



AGENDA

- 1. CALL TO ORDER BY MAYOR KEVIN COTTON**
- 2. PLEDGE OF ALLEGIANCE**
- 3. INVOCATION**
- 4. ROLL CALL**
- 5. APPROVAL OF MINUTES**
 - A. Minutes of July 15, 2024
- 6. APPROVAL OF BILLS AND PAYROLL**
 - A. Bills and Payroll
- 7. DEPARTMENT REPORTS**
 - A. Business License Report
- 8. Council Committee Report**
- 9. EXECUTIVE ORDERS**
 - A. Appointment of Sara Lutz to the Madisonville Hopkins County Public Library Board
- 10. NEW BUSINESS**
 - A. Resolutions
 - A. Public Comments - Operation of a cable system with Charter Communications

Resolution approving the franchise agreement between the City of Madisonville and Charter Communications
 - B. Surplus property: Sanitation Equipment
 - C. Surplus Property: Electric Equipment
 - B. Item for Discussion
 - A. Permission to close Court Street for Trunk or Treat & Car Show
- 11. ADJOURNMENT**



MINUTES

1. **CALL TO ORDER BY MAYOR KEVIN COTTON**

2. **PLEDGE OF ALLEGIANCE**

3. **INVOCATION**

Council Member Tony Space

4. **ROLL CALL**

Present: Council Member Misty Cavanaugh, Council Member Tony Space, Council Member Adam Townsend, City Council Member Larry Noffsinger, Council Member Frank Stevenson, Council Member Chad Menser

Absent:

5. **APPROVAL OF MINUTES**

A. Minutes of July 1, 2024

RESULT: Approval of minutes of July 1, 2024

MOVER: City Council Member Larry Noffsinger

SECONDER: Council Member Tony Space

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

6. **APPROVAL OF BILLS AND PAYROLL**

A. Bills and Payroll

RESULT: Approval of Bills and Payroll

MOVER: Council Member Frank Stevenson

SECONDER: City Council Member Larry Noffsinger

AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser

NOES: None

ABSTAIN: None

7. **Announcements & Recognition**

- A. Proclamation - Baptist Health Deaconess Pathway to Excellence
- B. Madisonville Police Department Recognition

8. DEPARTMENT REPORTS

- A. Fire Department Report
- B. Police Department Report

9. NEW BUSINESS

- A. Municipal Orders

- A. Re-appointment of Tanya Bowman to the City of Madisonville Board of Ethics - Municipal Order 2024-16

RESULT: Approval of re-appointment of Tanya Bowman to Ethics Board
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- B. Re-appointment of Debbie Allen to the Tree Board - Municipal Order 2024-17

RESULT: Approval of re-appointment of Debbie Allen to Tree Board
MOVER: Council Member Adam Townsend
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

- B. Executive Orders

- A. Re-appointments of Mark Metcalfe and Jimmy Riddle to the Airport Board - Executive Order 2024-3
 - B. Appointment of Kent Waide to Hopkins County Joint Planning Commission - Executive Order 2024-4

C. Resolutions

A. Resolution to declare 25 acres as surplus property

RESULT: Approval to declare the 25 acres as surplus property
MOVER: Council Member Frank Stevenson
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

B. Resolution to authorize the Mayor or designee to sign all necessary paperwork for a real estate sale and purchase agreement.

RESULT: Approval to authorize Mayor to sign all necessary paperwork for the Real Estate Sale and Purchase Agreement with Kentucky Municipal Energy Agency
MOVER: Council Member Tony Space
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

C. Resolution of the City of Madisonville accepting the Grant, approving the Grant Assistance Agreement and authorizing a representative to sign all related documents

RESULT: Approval to accept the Grant for Madisonville Fire Department
MOVER: City Council Member Larry Noffsinger
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

D. Resolution of the City of Madisonville, Kentucky accepting Thornberry Drive into the City's street system for both ownership and maintenance

RESULT: Approval of accepting Thornberry Drive
MOVER: City Council Member Larry Noffsinger
SECONDER: Council Member Frank Stevenson
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

D. Closed Session: Pursuant to KRS 61.810(1) (b) for discussions concerning deliberations on the future acquisition or sale of real property when publicity

would be likely to affect the value of the property.

RESULT: Approval to go in closed session
MOVER: Council Member Frank Stevenson
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

RESULT: Approval to come out of closed session
MOVER: Council Member Adam Noffsinger
SECONDER: City Council Member Larry Noffsinger
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

10. ADJOURNMENT

RESULT: Adjourn
MOVER: Council Member Adam Townsend
SECONDER: Council Member Tony Space
AYES: Misty Cavanaugh, Tony Space, Adam Townsend, Larry Noffsinger, Frank Stevenson, Chad Menser
NOES: None
ABSTAIN: None

	A	B	C	E
1			Bills and Payroll for Council Meeting 08/5/24	
2	Co#	Bank#	Fund Name	
3	100	1	General Fund	\$ 258,074.84
4				\$ 121,028.43
5				\$ 103,449.48
6				
7			Total General Fund	\$ 482,552.75
8	190	7	Sanitation	\$ 47,203.56
9				\$ 61,038.17
10				\$ 265,708.91
11				
12			Total Sanitation	\$ 373,950.64
13	200	7	Electric/Utility Office	\$ 259,439.50
14				\$ 73,021.13
15				\$ 67,107.86
16				
17			Total Electric/Utility Office	\$ 399,568.49
18	210	6	Water and Filter	\$ 253,958.84
19				\$ 60,358.38
20				\$ 83,532.01
21				
22			Total Water Filter	\$ 397,849.23
23		7	Waste Water Collection and Treatment	\$ 96,419.25
24				\$ 228,953.15
25				\$ 13,970.48
26				
27			Total Wastewater Collection and Treatment	\$ 339,342.88
28				
29				
30	Co#	Dept #	Department Name	Amount
31	100	Various	Governmental	\$ 53,574
32	100	2100	Police	\$ 147,629
33	100	2300	Fire	\$ 157,864
34	100	3300	Transportation	\$ 31,659
35	100	5000	Cemetery	\$ 5,421
36	100	7000	Park	\$ 26,604
37	190	3100	Sanitation	\$ 47,328
38		3200	Maintenance Garage	\$ 9,483
39	200	1000/4500	Light Fund	\$ 97,868
40	200	2000	Wastewater Treatment	\$ 20,364
41	200	2001	Wastewater Collection	\$ 33,440
42	200	4700/4600	Water and Filter	\$ 59,370
43		330/6000	Madisonville Sports	\$ 5,152
44			Total Payroll	\$ 695,756
45				
46			Number of Employees Paid August 2, 2024	
47			See next page	

CMP	DEPT	NAME	DATE	TOTAL	FULL	PART
100	1100	ELECTED OFFICIALS	8/02/24	7	1	6
100	1200	ADMINISTRATION	8/02/24	6	6	
100	1400	FINANCE	8/02/24	6	5	1
100	1500	CITY CLERK	8/02/24	5	4	1
100	1600	AIRPORT	8/02/24	5	4	1
100	1700	ZONING	8/02/24	2	2	
100	1800	HUMAN RESOURCES	8/02/24	6	4	2
100	2100	POLICE DEPT-MADISONVILLE	8/02/24	51	47	4
100	2150	POLICE FICA	8/02/24	3	2	1
100	2151	DISPATCH	8/02/24	15	15	
100	2200	ALCOHOLIC BEVERAGE CONTROL	8/02/24	1		1
100	2300	FIRE DEPT-MADISONVILLE	8/02/24	66	66	
100	2350	FIRE FICA/NON HAZARDOUS	8/02/24	1	1	
100	3300	TRANSPORTATION DEPT	8/02/24	19	18	1
100	5000	CEMETERY DEPARTMENT	8/02/24	3	3	
100	7000	PARK DEPARTMENT	8/02/24	22	10	12
100	7100	POOL EMPLOYEES	8/02/24	9		9
100	7200	MAHR PARK	8/02/24	11	6	5
190	3100	SANITATION DEPARTMENT	8/02/24	28	28	
195	3200	MAINTENANCE GARAGE	8/02/24	5	5	
200	1000	UTILITY OFFICE	8/02/24	15	15	
200	4500	LIGHT DISTRIBUTION DEPT	8/02/24	21	21	
210	2000	WASTEWATER TREATMENT	8/02/24	8	8	
210	2001	WASTEWATER COLLECTION	8/02/24	18	18	
210	2002	ENGINEERING & STORMWATER	8/02/24	8	6	2
211	4600	FILTER DEPARTMENT	8/02/24	12	12	
211	4700	WATER DEPARTMENT	8/02/24	19	19	
330	6000	MADISONVILLE SPORTS COMPLEX	8/02/24	2	2	
		Totals		374	328	46

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	7,018.50	.00	.00	7,018.50
100	1200	ADMINISTRATION	16,870.55	28.28	.00	16,898.83
100	1400	FINANCE	14,782.72	100.26	.00	14,882.98
100	1500	CITY CLERK	9,243.48	.00	.00	9,243.48
100	1700	ZONING	4,188.61	.00	.00	4,188.61
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	1,341.15	.00	.00	1,341.15
		Total Government	53,445.01	128.54	.00	53,573.55
100	2100	POLICE DEPT-MADISO	123,489.33	18,323.79	.00	141,813.12
100	2150	POLICE FICA	4,987.26	828.12	.00	5,815.38
		Total Police	128,476.59	19,151.91	.00	147,628.50
100	2300	FIRE DEPT-MADISONV	100,450.63	48,534.21	7,422.35	156,407.19
100	2350	FIRE FICA/NON HAZA	1,456.80	.00	.00	1,456.80
		Total Fire	101,907.43	48,534.21	7,422.35	157,863.99
100	3300	TRANSPORTATION DEP	31,202.84	455.80	.00	31,658.64
		Total Transportati	31,202.84	455.80	.00	31,658.64
100	5000	CEMETERY DEPARTMEN	4,826.40	595.08	.00	5,421.48
		Total Cemetery	4,826.40	595.08	.00	5,421.48
100	7000	PARK DEPARTMENT	22,235.02	1,282.74	.00	23,517.76
100	7100	POOL EMPLOYEES	3,028.66	57.94	.00	3,086.60
		Total Park	25,263.68	1,340.68	.00	26,604.36
190	3100	SANITATION DEPARTM	46,762.22	565.84	.00	47,328.06
		Total Sanitation	46,762.22	565.84	.00	47,328.06
195	3200	MAINTENANCE GARAGE	9,203.59	279.76	.00	9,483.35
		Total Maintenance	9,203.59	279.76	.00	9,483.35
200	1000	UTILITY OFFICE	27,260.63	849.30	.00	28,109.93
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	67,541.45	2,216.65	.00	69,758.10
		Total Utility Offi	94,802.08	3,065.95	.00	97,868.03
210	2000	WASTEWATER TREATME	19,951.79	412.24	.00	20,364.03
210	2001	WASTEWATER COLLECT	32,049.64	1,390.43	.00	33,440.07
		Total Wastewater T	52,001.43	1,802.67	.00	53,804.10
211	4600	FILTER DEPARTMENT	20,227.01	2,572.26	.00	22,799.27
211	4700	WATER DEPARTMENT	34,004.13	2,566.17	.00	36,570.30
		Total Water	54,231.14	5,138.43	.00	59,369.57
330	6000	MADISONVILLE SPORT	5,151.91	.00	.00	5,151.91
		Total Sports Comp	5,151.91	.00	.00	5,151.91
		Grand Totals	607,274.32	81,058.87	7,422.35	695,755.54

CMP	DEPT	NAME	REGULAR	OVERTIME	SPC-OVT	TOTAL
100	1100	ELECTED OFFICIALS	.00	.00	.00	.00
100	1200	ADMINISTRATION	86.76	1.25	.00	88.01
100	1400	FINANCE	160.69	3.00	.00	163.69
100	1500	CITY CLERK	137.08	.00	.00	137.08
100	1700	ZONING	70.25	.00	.00	70.25
100	1900	CITY ENGINEER	.00	.00	.00	.00
100	2200	ALCOHOLIC BEVERAGE	.00	.00	.00	.00
		Total Government	454.78	4.25	.00	459.03
100	2100	POLICE DEPT-MADISO	3,755.50	382.25	.00	4,137.75
100	2150	POLICE FICA	217.25	23.00	.00	240.25
		Total Police	3,972.75	405.25	.00	4,378.00
100	2300	FIRE DEPT-MADISONV	5,040.00	1,926.00	265.25	7,231.25
100	2350	FIRE FICA/NON HAZA	80.00	.00	.00	80.00
		Total Fire	5,120.00	1,926.00	265.25	7,311.25
100	3300	TRANSPORTATION DEP	1,555.56	16.25	.00	1,571.81
		Total Transportati	1,555.56	16.25	.00	1,571.81
100	5000	CEMETERY DEPARTMEN	173.33	25.25	.00	198.58
		Total Cemetery	173.33	25.25	.00	198.58
100	7000	PARK DEPARTMENT	1,075.62	51.75	.00	1,127.37
100	7100	POOL EMPLOYEES	287.50	3.75	.00	291.25
		Total Park	1,363.12	55.50	.00	1,418.62
190	3100	SANITATION DEPARTM	2,142.67	18.25	.00	2,160.92
		Total Sanitation	2,142.67	18.25	.00	2,160.92
195	3200	MAINTENANCE GARAGE	418.94	7.75	.00	426.69
		Total Maintenance	418.94	7.75	.00	426.69
200	1000	UTILITY OFFICE	919.66	32.25	.00	951.91
200	1001	METER READING	.00	.00	.00	.00
200	4500	LIGHT DISTRIBUTION	1,622.63	34.75	.00	1,657.38
		Total Utility Offi	2,542.29	67.00	.00	2,609.29
210	2000	WASTEWATER TREATME	602.12	11.50	.00	613.62
210	2001	WASTEWATER COLLECT	1,307.72	43.75	.00	1,351.47
		Total Wastewater T	1,909.84	55.25	.00	1,965.09
211	4600	FILTER DEPARTMENT	883.39	72.50	.00	955.89
211	4700	WATER DEPARTMENT	1,388.25	74.00	.00	1,462.25
		Total Water	2,271.64	146.50	.00	2,418.14
330	6000	MADISONVILLE SPORT	.00	.00	.00	.00
		Total Sports Comp	.00	.00	.00	.00
		Grand Totals	21,924.92	2,727.25	265.25	24,917.42

START-DT	NAME	DBA
7/01/24	DAN DALACH MONROE 1000 TERNES DR MI 48162	BACKYARD STORAGE SOLUTIONS
7/01/24	MIKE SCHAUB LEXINGTON 2350 WOODHILL DR STE 10 KY 40509	DBA INSTANT SIGNS
7/01/24	STEVE ALBERT BOWLING GREEN 7248 OLD GREENHILL RD KY 42103	PELICAN'S SNOBALLS
7/01/24	WHITNEY A PARKS MADISONVILLE 3406 BROWN RD KY 42431	EVOLVED ENTERPRISES, LLC
7/01/24	MATHEW FULKERSON NEWBURGH 4199 COUNTRY RIDGE DR DE IN 47630	FULKERSON TILE LLC
7/01/24	HEATHER SOMAN CANFIELD 21 CANTERBURY CT OH 44406	CANTERBURY CREATIVE
7/01/24	JEFF BOYERS EVANSVILLE 12 W EICHEL AVE APT A IN 47710	JACK B NIBBLE
7/31/24	PARRIS PETHY HOPKINSVILLE 106 E PARKVIEW DR KY 42240	PALATE JUNKIES
7/01/24	ROBERT CASPER CROWN POINT 930 HUB CT IN 46307	ADVANCED CLIMATE SOLUTIONS LLC
7/01/24	JORDON MAYO GOODLETTSVILLE 125 GLANCY ST TN 37072	NATIONAL FIRE AND SAFETY LLC
7/01/24	ASHLEY PERDUE MADISONVILLE 120 MITCHELL DR KY 42431	LITTLE BITTY DONUTS
7/01/24	YOUR HAPPY HEALTHY, LLC LYONS 97 MOOSE RD CO 80540	SIDE BY SIDE NUTRITION
7/01/24	GREGORY WILKES NORTONVILLE 210 RED HILL ROAD KY 42442	G AND T GENERAL SERVICES LLC
7/01/24	BEN BRASSEUR EARTH CITY 50 ATHLETIC WAY MO 63045	DBA JOHNSTONE SUPPLY
7/12/24	KENNETH MYERS MADISONVILLE 3055 EARLINGTON RD KY 42431	BUILD IT BROTHERS CONSTRUCTION
7/24/24	MICHAEL SARDO KNOXVILLE 10521 RESEARCH DR STE 100 TN 37932	RENEW SOLAR OF TENNESSEE
7/15/24	DEBRA HUDGINS MADISONVILLE 962 CHICKASAW DR KY 42431	NATURE'S CREATIONS
7/16/24	TONNETTE J HUSKEY MADISONVILLE 443 WEST NOEL AVE KY 42431	SAFTY FIRST

START-DT	NAME	DBA
7/16/24	E J HATTON DAWSON SPRINGS 311 HAMBY AVE KY 42408	PAWS PAWS PERFECTLY IMPERFECT CRAFT
7/16/24	DANIEL VANDIVER NORTONVILLE 1951 RED HILL RD KY 42442	RED HILL FARM LLC
7/18/24	JAMES WILLETS AND TIA MADDOX MADISONVILLE 1031 BELL DR KY 42431	PRECISION PROPERTIES MAINTENANCE AN
7/01/24	OMNI FAMILY OF SERVICES NASHVILLE 301 S PERIMETER PARK DR STE 200 TN 37211	OMNI FAMILY OF SERVICES KENTUCKY IN
7/26/24	JORDAN VINCENT GRAHAM 445 ARNETT LN KY 42344	VINCO CONSTRUCTION
7/25/24	HUNTER GOSSETT MADISONVILLE 3465 CHUR DR KY 42431	GOSSETT AUTO TINTING & ENHANCEMENT
7/26/24	MEGAN BELILES GREENVILLE 334 COLLEGE ST KY 42345	SUGAR CLOUD
7/29/24	JEREMY HAMMACK MADISONVILLE 15 MULLENIX PYLE RD KY 42431	A+ WASHING & MORE
7/29/24	JOHN BORCHERT DACATUR 3440 VALLEY AVE SUITE F AL 35603	JOHN BORCHERT

**CITY OF MADISONVILLE
OFFICE OF THE MAYOR
EXECUTIVE ORDER 2024-4**

**EXECUTIVE ORDER RELATING TO THE APPOINTMENT OF SARA LUTZ TO THE
MADISONVILLE-HOPKINS COUNTY PUBLIC LIBRARY BOARD**

KNOW ALL MEN BY THESE PRESENTS:

That, Kevin Cotton, Mayor of the City of Madisonville, Kentucky pursuant to the authority vested in him by applicable law **DOES HEREBY ORDER** as follows:

- 1) That Sara Lutz shall be, and hereby is appointed to the Madisonville-Hopkins County Public Library Board.
- 2) That the term of Sara Lutz shall be for the term of four (4) years ending on August 1, 2028.
- 3) That Sara Lutz shall serve in accordance with the Laws of the United States of America and the Commonwealth of Kentucky, and the ordinances of the City of Madisonville.
- 4) That this order become effective the 1st day of August, 2024.

This the 5th day of August, 2024.

Kevin Cotton, Mayor

ATTEST:

Kim Blue, City Clerk

**CITY OF MADISONVILLE
RESOLUTION R-2024-26**

RESOLUTION OF THE CITY OF MADISONVILLE, KENTUCKY APPROVING THE FRANCHISE AGREEMENT BETWEEN CITY OF MADISONVILLE AND CHARTER COMMUNICATIONS AND AUTHORIZING THE MAYOR TO SIGN THE FRANCHISE AGREEMENT.

WHEREAS, the City of Madisonville, Kentucky awarded a non-exclusive franchise agreement to Madisonville Cablevision Company on October 15, 1981;

WHEREAS, the current agreement has expired and Time Warner Cable Midwest LLC, locally known as Charter Communications has presented a new franchise agreement attached as Exhibit A.

WHEREAS, the City Council agrees to enter into the Franchise Agreement for a term of ten years with an automatic extension for an additional five years. The franchise fee shall be in an amount equal to five (5%) percent of the annual gross revenues of Charter Communications.

NOW, THEREFORE, BE IT RESOLVED on this 5th day of August, 2024 the City of Madisonville, Kentucky authorizes that the Mayor shall sign the Franchise Agreement with Time Warner Cable Midwest, LLC locally known as Charter Communications.

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the City of Madisonville, Kentucky, hereinafter referred to as the “Grantor” and Time Warner Cable Midwest LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

***NOW, THEREFORE**, the Grantor and Grantee agree as follows:*

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “*Council*” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Commonwealth” shall mean the Commonwealth of Kentucky.
- F. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- G. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- H. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- I. “Franchise Area” shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- J. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. “Service Area” shall mean the area described in subsection 6.1 hereto.
- L. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from the point of connection to Grantee’s existing distribution system Grantee’s existing distribution system.
- M. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- N. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2

Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or Commonwealth law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term *of ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.12. This Franchise will be automatically extended for an additional term of five (5) years, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise. If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

4.2 Insurance.

- A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

- B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.
- C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5

Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6

Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area"). Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property

owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7

Construction and Technical Standards

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

SECTION 8

Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional

poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee’s Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys’ fees and costs.

SECTION 9 **Service and Rates**

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee’s rights under Section 15.2 of this Franchise.

SECTION 10

Franchise Fee

10.1 Franchise Fee. If at any time Kentucky law is changed, either by legislation or by judicial decision, to allow Grantor to collect franchise fees, Grantor may provide written notice to Grantee of its intent to begin collecting franchise fees under this section. The franchise fee shall be in an amount equal to five percent (5%) of Grantee's annual Gross Revenues. The first payment period for the franchise fee to be paid under this section shall commence ninety (90) days after Grantee's receipt of Grantor's written notice, but no sooner than ninety (90) days after the effective date of such change in law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

10.2 Gross Revenues. "Gross Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Service Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and the FCC user fee; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

10.3 Payment Schedule. Franchise fee payments due Grantor under this section shall be calculated on an annual basis. Grantee agrees to pay franchise fees to Grantor on a quarterly basis, within forty-five (45) days of the close of each calendar quarter.

10.4 Pass Through. Grantee may pass franchise fees through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.5 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

SECTION 11

Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has

not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12

Records

12.1 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by Commonwealth and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

SECTION 13

Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the *Council* shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the *Council* shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The

decision of the *Council* shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the *Council de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

13.4 Enforcement. Subject to applicable federal and Commonwealth law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14 **Miscellaneous Provisions**

14.1 Compliance with Laws. Grantor and Grantee shall conform to all applicable Commonwealth and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

14.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other Commonwealth or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, Commonwealth or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

15.5 Equal Protection. If any other provider or carrier of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other Commonwealth or federal governmental entity to provide such services using facilities located wholly or partly in the Streets, and if the material obligations applicable to Grantee with respect to [(1) the area served; (2) public, educational, or governmental access requirements; (3) franchise fees (4) customer service, (5) complimentary service to public buildings, (6) dispute resolution or (7) records and reports] are more burdensome or less favorable than those imposed on the competing operator, then upon thirty (30) days prior written notice to the Grantor, Grantee shall have the right to elect, to the extent consistent with applicable law to either:

- (i) modify this Franchise to incorporate the less burdensome or more favorable material terms or condition imposed by Grantor on any competitive operator; or
- (ii) to notify the Grantor that the Grantee elects to immediately commence the renewal process under 47 U.S.C. § 546 and to have the remaining term of this Franchise shortened to not more than thirty (30) months; or
- (iii) to terminate this Franchise and take in its place the same franchise agreement of the competing operator authorized by the Grantor.

Notwithstanding any other provision of this Agreement, if a change in Commonwealth or federal law eliminates the requirements for any entity desiring to construct, operate or maintain a Cable System in the Franchise Area to obtain a Franchise from the Grantor, Grantee shall have the right to terminate this Agreement and operate the Cable System under the terms and conditions established by applicable Commonwealth or federal law.

The Grantor and the Grantee agree that any undertakings that relate to the renewal of the Grantee's Franchise with the Grantor under Section 15.5(ii) above shall be subject to the provisions of Section 626 of the Cable Act or any such successor statute. Nothing in this Franchise shall impair the right of the Grantor or Grantee to seek other remedies available under law.

14.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to Commonwealth or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

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

Grantor: Mayor
City of Madisonville
67 North Main Street
Madisonville, Kentucky 42431

Email:

Grantee: Carla Sandusky
Director, State Government Affairs
5026 S. Hwy. 27
Somerset, Kentucky 42501
Email: carla.sandusky@charter.com

Copy to: Charter Communications
Attn: VP Local Government Affairs and
Franchising
601 Massachusetts Ave. NW
Ste. 400 W
Washington DC 20001-5369

14.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.8.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

14.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.11 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.12 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

14.13 No Third Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this ____ day of _____, 2024.

CITY OF MADISONVILLE, KENTUCKY

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 2024, subject to applicable federal, Commonwealth and local law.

Spectrum Mid-America, LLC
By: Charter Communications, Inc., Its Manager

Signature: _____

Name/Title: _____

**CITY OF MADISONVILLE
RESOLUTION 2024-27**

RESOLUTION TO DECLARE EQUIPMENT AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville Sanitation Department owns equipment that is no longer being used.

WHEREAS, the City of Madisonville requests to dispose of the following equipment:

- Baler is a Marathon Baler, Model V603CHD; Serial Number 41603899
- PRC Can Pre-Crusher for Aluminum Cans, Model #PRC-7.5; Serial #7311-21
- Paper Shredder, Ameri-Shred Corp., Model #AMS-750, Serial #3001003-A

by means appropriate according to KRS 82.083.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: the Baler; Pre-Crusher and Paper Shredder are now declared as surplus property and the City is authorized to dispose of the equipment by means according to KRS 82.083

**CITY OF MADISONVILLE
RESOLUTION 2024-28**

RESOLUTION TO DECLARE EQUIPMENT AS SURPLUS PROPERTY

WHEREAS, the City of Madisonville Electric Department owns equipment as shown on Exhibit A and is no longer being used.

WHEREAS, the City of Madisonville requests to dispose of the equipment by means appropriate according to KRS 82.083.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS: The equipment shown on Exhibit A is now declared as surplus property and the City is authorized to dispose of the equipment by means according to KRS 82.083

Exhibit A -
Items To Surplus

Part #	Qty on Hand	\$ Value
1522	9	\$182.43
Jan-37	2	\$7.40
Jan-39	4	\$14.00
31015	46	\$98.06
31140	44	\$497.20
10-Jan	6	\$17.34
89955	6	\$21.00
310808	45	\$218.01
10boot	2	\$37.90
15/16amr3ert320	1	\$305.00
15s/16s amr 320	6	\$1,680.00
46s amr	1	\$1,128.00
51065T	69	\$259.44
5411-CI-21	15	\$222.00
5601-22	12	\$296.64
5641-2	6	\$412.69
6416-2T	151	\$426.69
6425-2t	101	\$380.60
6429-2t	27	\$276.75
6724-2T	18	\$246.24
6725-2t	13	\$215.88
B100	26	\$357.34
BR Term 1/0-500	14	\$359.37
C150S55	64	\$640.25
C250s50	46	\$394.97
C400s51	29	\$423.19
cc259	219	\$96.45
Clevis Thimble	51	\$146.37
CO200	16	\$1,889.82
Deadend Loop	13	\$58.37
Décor Lte H/O	2	\$1,960.00
Décor Lte H/O U	4	\$120.00
Décor Lte Lens	2	\$926.63
EV1 2S CI200 AMR	22	\$5,382.14
EV1 2S CL320 AMR	2	\$480.00
EV4 4S AMR	11	\$2,684.00
Flag 36 long	7	\$41.68
Fuse Block	4	\$380.00
GB-119	12	\$329.23
Glove Bag HV	2	\$60.40
jbc15000	4	\$679.22
Lantern LED	3	\$600.00
Litebox Battery	1	\$21.33
Locknut Steel 1	54	\$9.52
Locknut steel 2	85	\$25.05

Exhibit A -
Items To Surplus

locknut steel1/2	131	\$10.42
PCJ1F11220	14	\$252.48
Red Demand	2000	\$266.51
SCC3634	3	\$135.91
SRC266	17	\$200.59
Strut nut 1/4s	10	\$2.61
Strut nut 1/4s	51	\$68.13
tat10	6	\$163.20
TAV463	5	\$113.50
TEE BR 500-2	15	\$150.00
Tenon Mnt	1	\$65.00
Term Par 250-500	11	\$308.00
Threadless Conn1	6	\$25.86
Yellow Demand	2000	\$451.11
		\$27,221.92

Permission for Trunk or Treat & Car Show

Matt Allen has requested permission to have a Trunk or Treat and Car Show on Court Street on October 26, 2024 2:00 p.m. to 6:00 p.m. Request permission to block the street starting at 8:00 a.m. on October 26th.

