

COMMONWEALTH OF KENTUCKY  
COUNTY OF MASON

Ordinance No. 2020- 03

**AN ORDINANCE GRANTING LIMESTONE CABLE VISION, INC. A KENTUCKY CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO ACQUIRE, CONSTRUCT, MAINTAIN, AND OPERATE IN THE COUNTY ROADS AND PUBLIC PLACES OF THE COUNTY OF MASON, COMMONWEALTH OF KENTUCKY, A COMMUNITY TELEVISION RECEPTION AND DISTRIBUTION SYSTEM FOR THE DISTRIBUTION OF TELEVISION SIGNALS AND IMPULSES TO THE INHABITANTS OF THE COUNTY OF MASON AND FOR OTHER PURPOSES.**

Summary

This Ordinance grants Limestone Cable Vision, Inc. ("Limestone") its successors and assigns, a fifteen year franchise commencing on June 16, 2020, with right of renewal for an additional fifteen year term after public hearing to identify future cable-related community needs and interests and to review performance and adequacy of this franchise Ordinance, for the operation of a cable television system in the public ways and places of Mason County outside of incorporated cities. Limestone is not required to serve areas having a density of less than fifty houses per road mile. Limestone must operate in compliance with federal and Kentucky law and indemnify the County against liability, restore public areas after construction work, provide efficient and prompt service, inform subscribers of service procedures, maintain a local business office, make its facilities available for emergency use, and furnish free service to the offices of Mason Fiscal Court and Mason County Emergency Management. The effective date of this Ordinance is 13 September 2020.

WHEREAS, the Fiscal Court of Mason County, Kentucky, deems it a convenience and for the public welfare to have a television distribution system for the inhabitants of Mason County and

WHEREAS, Limestone Cable Vision, Inc. has completed extension of energized trunk cable throughout a substantial portion of the franchise area fully consistent with the needs and interests of the citizens of Mason County; and

WHEREAS, the Fiscal Court of Mason County has approved the legal, character, financial, technical, and other qualifications of Limestone Cable Vision, Inc., and the adequacy and feasibility of its construction arrangements as part of a full public proceeding affording due process in compliance with the federal Cable Communications Policy Act of 1984 as amended by the Cable Television Consumer Protection and Competition Act of 1992.

NOW THEREFORE, BE IT ORDAINED by the Fiscal Court of the County of Mason, Commonwealth of Kentucky, as follows:

**Section 1.** Limestone Cable Vision, Inc. (hereinafter called "**Grantee**"), a Kentucky corporation, licensed and authorized to do business in the Commonwealth of Kentucky, its successors and assigns, is hereby granted the right, privilege, franchise and authority (the "**Franchise**") to acquire, construct, maintain and operate in, above, under, across and along the roads, thoroughfares, bridges and public places, as the same are now existing or may hereafter be laid out, of Mason County, Commonwealth of Kentucky (the "**County**"), a community television reception and distribution system ("**CATV System**") for the distribution of television signals and impulses whether by means of overhead or underground conductors, with all necessary or desirable appurtenances and appliances, for the purposes of distributing television signals and impulses to the inhabitants of the County, and to persons, firms, corporations, associations and other activities, beyond the limits thereof, for which television signals or impulses are now or may hereafter be used for the distribution of such television signals and impulses within, through and across the said County.

**Section 2.** The Franchise and the rights herein granted shall take effect and be in force from and after the expiration on 15 June 2023 of the previous CATV System franchise granted unto Grantee by Ordinance No. 2005-06 adopted on 13 September 2005 by the Fiscal Court of Mason County (hereinafter called "**Grantor**") and upon filing of acceptance by the Grantee with the Mason County Clerk, and shall continue in force and effect for a term of fifteen years thereafter. The Franchise may be renewed for an additional fifteen year period following a full public proceeding affording due process, including a public hearing to identify future cable-related community needs and interests and to review the Grantee's performance and the adequacy of this Ordinance.

**Section 3.** The poles, lines, appurtenances and appliances of said CATV System shall be located with due regard for, and so as not to interfere with the proper use of the County streets, roads, and other public places.

**Section 4.** The Grantee shall design, construct, operate, and maintain its CATV System in a manner consistent with this Franchise and in conformity with all applicable state and federal laws and regulations, and the Grantor and Grantee will abide by all applicable federal and Kentucky laws and regulations governing CATV Systems. The Grantee shall not be required to provide CATV System service to any area having a density of less than fifty homes per road mile.

**Section 5.** The Grantee shall save the Grantor harmless from any and all liability arising in any way from carelessness or negligence in the construction, maintenance, or operation of said CATV System.

**Section 6.** Whenever the Grantee shall begin the construction of any lines or the installation of any equipment, it shall promptly and diligently prosecute the work to completion and leave the roads or other public places where such work is done in as good condition of repair as the same were before such work was commenced.

**Section 7.** Grantee may assign its rights under this Franchise after thirty days written notice to Grantor. Whenever in this Ordinance either the Grantor or the Grantee is referred to, they shall both be deemed to include the respective successors or assigns of either, and all the rights, privileges and obligations herein contained, by or on behalf of the Grantee, shall be binding upon and enure to the benefit of the respective successors or assigns of the Grantor, or of the Grantee, whether so expressed or not. The Grantor reserves the right to require information concerning prior history of any assignee's CATV operations and current financial condition of assignee or beneficial owner or parent company of assignee and to interview any assignee or successor to Grantee's rights under this Franchise for the purpose of informing such assignee or successor franchisee of its obligations hereunder and for the purpose of ascertaining its ability to provide CATV service comparable to the Grantee's then service. The Grantor may revoke the

rights under this Franchise of any such assignee or successor franchisee for failure to abide by the terms hereof, provided that the Grantor shall first give written notice of such failure and the franchisee shall have reasonable opportunity to contest or cure such failure.

**Section 8.**

(a) During the term of this Franchise, the Grantee will maintain a local business office in Maysville, Kentucky, with a publicly listed toll-free telephone number to receive complaints regarding quality of service, equipment malfunctions, and similar matters. The office shall be open to receive inquiries or complaints from subscribers during normal business hours, Monday through Friday.

(b) The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

(c) The Grantee will respond to all non-emergency service requests and complaints within five days of receipt.

(d) The Grantee will respond to all CATV System outages and/or emergencies within forty-eight hours.

(e) The Grantee shall by appropriate means, such as a card or brochure, as subscribers are connected or reconnected to the CATV System, furnish information concerning the procedures for making inquiries and/or complaints, including the name, address, and toll-free telephone number of the Grantee.

(f) The equipment installed by the Grantee in the subscribers' homes shall remain the property of the Grantee and shall be subject to reasonable inspection and service by the Grantee

at reasonable hours, and to removal upon non-payment or termination of CATV System service.

**Section 9.** It is the intention of the Grantor that the provisions of this Franchise are severable, and the validity of any section, subsection, clause, or provision of this Franchise shall not affect or impair the validity of any other part of this Franchise which can be given effect without the invalid part or parts.

**Section 10.** During any public emergency or disaster, the Grantee shall upon request of the Grantor make available its facilities for emergency use. If the Grantor wishes to operate a Civil Emergency Alert System on a plan that is mutually acceptable to the Grantor and the Grantee and provides the Grantee with the necessary equipment for such a system, the Grantee will allow its CATV system to be used.

**Section 11.** The Grantee shall furnish, without charge for installation, maintenance, or service, one basic service distribution connection to the offices of Mason Fiscal Court in the old Mason County Courthouse building and the office of Mason County Emergency Management in Maysville, Kentucky. No monthly service charge shall be made for distribution of the Grantee's signals for the Fiscal Court connection. If additional connections are needed in the future, Grantee will provide up to 10 cable connections and one internet connection at locations to be determined by Grantor at premises owned by Grantor or leased for full time County governmental offices or facilities.

**Section 12.** This Ordinance is adopted in accordance with KRS Chapter 67 and shall be published by Summary in accordance with KRS 424.130 (1) and otherwise as required by law.

**Section 13.** The effective date of this Ordinance is 13 September 2020.

ADOPTED BY THE FISCAL COURT OF MASON COUNTY, KENTUCKY, after publication  
by Summary on July 25 2020, first reading on July 14 2020, and second reading on  
August 11 2020.

MASON COUNTY FISCAL COURT

By Joseph P. Pfeffer  
Joseph P. Pfeffer, Judge/Executive

Attest:

By Stephanie G. Schumacher  
Stephanie G. Schumacher, Clerk

CERTIFICATE OF CLERK OF FISCAL COURT

The undersigned hereby certifies that she is the duly appointed Clerk of the Fiscal Court of Mason County, Commonwealth of Kentucky; that she is the official custodian of the records of the Fiscal Court; that the attached 6 pages constitute a true and complete copy of Ordinance No. 2020-03 as adopted by the Fiscal Court on September 13, 2005 and as recorded in the official Ordinance records and minutes of proceedings of the Fiscal Court; and that said Ordinance has not been modified by subsequent action of the Fiscal Court, and is now in full force and effect as of this 11 August 2020.

  
Stephanie G. Schumacher, Clerk