Smiths Grove which authorizes a person to construct, operate and maintain a cable system in all or part of the City.
- H. "Franchisee" means the legal entity granted the cable television franchise by Smiths Grove and any entity having any rights, liabilities or interest to the franchise whether by assignment, transfer or other means.
- I. "Franchise fee" means a fee or charge that the City requires as payment for the privilege of using the streets, rights-of-way, public ways, and easements of the City in order to construct, maintain, and operate a cable television system.
- J. "Operator" means TKR, its assignee or transferee.

- K. "Pay-Per-View Event(s) or Pay-Per-View Movie(s)" means the delivery over the cable system of audio and video signals in an unintelligible form for a set fee or charge over and above the charge for standard or basic service and in addition to any premium channel on a per event or per movie basis where said unintelligible or unusable form is made intelligible for viewing only to subscribers paying a separate fee or charge for the viewing of the event or events.
- L. "Premium channel" means the delivery over the cable system of audio and video signals in an unintelligible form to subscribers for a monthly fee or charge (over and above the charge for standard or basic service) on a per channel basis where said unintelligible or unusable form for viewing is made intelligible only to subscribers paying a separate fee or charge for the viewing or use of the signals.
- M. "Public, Educational or Governmental access facilities" means:
1. Channel capacity designated for public, educational or governmental use; and
 2. Facilities and equipment for the use of such channel capacity.
- N. "Rate" means the monthly price paid by a subscriber in order to receive cable service.
- O. "Service day" means those days the United States Postal Service delivers regular mail (typically, Monday through Saturday, excluding federal holidays).
- P. "Service outage" means the loss of picture or sound on all basic subscriber channels, or one (1) or more auxiliary programming channels (including tiers and pay programming), and which is not caused by the failure or malfunction of a subscriber's television receiver or by the error of the subscriber.
- Q. "Subscriber" means a person lawfully receiving service delivered over a cable system by a cable operator.

Section 5.

Failure of the City to Enforce this Ordinance.

- A. Operator shall not be excused from complying with any of the requirements of this ordinance, or any subsequently adopted amendments to this ordinance, by any failure of the City on any one (1) or more occasions to seek, or insist upon, compliance with such requirements or provisions.
- B. This Ordinance and the rights and responsibilities it imposes on Operator may not be unilaterally amended without the prior written consent of Operator.

Section 6.

Repeal of Inconsistent Resolutions and Ordinances.

To the extent that there is any resolution or ordinance which in part, or in whole, is directly inconsistent with this ordinance, such part, or such whole, of the prior resolution or ordinance shall be repealed to the extent of the inconsistency.

Section 7.

Resolution of Inconsistencies with Federal or State Rules, Regulations or Laws.

In any case of an actual inconsistency between any provision or section of this ordinance, and any provision or section of a Federal or Kentucky rule, regulation, or law, then the Federal or Kentucky rule, regulation, or law shall not only supersede the effect of the ordinance, but also control in any local application.

Section 8.

Notices.

Both the City and Operator shall provide the other party with the name and address of the contact person designated to receive notices, filings, reports, records, documents, and other correspondence. All notices shall be delivered to each party's contact person by certified mail, return receipt requested, personal service with a signed receipt of delivery, or overnight with receipt verification. All other filings, reports, records, documents, and other correspondence may be delivered by any

permissible means including, but not limited to: facsimile transmission ("faxing"); personal service; overnight mail or package delivery; or delivery via cable. The delivery of all notices, reports, records, and other correspondence shall be deemed to have occurred at the time of receipt (unless otherwise designated by State law).

Section 9. Indemnity.

- A. To the extent permitted by law, Operator shall at all times defend, indemnify, protect, save harmless, and exempt the Mayor and City Commissioners of Smiths Grove, their officers, and employees from any, and all, penalty, damage, or charges arising out of claims, suits, demands, causes of action, or award of damages whether compensatory or punitive, or expenses arising therefrom, either at law or in equity, which might be claimed now or in the future, which may arise out of, or be caused by, the construction, erection, location, products performance, operation, maintenance, repair, installation, replacement, removal or restoration of the system within the County by a negligent act or omission of Operator, its agents or employees, contractors, subcontractors, independent contractors, or implied or authorized representatives. With respect to the penalties, damages or charges referenced herein, attorneys' fees are included as those costs which may be recovered by the City of Smiths Grove.
- B. The Mayor, and City Commission specifically reserve the right to retain counsel of their own choice, at their own expense.
- C. If Operator obtains counsel for the City, the Mayor, and/or City Commissioners, then any one of them shall have the right to approve counsel, provided, however, that neither the City, the Mayor, nor the Commissioners shall unreasonably withhold their approval of counsel.
- D. With respect to Operator's own defense of such actions noted in this Section, it is understood that such Operator reserves the right to select and retain, without the City's approval, counsel of the Operator's choice, at Operator's own expense.

Section 10. Liability Insurance.

- A. The Franchisee shall maintain insurance from companies approved by the City, such approval not to be unreasonably withheld, to protect the City, and the franchisee and their officers, agents and employees from and against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation or maintenance of any aspect of the system. The amount of such insurance shall be no less than the following:

General Liability Insurance

Bodily injury per person	\$3,000,000.00
Bodily injury per occurrence	5,000,000.00
Property damage per occurrence	1,000,000.00
Property damage aggregate	1,000,000.00

Automobile Insurance

Bodily injury per person	\$1,000,000.00
Bodily injury per occurrence	3,000,000.00
Property damage per occurrence	1,000,000.00

Workers' compensation insurance shall also be provided as required by the laws of the Commonwealth of Kentucky. All of the above insurance shall name the City as additional insured and shall provide a ten (10) day notice to the City in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective. Copies of all policies required hereunder shall be furnished to and filed with the City Clerk, prior to the commencement of operations or the expiration of prior policies, as the case may be.

- B. If the State permits Operator to self-insure, then Operator may exercise its right to self-insure, so as long as the minimal amounts of insurance coverage outlined in this Section are met and maintained for the entire period that the Operator is self-insured.

Section 11. Furnishing of Reports.

- A. Operator shall timely submit those reports, statements, and logs required by this franchise.
- B. Copies of renewal or replacement insurance policies or certificates shall be delivered to the City at least fifteen (15) days before the expiration of the insurance which such policies are to renew or replace.

Section 12. Books and Records.

- A. Operator shall keep complete and accurate books of accounts, and records of the business and operations under, and in connection with the system.
- B. The City shall have the right to review at Operator's local office within Warren County all records, pertaining to the City's regulation of Operator's cable operations in the City, on seven (7) days written notice. Such review, unless mutually agreed upon, or judicially ordered, should occur within Operator's regular office hours.
- C. The City shall have the right to hire, at its own expense, an independent certified public accountant, or other business or financial expert, to review the books and records of Operator. If, after a financial audit, it is determined that Operator has underpaid amounts owed to the City (in excess of five percent (5%)), then the City may require Operator to reimburse the City for the actual cost of the audit. Provided, however, absent fraud, all audits shall be binding on the City.
- D. Operator, at the local office shall keep complete and accurate books and records of the key aspects of the system's operation in the City for at least the preceding three (3) years in such a manner that all matters pertaining to the City, can be easily produced and/or verified at the City's request. Also, Operator shall make available, on seven (7) days advance written notice, those records that pertain to its operation of the system that may be required by any other Federal or State agency having jurisdiction over cable

operators. Provided, however, that with respect to the obligation to maintain financial records, Operator shall only be required to maintain the financial records required by federal law.

- E. Communications with Regulatory Agencies. A listing of all petitions, applications, communications, reports and all other documents submitted by the franchisee to the FCC or any other federal or state regulatory commission or agency shall be filed with the City and all such documents shall be available for inspection at franchisee's office.
- F. Annual Report. No later than ninety (90) days after the close of the franchisee's fiscal year, the franchisee shall submit a written report to the City that contains information as determined by the City including, but not limited to, a financial statement necessary to ascertain the amount of the franchise fee, a summary of complaints and any special reports required by the City.
- G. All filings and reports required of the franchisee or any applicants by this Ordinance or any franchise agreement shall be made to the City.

Section 13. Notification of Customers' and Operator's Rights and Responsibilities: General Policy.

- A. In order to provide customers with the variety of information needed to make an informed decision, and to ensure that customers are notified of the rights and responsibilities of the customer and the Operator with respect to the cable system, Operator shall provide customers with a written "Notice of a Customer's and Operator's Rights and Responsibilities."
- B. Unless expressly prohibited by the State, Operator may comply with any notice requirements by providing said "Notice" by mail to the subscriber, through newspaper publication or over the cable system, on a channel clearly designated for the dissemination of such information -- (such a channel need not be solely designated for dissemination of such information,

and may, in fact, be used at other times for any lawful purpose).

Section 14. Notification of Customers' and Operator's Rights and Responsibilities: Minimum Contents.

A. When the Operator provides a Notice to customers concerning their rights such "Notice" should contain the following:

1. an up-to-date listing of services provided;
2. notification of a subscriber's ability to purchase or lease, from the Operator, parental control mechanism, or other device which will prohibit the viewing of a particular program service during a period selected by the subscriber;
3. a listing and explanation of rates and charges, credit refund policy, connection and involuntary disconnection policies;
4. the complaint resolution procedures;
5. a listing and explanation of billing options available (such as monthly or yearly, and/or discounts for pre-payments);
6. the customer service office hours and telephone number(s);
7. the method of securing a voluntary disconnection; and
8. the equipment use and return policy together with any required security deposits.

B. The "Notice" shall be in plain, simple understandable English.

C. The "Notice" may be delivered to a subscriber via an insert in the subscriber's periodic invoice, through a special mailing, by newspaper or publication or over a channel clearly designated for the dissemination of such information.

Section 15. Billing Practices.

A. Whenever there is a change in Operator's billing practices or payment requirements, Operator shall notify subscribers

within thirty (30) days of the effective date of such billing practices or payment requirements.

- B. In any case where a subscriber requests a cancellation or reduction of service within thirty (30) days after the notification of a scheduled rate or charge adjustment, then the subscriber's liability for the newly implemented rate or charge shall cease from the moment that the rate or charge adjustment becomes effective.

Section 16. Billing Credit or Refunds for Service Outages, Interruptions, Substandard Signal or Picture Quality or Unsolicited Service.

Operator shall, upon request by a subscriber, provide that subscriber with a pro-rata credit for a service outage or interruption exceeding one service day in duration, provided that the outage is not caused or is not a result of matters beyond the immediate control of Operator.

Section 17. Customer Service Performance.

A. Definitions:

1. Normal Business Hours

This means those hours during which most similar businesses in the community are open to serve customers. This will include some evening hours (at least one night per week) and/or some weekend hours.

2. Normal Operating Conditions

This means conditions that are within the control of the operator. Those conditions which are not within the control of the operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe weather. Those conditions which are ordinarily within the control of the operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the system.

3. Service Interruption

This means the loss of picture or sound on all basic subscriber channels, or one (1) or more auxiliary programming channels (including tiers and pay programming), and which is not caused by the failure or malfunction of a subscriber's television receiver or by the error of the subscriber. This term affects the timing of when the operator must respond to a service problem.

B. Customer Service Standards

Office hours and telephone availability:

1. The operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 - (a) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
 - (b) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by trained company representatives on the next business day.
2. Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis. The Operator shall not be required to acquire equipment or perform surveys to measure compliance with telephone answering standards unless an historical record of complaint indicates a clear failure to comply.

3. Under normal operating conditions, the customer will receive a busy signal less than three percent (3%) of the time.
4. Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

C. Installations, Outages, and Service Calls

Under normal operating conditions, each of the following four (4) standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis.

1. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 150 feet from the existing distribution system.
2. Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known.
3. The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)
4. The Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
5. If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

D. Communications Between Cable Operator and Cable Subscribers

1. Notifications to subscribers:

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

- (i) products and services offered;
- (ii) prices and options for programming services and conditions of subscription to programming and other services;
- (iii) installation and service maintenance policies;
- (iv) instructions on how to use the cable service;
- (v) channel positions of programming carried on the system; and
- (vi) billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(b) Customers will be notified of any changes in rates, programming service or channel positions as soon as possible through announcements on the cable system and in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

2. Billing:

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

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

3. Refunds:

Refund checks will be issued promptly, but no later than either -

- (a) in the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or
- (b) within thirty (30) days after return of equipment supplied by the cable operator.

4. Credits:

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

Section 18. Preferential or Discriminatory Practices Prohibited.

- A. Operator shall not, as to rules, regulations, rates, charges, provision of service, or use of facilities and equipment, make, allow, or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage on the basis of age, race, creed, color, sex, national origin, handicap, religious affiliation, or location of residence.
- B. Operators shall not deny cable service, or the extension of cable service, to any group of potential residential cable subscribers because of the income of the residents or the local area in which such group resides.
- C. This Section, however, does not prohibit Operator from offering a promotional or incentive discount rate or charge.

- D. This Section does not prohibit Operator from denying service based on location of residence, if that residence is outside the parameters for line extension as detailed herein.
- E. This Section does not prohibit Operator from denying service to a subscriber who is more than thirty (30) days delinquent in the payment of any service bill.
- F. This Section does not prohibit Operator from implementing a no-frills service tier for "lower income", and/or fixed income individuals.
- G. This Section does not prohibit Operator from making agreements or entering into service agreements with multiple dwelling unit owners or commercial establishments (including hotel, motel, apartments, fraternities, sororities, and mobile home park owners) to provide service under a bulk billing or other type of arrangement.
- H. The Authority acknowledges that Operator's current practices, as of the date of this renewal, under its existing franchise are in compliance with this Section and with Section 621 of the Cable Act.
- I. The franchisee will comply with all Federal and State laws regarding special service requirements on handicapped customers.

Section 19. Use of Equipment. Return of Equipment. Security Deposits and their Return.

- A. Operator may charge an appropriate security deposit provided that it shall comply with any and all applicable State rules concerning the imposition, retention, and return of security deposits and does not exceed the cost of replacement plus recovery.
- B. Operator may charge an appropriate security deposit in those instances where a customer is re-connected after an involuntary disconnection for non-payment or prior history of unsatisfactory payment.

- C. Operator shall return a security deposit after the equipment is satisfactorily returned or the subscriber maintains a satisfactory payment history (which is determined as no payment delinquencies within the preceding twelve (12) month period).
- D. A customer shall totally and fully reimburse Operator for any damage or loss to any of Operator's equipment that is due to the customer's failure to properly maintain and operate such equipment.
- E. A customer shall be relieved from any responsibility for reimbursing Operator for the repair of equipment which malfunctions or does not operate due to a hidden or latent defect in the equipment, or for equipment which fails to operate, or improperly operates due to natural occurrences conditioned by the normal wear and tear of such equipment, however, customer shall still be obligated to return said equipment to Operator otherwise undamaged.

Section 20. Service Logs.

- A. Operator shall be required to keep and maintain service logs, subject to any limitations imposed by State or Federal law, including any subscriber privacy limitations.
- B. The purpose of the service logs is to assist the City in assessing (in the aggregate) the type, degree, and resolution of customer trouble calls and written complaints.
- C. In addition to any other right of inspection that the City may possess, it shall have the right to review and inspect a compilation of such logs. Provided that Operator shall have no obligation to retain any log for more than three (3) years. However, the City shall not have the right of access, review, or inspection of any service logs or any information contained within service logs that are otherwise protected from access, review, or inspection by State or Federal law.
- D. This Section does not require Operators to maintain service logs on scheduled installations, upgrades and changes of service.

Section 21. Restoration of a Subscriber's Property.

- A. At any time Operator disturbs the yard, residence, or other real or personal property of a subscriber, Operator shall ensure that the subscriber's yard, residence, or other personal property is returned, replaced, and/or restored to a condition that is sufficiently comparable to the condition that existed prior to the commencement of the work.
- B. The costs associated with both the disturbance and the return, replacement, and/or restoration shall be borne by Operator.
- C. The requirements imposed upon Operator shall extend to any subcontractor or independent contractor that Operator might employ to perform the tasks outlined in this Section.
- D. Provided, however, Operator has the authority to diligently trim trees of a private property owner (including a subscriber) which overhang or intrude into rights-of-way or easements, but only to the extent necessary to prevent the branches of the trees from coming in contact with Operator's cable television facilities.

Section 22. Service Requests, Complaints, and Response Times.

- A. Except in times of a natural or man-made emergency, or an appointment scheduled with the mutual consent of a subscriber, Operator shall respond to the service requests and complaints of subscribers within thirty-six (36) hours after the need for service becomes known. Moreover, except in emergency situations, Operator shall inform the customer whether the service call is scheduled for the morning, afternoon, or evening hours. If the service call has to be canceled or rearranged, unless the subscriber decides otherwise, Operator shall make every effort to notify the customer as soon as possible, and to re-schedule the service call.
- B. Operator may rank other service calls in order of severity. Total outages will take precedence over area outages, area outages take precedence over a single home; and a

multichannel problem takes precedence over a single channel problem.

Section 23. Operator Required to Maintain Sufficient Repair Parts and Sufficient Repair Personnel.

- A. Except in times of a natural or man-made emergency, Operator shall at all times, have access to, and be able to secure sufficient maintenance and repair parts and equipment for the system, so that Operator can respond to, and correct, all subscriber service interruptions within the time periods specified in this ordinance.
- B. Except in times of natural or man-made emergency, including severe weather conditions, or strike, Operator shall have sufficient maintenance and repair personnel, so that Operator can respond to, and correct, subscriber service interruptions within the time periods specified in this ordinance.
- C. Notwithstanding the other requirements and provisions contained in this Section, Operator shall maintain at least one (1) service technician on call twenty-four (24) hours per day.

Section 24. New Installations: Connections--Regular, Promotional, Seasonal, Short-Term, and Pay-Per-View: Re-Connections.

- A. During non-rush periods, new standard installations, promotional, short-term, or seasonal connections, re-connections, and upgrades of service by Operator shall be performed and completed within seven (7) days of a customer requesting such. A standard installation is one that is located within one hundred fifty (150) feet from the existing distribution system. During rush periods new installations, promotional, short-term, or seasonal connections, re-connections, and upgrades of service by Operator shall be performed and completed within fourteen (14) days of a customer requesting such, if cable is built to the home.

- B. While Operator may charge a customer for installing, connecting, or re-connecting service, such charge must be explained to customers.
- C. In the case of a promotional or seasonal connection, any limitations, or restrictions should be explained prior to the promotional or seasonal connection.
- D. Operator may charge an appropriate re-connection charge or require a security deposit, in those instances where a customer is re-connected after an involuntary disconnection for non-payment or a prior history of unsatisfactory payment.

Section 25. Disconnection for Non-Payment.

- A. A subscriber shall be considered delinquent in payment if payment is not made within ten (10) days after receipt of the bill. Operator shall not disconnect service prior to 30 days after a subscriber's receipt of the unpaid bill, however, Operator may charge a late fee for any payment which has not been made after the 10th day from receipt.
- B. Receipt of a dishonored check from a subscriber, in response to a written notice of disconnection, does not constitute payment, and the Operator need not give the subscriber further notice prior to disconnecting service.
- C. Operator may add a reasonable collection charge, subject to applicable state regulations to the subscriber's bill.

Section 26. Voluntary Disconnections and Downgrades.

- A. At any time, a subscriber, who does not have a separate contract with the Operator, may request that a particular service tier, pay channel, premium channel, informational service, or the entire service be disconnected.
- B. A subscriber may request a downgrade from a particular level of service to a less comprehensive level of service or a less expensive level of service.

- C. From the date that such a subscriber makes such a request for either a disconnection or downgrade, the Operator shall have ten (10) days to disconnect or downgrade the service tier, pay channel, premium channel, informational service, or entire service. In the event that Operator does not disconnect or downgrade service within this period, a subscriber's obligation to pay for such service shall cease, or in the case of a downgrade, a subscriber's obligation to pay for the more comprehensive and/or higher priced service shall cease ten (10) days from the date of the customer request.
- D. For a service tier, premium channel or informational service which is voluntarily disconnected, a subscriber shall pay a pro rata share of the monthly rate for such service tier, premium channel or informational service.
- E. Once a valid connection to a pay-per-view event occurs, the Operator may collect the full advertised or quoted rate should the customer then attempt to disconnect the pay-per-view event.
- F. Provided that Operator does not have to make a trip or add additional equipment to the subscriber's location to perform a change in service, no separate disconnect or downgrade charge may be passed onto a subscriber if it chooses to take advantage of a lower-priced or less comprehensive service tier. However, to prevent subscriber abuse of this voluntary disconnection or downgrade policy, a subscriber shall be charged a minimum one (1) month's full rate for any one (1) service tier which is connected and then subsequently disconnected.
- G. If Operator's equipment is, or has been damaged by a subscriber, prior to disconnection, then Operator may charge the subscriber with the entire cost for such damage, provided that Operator notifies the subscriber within thirty (30) days of the disconnection. A subscriber shall not be required to pay for equipment failure if the circumstances fall within the normal wear and tear guidelines.

H. Any refund due a subscriber after disconnection (both for non-payment and voluntary) shall be made within forty-five (45) days after such disconnection.

Section 27. Resolution of Complaints.

In the event of a subscriber billing or repair complaint, the complaint will be handled as follows:

1. Operator shall have the initial response to a complaint occur no later than one (1) service day after receipt of the complaint;
2. Every attempt will be made to resolve the complaint within seventy-two (72) hours or three (3) service days, whichever is longer, after receipt of the complaint.

Section 28. Continued Use of Individual Antennas Protected.

No person shall be required to receive cable service or to physically connect to the cable system.

Section 29. Construction of Good Quality.

During any phase of construction, installation, maintenance, and repair of the system, Operator shall use materials of good and durable quality and all such work shall be performed in a safe, thorough, and reliable manner. Such work shall comply with FCC and industry standards.

Section 30. Conditions on Use of Streets and Public Ways.

A. All wires, conduits, cable (coaxial, fiber, or functional equivalent), and other property and facilities of Operator shall be so located, constructed, installed, and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic and travel upon the streets, rights-of-way, easements, and public ways of the City.

- B. In the event Operator's system creates a hazardous or unsafe condition or an unreasonable interference with property, then at its own expense, Operator shall voluntarily, or upon the request of the City, remove that part of the system that creates the hazardous condition from the subject property.
- C. Operator shall protect rights-of-way, easements, and support or temporarily disconnect or relocate in the same street or other public way, any property of Operator when necessitated by reason of:
1. traffic conditions;
 2. public safety;
 3. a street closing;
 4. street construction or re-surfacing;
 5. change or establishment of street grade; or
 6. installation of sewers, drains, water pipes, storm drains, lift stations, force mains, power or signal lines.
- D. It shall be the responsibility of Operator, within 48 hours of the request (acting alone or in conjunction with another person) to locate and mark or otherwise visibly indicate and alert others to the location of its underground cable (coaxial, fiber or functional equivalent) before employees, agents, or independent contractors of any entity with a valid permit installs cable or digs in the marked-off area.

Any restoration expense or any damage caused to Operator's facilities resulting from the failure of an entity to have Operator's facilities located and marked or as a result of an entity constructing or digging in a location where Operator's facilities have been marked, will be the sole responsibility and liability of such entity who damaged Operator's facilities.

- E. Operator shall, on the request of any person holding a building moving permit, temporarily remove, raise or lower the cable wires to allow the moving of the building. The expense of temporary removal shall be paid by the person requesting it, and Operator may require payment in advance. Operator shall be given not less than twenty-one (21) days notice of a contemplated move to arrange for temporary wire changes.

Section 31. Construction Standards.

The methods of construction, installation, maintenance, and repair of the system shall comply and be consistent with good engineering practices for cable television systems of similar size and design, and consistent with FCC technical standards.

Section 32. Line Extension Policy.

- A. Operator shall extend service to any area within the City that has a density of twenty (20) household passings per mile of cable, or fractional equivalent thereof, as measured from the extremity of the trunk cable nearest the unserved area. Also, in such a case, a newly installed subscriber shall not be assessed or apportioned the cost for installation, except for the usual and normal connection fees paid by subscribers, so long as the system expansion is technically feasible.
- B. In areas where the density is below twenty (20) passings per mile of cable, homes may receive residential service if arrangements are made for cost-sharing of construction costs for service to that area. Operator shall use the following cost-sharing formula: Operator shall bear its pro-rata share of the then current cost per mile of plant construction based on a multiple of the actual number of potential residential subscribers per mile, divided by twenty (20) households per mile. Mileage will be measured from the nearest point on the nearest trunk line.
- C. Once the aforementioned density requirements are satisfied, the Operator shall be obligated to provide residential service to qualified areas within one hundred eighty (180) service days of a request. If construction is not completed within said one hundred eighty (180) days due to circumstances not under the control of Operator, Operator will not be in violation of this ordinance.

Section 33. Permits and Licenses.

Operator shall obtain, at its own expense, all permits and licenses required by law, rule, regulation, or ordinance, and

maintain the same, in full force and effect, for as long as required.

Section 34. Standby Power.

Within three (3) years of the effective date of this Ordinance, Operator shall install automatic, activated standby power on its trunk-cable and at its headends, hubs and receive-sites associated with the distribution of cable service to and throughout Smiths Grove.

Section 35. Emergency Alert/Emergency Override.

Operator shall comply with all Federal Emergency Alert requirements.

Section 36. Public Service Installation.

The Franchisee shall, without charge for installation, maintenance or service, make single installations at Smiths Grove City Hall.

All such public service installations shall be made at such reasonable locations as shall be requested by the respective units of government or educational institutions and shall include one addressable converter, without charge, per installation. Any charge for relocation of such installations shall, however, be charged at usual and customary fees. Additional installation at same location shall be made at usual and customary fees.

Section 37. Extent of Grant of Franchise.

- A. Operator may construct, erect, install, maintain, operate, repair, replace, remove, or restore a cable system within the geographical limits of the City.
- B. The cable system may be located in, upon, along, across, over, and under the streets, rights-of-way, easements, and public ways of the City.

- C. The cable system may be located on City owned poles at no charge.
- D. Operator, through a separate pole or utility easement agreement with an affected utility, may locate the cable system on, or within, the property of such utility company.

Section 38. Term of Franchise.

The term of this renewal franchise shall be fifteen (15) years from the effective date of this Ordinance. The rights and privileges granted by this Ordinance to Operator are not exclusive and nothing herein is intended to or shall be construed so as to prevent the City from granting other and similar rights, privileges and franchises to any other person, firm, association or corporation, provided, however, that such rights, privileges and franchises are no more favorable than those granted to Operator herein. Operator shall have the right to renew this franchise for a like term of fifteen (15) years, upon giving 90 days notice to the Authority, provided Operator is then in substantial compliance pursuant to the terms of this Ordinance. In the event Operator is not then in substantial compliance with the terms of this Ordinance, the Authority shall have the right to reasonably condition renewal on the Operator taking steps to cure existing defaults and providing necessary assurances of future compliance by the Operator.

Section 39. Franchise Fees.

- A. Operator shall pay to the City for the privilege and use of the streets, rights-of-way, easements, and public ways, and other facilities of the City in the operation of the system, and for the City's supervision thereof during the term of the franchise, a sum equal to three percent (3%) of the annual gross revenues as such term is defined in this Ordinance.
- B. Operator shall file with the City, within forty-five (45) days after the expiration of each of the Operator's fiscal quarters, a detailed revenue statement clearly showing the gross revenues received by Operator during the preceding quarter and certified by a certified public accountant or

officer of Operator attesting to the accuracy, completeness, and veracity of the revenue figures. Such statement shall include all revenues subject to the franchise fee from whatever source. Revenue will be reported by service category, type, and level showing computations and using incremental billing rates for all sources, levels, tiers, and types of service and other revenue sources of all kinds and types.

- C. Payment of the quarterly portion of the franchise fee shall be rendered to the City Treasurer's Office at the time the revenue statement is filed.
- D. Failure to make the required payment or to file the required reports shall be a material breach of this Ordinance which shall entitle the City to terminate the franchise if full payment plus interest and penalties are not paid by the franchisee within thirty (30) days of receipt of written notice.
- E. The City reserves the right to audit Operator's books, if the City deems it necessary. It is specifically understood, that the right of audit and re-computation of any, and all, amounts paid under a franchise fee, shall always be accorded to the City. Provided, however, that the City shall be bound by the results of any audit it performs or causes to be performed, except for instances involving fraud.
- F. If an audit, or other research discovers that franchise fees have been either underpaid or not paid for a period exceeding six (6) months from the original due date, then the City may seek full recovery of the underpaid, or non-paid fees plus interest not to exceed ten percent (10%) or the maximum allowable under State law (whichever is lesser). The payment of such underpaid amount plus such interest by Operator shall be deemed satisfactory and timely payment by Operator and shall not be deemed a default.
- G. All annual reports due and pertaining to the payment of franchise fees, will be certified by an officer of the Operator, and Operator shall maintain records used in the preparation of said report, to be produced in their

originality and totality upon request or demand by the Commission.

Section 40. Relief from this Ordinance.

- A. TKR may file a written petition, at any time, with the City seeking relief from one (1) or more provisions of this ordinance. The relief requested may specifically include the delay in implementation of one (1) or more provisions of this ordinance.
- B. So that no provider of multi-channel service (such as a wireless cable operator, competing cable operator, phone company, video dial tone provider, or direct broadcast satellite service) shall receive an unfair competitive advantage, Operator shall be entitled to relief from competition as follows. If a competing multi-channel service ("Competitor") is available to 50% or greater of the City then:
1. Operator's rates shall not be regulated or otherwise controlled, if the Competitor is not subject to municipal rate regulation.
 2. Operator shall have no greater channel capacity requirement than Competitor.
 3. Operator shall have no greater requirement to provide public, educational, or government access than Competitor.
 4. Operator shall have no greater responsibility to furnish reports than Competitor.
 5. Operator shall have no greater customer notification requirements than Competitor.
 6. The restrictions on Operator's billing practices shall be no greater than the restrictions placed on Competitor.
 7. Operator's customer service requirements shall be no greater than Competitor's.

8. Operator shall have no greater responsibility to provide institutional networks or data transmission facilities or interconnection than Competitor.
9. Operator shall have no greater responsibility to pay a franchise fee than Competitor.

Section 41. Assignment or Transfer of Franchise.

- A. Operator's franchise may not be assigned or transferred in whole, or in part, without the prior express written approval by the City.
- B. Any attempted assignment or transfer without such prior written consent shall constitute a default of such franchise.
- C. In the event of such a default, the City shall proceed according to the procedure set forth in this ordinance, and any applicable State or Federal law.
- D. Operator shall petition in writing for the City's written consent for a proposed assignment or transfer.
- E. The City will not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City may consider the following provided, however, that City will respond within 30 days:
 1. experience of proposed assignee or transferee (including conducting an investigation of proposed assignee or transferee's service record in other communities);
 2. qualifications of proposed assignee or transferee;
 3. financial ability and stability of the proposed assignee or transferee;
 4. the character of proposed assignee or transferee; and
 5. the corporate connection, if any, between the Operator, and proposed assignee or transferee.
- F. Notwithstanding the foregoing, no consent shall be required for the Operator to hypothecate or mortgage Operator's assets or in the case of corporate re-organization where control of the corporation does not change.

- A. When any event, act or omission (on the part of the Operator) occurs which represents a substantial violation of an integral provision of this ordinance, or materially compromises the corporate character, or legal, financial or technical integrity and/or stability of the system or the Operator to such a degree that the interests of the subscribers are negatively affected, then such event, act or omission may be considered a major breach of this ordinance. Under such circumstances, the City shall notify the Operator in writing, of the specific breach, and direct Operator to comply with all such provisions of this ordinance.
- B. Provided, however, where Operator satisfactorily corrects any of the enumerated conditions, within ninety (90) days from receipt of written notice, then in no event shall the enumerated condition be weighted against Operator in any subsequent review of franchise performance.
- C. Provided, however, that if the enumerated conditions cannot be corrected within ninety (90) days from written notice because of circumstances beyond Operator's control, then Operator shall not be deemed in violation of the franchise.
- D. Within seventy-five (75) days, after such written notice is delivered to Operator, the City shall conduct a public hearing on the matter.
- E. The City shall provide written notice to an Operator, and any surety, of the time and place of said public hearing.
- F. At the time of the hearing, the Operator may present information on the current status of the alleged breach of the franchise agreement. If the situation has been resolved, or steps are being taken to resolve the situation, then the Operator may present the information at the hearing.
- G. If the affected Operator fails to attend the hearing, and has not requested a continuance of the hearing, then Operator shall be deemed to have waived its right to a further

continuation of the matter, and may be declared in default of the franchise agreement.

- H. After the public hearing, the City may determine the Operator to be in compliance and dismiss the matter, or may determine that Operator has cured any non-compliance and thereby dismiss the matter. However, the City may determine that an ordinance violation exists and remains uncured. Consequently, upon a finding that Operator substantially violated an integral ordinance provision, or failed to cure a material outstanding ordinance violation, the City shall direct the Operator to take corrective action within a specified period of time, and thereafter, if Operator has not taken such corrective action, may revoke, terminate, or cancel the franchise, unless the Operator presents sufficient mitigating circumstances or the corrective action cannot be reasonably taken in the time allotted.
- I. When the City directs corrective action to take place within a specified time or declares Operator in default of the franchise agreement, that declaration shall be reduced to writing, and the notice of corrective action or default shall be delivered to such franchised Operator, and any surety, within fifteen (15) days of the City's action.
- J. If within sixty (60) days after the specified time for corrective action has expired, the Operator, or surety does not take significant action to rectify the breach, or submit a plan detailing how the Operator will eliminate the breach, then the City may revoke Operator's franchise, and shall notify the affected Operator, and surety forthwith, unless there are mitigating circumstances.
- K. Notwithstanding the above, should the City notify Operator of its intention to revoke, Operator shall have the right to sell its assets to an independent third party. The City will not unreasonably withhold its consent to such assignment and shall grant its consent pursuant to the "Assignment or Transfer" section of this franchise ordinance. Upon assignment of this franchise, pursuant to this revocation section, assignee shall receive a franchise in full force and effect, free of default, for the term remaining on assignor's

franchise. Provided, however, that such sale shall not relieve Operator of any liability for its default.

L. Notwithstanding any other provision of this franchise, it is the intent of the City not to subject the Operator to penalties, fines, forfeitures, or revocation of the franchise in any of the following instances:

1. In instances or for matters where a violation of the franchise by the Operator was unintentional and of de minimus effect on subscribers, the public or the City; or
2. Where there existed circumstances reasonably beyond the control of the Operator that precipitated a violation of the franchise, or were deemed to have prevented the Operator from complying with any term or condition of the franchise; or
3. Where there is no pattern of violation or occurrence of repeated violations of the same matter over time after notification by the City.

Section 43. Capacity of System.

- A. Operator and the City recognize that the need for channel capacity is in part related to the community's demand for video and non-video programming. Both the Authority and Operator also recognize that accurate prediction of this demand is very difficult and that micro-management as regards to system capacity of the franchise operations is not in the best interest of the City. Accordingly, a requirement for excess unused capacity will unnecessarily increase the cost of cable service while insufficient capacity will hinder the long term growth of the system. Within these parameters, however, Operator's system shall have sufficient capacity to meet community needs efficiently.
- B. Provided, however that cost to the Operator shall be taken into account should circumstances at that time cause Operator to not be able to justify expanding its system or programming services levels to the levels herein.

C. Thereafter, Operator shall expand the channel capacity of the system, within a reasonable period of time, so that it can meet all future cable related needs of the community for which the cable subscribers are willing to pay. The desirability of additional channels shall be determined by a joint survey conducted by the Operator and the City of a representative sample of the then existing cable subscribers. However, in no event shall Operator be required to expand the channel capacity of the system in an amount greater than the number of channels for which it can reasonably recover the cost of adding the channel capacity over the remaining life of the franchise.

Section 44. Timetable for Upgrade of Cable Television Distribution System

Within six months from the effective date of the franchise renewal, TKR will commence an upgrade of the cable distribution system. The upgrade of the cable television distribution system will proceed from the start date and be substantially completed within three (3) years. The upgrade will be deemed completed when 750 MHz bandwidth capacity is present at a directional tap (or similar device) available to all homes currently served by TKR within the franchise area. The time for completion shall be extended for acts of God, fire, lockout, strike or labor dispute, riot or civil commotion, war, or shortage of adequate materials or labor.

Section 45. Upgrade of Cable Television Distribution System

- A. The cable television distribution system will be upgraded utilizing fiber optic technology with advanced electronic and passive equipment to provide a downstream pass band of 750 MHz and an upstream pass band of at least 30 MHz.
- B. The distribution system architecture will be a hybrid fiber optic/coaxial cable broadband network designed in a fiber-to-the-serving-area and modified super-distribution configuration. A master Head-End will provide the source of all signals for the franchise area. the master Head-End may be connected to serving areas directly or provide signal to

local hubs which in turn would provide service to local serving areas. Fiber nodes will be deployed locally to increase reliability, improve signal quality, and divide the network into multiple serving areas.

- C. The Master Head-End and each hub location will utilize utility power for normal operations. A backup generator will be available in case of loss of utility power. Each node will be utility powered and may use battery backup standby power supplies. The node electronics may be powered from the super-distribution/feeder network.
- D. The system will be designed with the ability to pass a combination of standard NTSC analog television signals and digital signals on the forward passband. The system will be capable of bi-directional operation.

Section 46. Public, Educational, Governmental, and Leased Access.

- A. Operator shall make available sufficient channel capacity and the necessary electronics to provide:

At least one (1) non-commercial channel for public access for public, educational, religious, and governmental use. The above requirements do not require separate channels or a specific channel for the City--rather only, sufficient channel capacity to accommodate the minimal hourly requirements for access.

- B. Both the City and the Operator shall review use after every six (6) months, including the percentage of use of the access channel. At the end of each six (6) month period, the City shall evaluate the response and actual use of such channel. If, after any six (6) month period, the percentage of use for the required access channel drops below twenty-five percent (25%) of the total time allocated, then the required number of hours shall be reduced to a number that most closely approximates the average hours of use per day. If the City determines the average hours of use per day for the required access channel is less than four (4) hours, then the

requirement for that channel's availability shall cease, and Operator may use such channel for any lawful purpose.

- C. If, at any time, ninety percent (90%) of the total time allocated for any required access channel is consistently used five (5) days a week for a period of six (6) months, then Operator shall make available an additional access channel.
- D. Provided, however, that Operator shall not be required to delete any channel(s) carried on basic cable and the total number of channels reserved for access by the Operator shall not exceed five (5) access channels whose use shall be designated as follows:
1. Public Access
 2. Governmental Access
 3. Educational Access
 4. Higher Educational Access
 5. Religious Access

E. Public Access

TKR will make the Public Access channel available for use in accordance with the following Public Access Operating Rules during the period 11:00 a.m. to 8:00 p.m. Monday, Tuesday, Thursday, Friday and Wednesdays from 11:00 a.m. to 5:00 p.m., the channel's "cablecasting day." Public Access Operating Rules are attached as Attachment A.

F. Government Access

1. TKR shall provide channel capacity for use of the City of Smiths Grove. This channel shall be made available in order to increase the general public's awareness of local government by allowing for live or recorded coverage of City Commission and Fiscal Court meetings, planning commission meetings, special hearings, committee meetings, and discussions of independent boards and commissions. TKR shall provide, without charge to the City, the assistance, advice and technical aid necessary to provide maximum utilization of the governmental access channel for whatever needs arise.

2. The governmental access channel shall serve as a means for the Mayor and City Officials to communicate with the citizens of the City whenever they find it valuable. More specifically this channel shall be regularly used to provide the Smiths Grove Community with up to date public information regarding day to day operations of City, County, State and Federal governments.

G. Educational Access

TKR shall provide channel capacity for the use of public, private and special schools in the City of Bowling Green and Warren County during the period 3:00 - 7:00 p.m. Monday, Tuesday, Thursday and Friday and 3:00 - 5:00 p.m. on Wednesdays. In addition, TKR shall provide the technical assistance to the educational authorities and institutions within the City and County as may be necessary to develop educational programming for their channel. TKR shall also make its remote and studio program and studio program production equipment and facilities to the educational institutions within the City and County subject to the Educational Access Rules which are attached as Attachment B.

H. Higher Education Access

1. TKR shall provide channel capacity for use of Western Kentucky University as a Higher Education Access Channel.
2. The Higher Education access channel may be used for tutorial programs for the disadvantaged, development of Youth Arts, Summer Theater, Health Delivery programs, and Faculty Development Workshops and/or any other legitimate education use by Western Kentucky University and/or the higher educational institutions within the Bowling Green and Warren County area; subject to the educational access channel rules in Attachment B.
3. Proper content control shall be governed by the same rules as the Education Access Rules in Attachment B.

I. Religious Access

1. TKR shall provide channel capacity during the period of 8:30 a.m. - 8:00 p.m. Monday, Tuesday, Thursday and Friday, and 8:00 - 5:00 p.m. on Wednesday for religious cablecasting and offer this access channel to the churches and religious groups in the community. TKR may also train members of congregations in the city who wish to tape or show live church services, choir performances, prayer meetings or other church activities.
 2. This channel capacity may be used by any religious group or institution on a first come, non-discriminatory basis, subject to time availability and access channel rules in Attachment A.
 3. Although the religious access channel may be used without charge to the particular religious group or institution using this channel, TKR may make a reasonable charge for the use of its access or local origination remote or studio program production equipment and facilities.
 4. Program Content Control shall be governed by the Public Access Rules in Attachment A.
- J. Only the first showing of any program and only video programming should be counted for the purpose of determining the hours of channel usage.
- K. Operator will comply with federal regulations requiring the provision of leased access channels.
- L. Operator shall be permitted to provide non-access programming on any of the above channels during any period such channel is not used for access programming.

Section 47. Miscellaneous Provisions--Tampering and Unauthorized Reception of Certain Services.

- A. No person shall intercept or receive, or assist in intercepting or receiving, any communications service offered over a cable system, unless specifically authorized to do so

by Operator, or as may otherwise be specifically authorized by law.

- B. For the purpose of this Section, the term "assist in intercepting or receiving" shall include the manufacture or distribution of equipment intended by the manufacturer or distributor, as the case may be, for the unauthorized reception of service.
- C. Without securing permission from Operator, or making payment to Operator, then no person shall be authorized to make any connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the cable system for the purpose of receiving or intercepting, or assisting others to receive or intercept any cable service provided lawfully by Operator.
- D. No person shall be authorized to willfully tamper with, remove, or damage any cable, wires, equipment, or facilities used for the distribution of cable services.
- E. Violation of Sub Section (1) above may be prosecuted under Federal, State and/or Local Law.

Section 48. Equal Employment Opportunity.

Operator shall comply in all respects with the Federal Communications Commission regulations governing equal employment opportunity. Furthermore, the company shall comply with all other applicable government regulations whether federal, state, or local.

Equal opportunity in employment shall be afforded to all qualified persons, and no person shall be discriminated against because of race, color, religion, national origin, handicap, sex, or age.

Section 49. Nature of Ordinance.

This "Ordinance" is a franchise to TKR and may not be unilaterally amended.

Section 50. Effective Date.

Adopted: 10-23-25

Approved: James R. Hilly
Mayor Chairman of Board of Commissions

Attest: Dorothy G. Neal
City Clerk

Confidential