## CABLE FRANCHISE AGREEMENT BETWEEN CITY OF NORWOOD YOUNG AMERICA AND MEDIACOM MINNESOTA LLC

**ORDINANCE NO. 308**

**AN ORDINANCE GRANTING A FRANCHISE TO MEDIACOM MINNESOTA LLC TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE TELEVISION SYSTEM IN THE CITY OF NORWOOD YOUNG AMERICA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS**

**Section 1. Short Title and Definitions**

* 1. ***Short Title.*** This Franchise Agreement may be known and cited as the Mediacom Franchise.
  2. ***Definitions.*** For purposes of this Franchise Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory. The word “may” is directory and discretionary and not mandatory.

1. “Applicable Law” means any local law, or federal or state statute, law, regulation, or other final legal authority governing any of the matters addressed in this Franchise Agreement.
2. “Basic Cable Service” means any service tier of Cable Service which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b) (7).
3. “Cable Act” means Title VI of the Cable Act of 1934, as amended.
4. “Cable Communications Service” or “Cable Service” means:
   1. the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and
   2. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
5. “Cable Communications System” or “Cable System” or “System” means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide Cable Service which includes video programming and other services and which is provided to Subscribers within the Service Area.
6. “City” means the City of Norwood Young America, a municipal corporation, in the State of Minnesota, acting by and through its City Council.
7. “City Code” means the Municipal Code of Norwood Young America, Minnesota.
8. “City Council” means the Norwood Young America, Minnesota City Council.
9. “Class IV Cable Communications Channel” means a signaling path provided by a Cable Communications System to transmit signals of any type from a Subscriber terminal to another point in the System.
10. “Converter” means an electronic device which converts signals to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all signals included in the service subscribed for.
11. “Drop” means the cable that connects the ground block on the Subscriber’s residence to the nearest feeder cable of the System.
12. “Expanded Basic Service” refers to the next tier of service above the Basic Cable Service tier excluding premium or pay-per-view services.
13. “FCC” means the Federal Communications Commission and any legally appointed, designated, or elected agent or successor.
14. “Franchise” means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546) issued by the City, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other facilities to provide Cable Service or video programming.
15. “Franchise Fee” means any tax, fee, or assessment of any kind imposed by a franchising authority or other governmental entity on a cable operator or cable subscriber, or both, solely because of their status as such, consistent with terms set forth in Section 8 of this Agreement.
16. “Grantee” means Mediacom Minnesota LLC, a Minnesota limited liability company, its agents and employees, lawful successors, transferees, or assignees.
17. “Gross Revenues” means any and all revenue derived by Grantee from the or in connection with the operation of the Cable System to provide Cable Services in the City. Gross Revenues shall include, by way of example but not limitation, revenues from Basic Cable Service, Expanded Cable Service, all Cable Service fees, premium, pay-per-view, pay television, late fees, guides, home shopping revenue, installation and reconnection fees, upgrade and downgrade fees, advertising revenue, equipment rental fees, and lockout device fees. Gross Revenues shall not include refundable deposits, bad debt, investment income, capital contributions in aid of construction, and revenue derived from the delivery of data or other telecommunications services, franchise fees, PEG access grants, PEG access compensation recovery, nor any taxes, fees, or assessments of general applicability imposed or assessed by any governmental entity. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with generally accepted accounting principles.
18. “Installation” means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.
19. “Lockout Device” means an optional mechanical or electrical accessory to a Subscriber’s terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communications System.
20. “Non-voice Return Communications” means the provision of appropriate system design techniques with the installation of cable and amplifiers suitable for the subsequent insertion of necessary non-voice communication electronic modules.
21. “Normal Business Hours” means those hours during which most similar businesses in the City are open to serve customers. In all cases, “Normal Business Hours” shall include some evening hours, and least one night per week, and/or some weekend hours.
22. “Normal Operating Conditions” mean those Service conditions which are within the control of the Grantee. Those conditions which are not within the control of the Grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Grantee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade to the Cable System. Normal Operating Conditions as defined herein shall not be inconsistent with the definitions set forth in 47 C.F.R. § 76.309
23. “PEG” means public, educational, and governmental. Reference to “access channels” shall mean “PEG access channels.”
24. “Person” is any individual, firm, partnership, limited liability entity or partnership, association, trust, corporation, company, or other legal entity.
25. “Public Way” shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, lane, public way, drive, circle, or other public rights-of-way, including, but not limited to, public utility easements, dedicated utility strips, or other rights-of-way.
26. “Service Area” means the entire geographic area that is within the City limits as it is now constituted or may in the future be constituted due to annexation of adjacent areas.
27. “Service Interruption” means the loss of picture or sound on one or more cable channels.
28. “Standard Installation” means any residential installation which can be completed using a Drop of 150 feet or less.

bb) “Street” means any street, alley, other land or waterway, dedicated or commonly used for utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate, or permit the location of facilities other than those of the City. “Street” shall not include any real or personal City property that is not specifically described in the previous sentence and shall not include City buildings, fixtures, and other structures or improvements, regardless of whether they are situated in the public right-of-way.

cc) “Subscriber” means any Person who lawfully receives Cable Communications Service.

In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means the lessee, tenant, or occupant.

## Section 2. Scope of Franchise

* 1. ***Grant of Franchise.*** The City hereby grants to Grantee, a nonexclusive Franchise to install, construct, operate, and maintain a Cable System to provide Cable Services under such terms and conditions as are set forth in this Franchise. The Grantee specifically agrees to comply with the lawful provisions of the City Code and applicable regulations of the City. This franchise does not grant Grantee any right of eminent domain.
  2. ***Franchise Area.*** . Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee’s existing System where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the connection point to Grantee’s System, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing

The City authorizes the Grantee to occupy or use the Streets subject to (A) the provisions of this Franchise Agreement to provide Cable Services within the City; and (B) all provisions of the City Code. Notwithstanding the above grant to use the Streets, no Street shall be used by the Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Street was created, dedicated, and exists, or with the present use of the Street.

* 1. ***Service Discrimination Prohibited.*** Grantee is prohibited from denying access to Cable Service to any group of potential residential cable Subscribers because of the income of the residents of the local area in which such group resides. Grantee shall not discriminate among Subscribers and potential Subscribers to Cable Service. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person’s financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice to the extent permitted under applicable law.
  2. ***Reservation of City Right-of-Way Rights.*** Nothing in this Franchise shall deprive the City of any rights or privilege to exercise its police powers in the regulation and control of the use of the rights-of-way. Nothing in this Franchise shall prevent the City from constructing, maintaining, or repairing any City right-of-way, or public work or improvement in the City’s right-of-way. All such work shall be done, insofar as practicable, so as not to obstruct, injure, or prevent the use and operation of Grantee’s Cable System. However, if any of the Grantee’s System will interfere with the construction, maintenance, or repair of any City right-of-way or public work or improvement in the City’s rights-of-way, at its own expense the Grantee shall remove or relocate its System as the City directs except that the City may not discriminate among telecommunication rights-of-way users. Should the Grantee fail to remove, adjust, or relocate its Facilities by the date established by the City’s written notice to Grantee, the City may effect such removal, adjustment, or relocation and recover the cost thereof from the Grantee, including all costs and expenses incurred by the City due to Grantee’s delay. Throughout this Franchise Agreement, the term “public rights-of-way” or “rights-of-way” shall have the meaning set forth in Minnesota Statutes section 237.163. If there is a conflict in language between this Franchise Agreement and a local ordinance regulating the use of public rights-of-way, the terms of this Franchise Agreement shall prevail.
  3. ***Rules of Grantee.*** The Grantee shall have the authority to promulgate such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise Agreement and to assure uninterrupted service to each and all of its Subscribers, provided that such rules, regulations, terms, and conditions shall not be in conflict with provisions hereto, City Code, or other applicable law.
  4. ***Competitive Equity.*** Notwithstanding anything else in this Franchise, if, during this Franchise Agreement’s term, any laws, rules, regulations, or governmental authorization would allow a provider of multi-channel video programming or equivalent in the City’s rights-of-way to provide multi-channel video programming or equivalent under less burdensome regulations or regulatory structure than Grantee is operating under, the Franchise Agreement shall be amended to reflect such changes, upon Grantee’s written request.
  5. ***Complimentary Service to City.*** At no charge to the City, the Grantee shall provide Basic Cable Service to the following City entities located within 150 feet of the cable plant: City Hall, Public Library, Sheriff’s Deputy Office, Public Works Building, and Public Utilities Building.
  6. ***Emergency Use by City.*** At all times during the term of this Franchise Agreement, the Grantee shall provide and maintain an Emergency Alert System (“EAS”) consistent with applicable federal law and regulation including 47 C.F.R., Part 11, and any applicable State or County Emergency Alert System Plan. In the case of an emergency or disaster, the Grantee shall, at the request of the City, make its System available to the City for providing information to the public regarding the emergency or disaster. The City shall have the authority to test the system and if the system fails to perform, the Grantee shall immediately make all repairs, at Grantee’s sole cost, and shall retest the system to demonstrate compliance. Except to the extent expressly prohibited by law, and except to the extent a claim is alleged to be caused in whole or in part by the negligent or wrongful act of Grantee or an agent or employee of Grantee, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys’ fees and costs.
  7. ***Non-Waiver.*** Grantee shall not be relieved of its obligations to comply, promptly and completely, with any provision of the Franchise Agreement by reason of any failure of the City to promptly enforce compliance with this Franchise Agreement, nor does the City waive or limit any of its rights under this Franchise Agreement by reason of such failure or neglect.

## Section 3. Construction Standards

### Construction Codes and Permits.

1. Pursuant to applicable local law, the Grantee shall obtain all necessary permits from the City before commencing construction on its Cable Communications System, including the opening or disturbance of a Street, sidewalk, driveway, or public place. The Grantee shall strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to the construction, operation, or maintenance of the System in the City and give due consideration at all times to the aesthetics of the property. In the event that Grantee fails to meet the conditions of such a permit, the City may seek remedies under this Franchise Agreement.

1. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise Agreement and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise Agreement and applicable provisions of local, state, and federal law. In the event that the Grantee fails to meet the conditions of any permit, the City may seek remedies pursuant to this Franchise Agreement or applicable local or state law.
   1. ***Repair of Streets and Property.*** Any and all Streets, public infrastructure, private infrastructure, utilities, rights-of way, public property, or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, or reconstruction of the System shall be promptly and fullyrestored, replaced, reconstructed, or repaired by the Grantee, at its expense, to a condition as required by the City Code or if no standard is included in the City Code, to a condition as good as that prevailing prior to Grantee’s work, as approved by the City in the case of Streets and other public property. If the Grantee shall fail to promptly perform the restoration required herein, the City shall have the right to put the Streets, public infrastructure, private infrastructure, utilities, rights-of-way, public property, or private property back into good condition at the Grantee’s expense.

### Conditions on Street Use.

1. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating, and/or altering any Street; constructing, laying down, repairing, maintaining, or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
2. All System transmission and distribution structures, lines, and equipment erected by the Grantee within the City shall be located so as not to obstruct or interfere with the proper use of Streets, alleys, and other public ways and places, and to cause minimum interference with the rights of property owners who abut any of the said Streets, alleys, and other public ways and places, and not to interfere with existing public utility installations. The Grantee shall furnish to and file with the City Administrator the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities, and, upon request, the Grantee shall file with the City updates of such maps, plats, and permanent records annually if changes have been made in the System.

Upon the City’s written request the Grantee shall provide a complete set of maps showing the routing of the Cable System plant and facilities in the Streets, but excluding detail on proprietary electronics or other proprietary information that is related to the Grantee’s specific design of the Cable System contained therein and Subscriber Drops. The maps shall be provided in an electronic format acceptable to the City without the Grantee incurring unreasonable expense. The Grantee shall also provide plant map updates on a biannual basis in the event that additional plant has been constructed during that period.

1. If at any time during the period of this Franchise the City shall elect to vacate, alter, or change the grade or location of any Street, alley, or other public way, the Grantee shall, at its own expense, upon reasonable notice by the City, remove and relocate System fixtures, and in each instance comply with the standards and specifications of the City. If the City provides reimbursement to other occupants of the Street, the Grantee shall be likewise reimbursed in accordance with the City’s procedures and guidelines.
2. The Grantee shall not place System fixtures above or below ground where the same will interfere with any gas, electric, telephone, water, or other utility fixtures and all such System fixtures placed in any Street shall be so placed as to comply with all requirements of the City.

1. The Grantee shall, on request of any Person holding a moving permit issued by the City, temporarily move its fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee may require payment in advance and shall be given not less than ten -business (10) days advance notice to arrange for such temporary changes.
2. Nothing contained in this Franchise Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee’s facilities.

### Undergrounding of Lines.

1. In all areas of the City where all other utility lines are placed underground, the Grantee shall construct and install its cables, wires, and other facilities underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe.
2. The Grantee shall be granted access to any easements granted to a public utility, municipal utility, or utility district in any areas annexed by the City or new developments.

### Safety Requirement.

1. The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.
2. The Grantee shall install and maintain its System fixtures and other equipment in accordance with the applicable requirements of the National Electric Safety Code and all FCC, state, and local regulations, and in such manner that they will not interfere with any installations of the City or of any public utility serving the City.
3. All System structures and all System lines, equipment, and connections in, over, under, and upon the Streets, sidewalks, alleys, and public ways and places of the City, wherever situated or located, shall at all times be kept and maintained by the Grantee in good condition, order, and repair so that the same shall not be menace or endanger the life or property of any Person.

### Multiple Dwelling Unity (“MDU”) Installations.

1. The Grantee shall comply with applicable federal and state law in installing and maintaining equipment and wiring serving residents of MDUs and shall, to the extent required by such laws, accommodate the residents’ ability to choose among competing providers of Cable Services, without interference or unreasonable delay.
2. The Grantee shall provide access to wiring leads controlled by a lockbox or similar device to another Grantee within twenty-four (24) hours of receipt of notice that said access is required. The Grantee reserves the right to impose reasonable security precautions on access to its property and its Cable System.

## Section 4. Design Provisions

### Minimum Channel Capacity.

1. The Grantee shall provide a System utilizing equipment which is capable of delivering at least eighty (80) channels of programming.
2. All programming decisions remain the sole discretion of the Grantee. Grantee shall notify the City and Subscribers in writing prior to any channel additions, deletions, or realignments. Written notice should be provided at least thirty (30) days prior to any channel additions, deletions, or realignments.
   1. ***Operation and Maintenance of System.*** The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice in accordance with Section 6 herein and shall occur during periods of minimum use of the System.
   2. ***Technical Standards.*** The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Communications Systems pursuant to the FCC’s rules and regulations found at 47 U.S.C. §§ 76.601 – 76.617, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. Violation of applicable standards is subject to penalties contained in Section 9.4.
   3. ***FCC Reports.*** The results of tests required to be filed by the Grantee with the FCC shall be provided to the City upon request.
   4. ***Nonvoice Return Capability.*** Grantee is required to use cable and electronics having the technical capacity for Nonvoice Return Communications.
   5. ***Lockout Device.*** Upon the request of a Subscriber, the Grantee shall provide by sale or lease a Lockout Device.

## Section 5. State Mandated Franchise Terms

### General Provisions.

1. **Compliance with Minnesota Statutes.** It shall be unlawful for any Person to construct, operate, or maintain a Cable Communications System in the City unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid cable communications franchise. This Franchise shall comply with all provisions contained in Minnesota Statutes Chapter 238, and as amended.
2. **Conformance with State and Federal Laws and Rules.** If any federal or state law or regulation shall require or permit the City or the Grantee to perform any service or act or shall prohibit the City or the Grantee from performing any service or act which may be in conflict with the terms of this Franchise, then as soon as possible following knowledge thereof, either party shall notify the other of the point in conflict believed to exist between such law or regulation. The Grantee and the City shall conform to state laws and rules regarding cable communications not later than one year after they become effective, unless otherwise stated, and shall conform to federal laws and regulations regarding cable as they become effective.
3. **Franchise Term.** This Franchise shall commence on the Effective Date and Terminate on the date fifteen (15) years after the Effective Date. Any subsequent renewal term of the Franchise shall be limited to not more than fifteen (15) years each. The City shall approve this Franchise through the passage of an ordinance by the City Council and approval of the Mayor, which shall be published in accordance with applicable local and Minnesota law. Within thirty (30) days after enactment of the ordinance granting approval of the Franchise, Grantee shall signify its acceptance of this Franchise Agreement by executing a written acceptance of this Franchise. The effective date of the Franchise will be October 1, 2018.
4. **Nonexclusive Franchise.** This Franchise shall be nonexclusive. The City considers it to be in the public interest that residents of the City have alternatives in service and providers, and intends by granting this and other franchises and by the terms hereof to foster fair competition among providers and to inhibit anti-competitive practice by the Grantee and other providers. The City has granted a similar franchise to another Cable Service provider. The City reserves the right to grant a similar franchise to another Cable Service provider at any time during the period of this Franchise, consistent with Minnesota Statutes section 238.08, subdivision 1(b) and 47 U.S.C. § 541. Grantee acknowledges and accepts the existence of one or more competing providers of Cable Services in the City, and agrees to compete fairly and to refrain from engaging in anti- competitive practices.
5. **Franchise Transfer.** No sale or transfer of the franchise or sale or transfer of stock so as to create a new controlling interest under Minnesota Statutes section 238.083 shall occur without the approval of the City, conditioned that the sale or transfer is completed consistent with Minnesota Statues section 238.083. Said approval shall not be required where the Grantee grants a security interest in its Franchise and assets to secure an indebtedness.

The City shall have thirty (30) days from the receipt of the request and all applicable exhibits to reply in writing and indicate approval of the request or its determination that a public hearing is necessary due to potential adverse effect on the Grantee’s Subscribers resulting from the sale or transfer. If a public hearing is deemed necessary, such hearing shall be commenced within sixty (60) days of such determination and notice of any such hearing shall be given in accordance with local law or fourteen (14) days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the City. The notice shall contain the date, time, and place of the hearing and shall briefly state the substance of the action to be considered by the City.

Within one hundred twenty (120) days of receipt of transfer request, unless the Grantee agrees to an extension of time, the City shall approve or deny in writing the sale or transfer request. The City shall set forth in writing with particularity its reason(s) for denying approval. The City shall not unreasonably withhold its approval.

The parties to the sale or transfer of the Franchise only, without the inclusion of the System in which substantial construction has commenced, shall establish that the sale or transfer of only the Franchise will be in the public interest. In no event shall a transfer or assignment of ownership be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

If allowed under state and federal law, Grantee shall pay all of the City's reasonable costs in reviewing and acting upon a transfer application. If the Cable Communications System is offered for sale, the parties shall comply with any lawful requirements of applicable law regarding the City’s right to purchase the Cable System. The City shall have the right of first refusal of any bona fide offer to purchase the System.

1. **Audit.** The City shall have the right to audit the Grantee’s accounting and financial records required to calculate the City’s franchise fees upon reasonable notice; provided, however, that any such inspection shall take place within four (4) years from the date the City receives the payment, after which period any such payment shall be considered final.
2. **Public Inspection.** The Grantee shall make available for public inspection: (1) the current Subscriber charges; (2) the length and terms of residential Subscriber contracts; and (3) the procedure by which Subscriber charges are established, unless such a provision is contrary to state or federal law.
3. **Franchise Administration**. The City shall notify Grantee of the office or officer of the City responsible for the continuing administration of the Franchise. The administrator or other City designees shall have continuing regulatory jurisdiction and supervision over the System and the Grantee’s operation under the Franchise Agreement. The City may issue such reasonable rules and regulations concerning the construction, operation, and maintenance of the System as are consistent with the provisions of the Franchise Agreement and law.
4. **Indemnification.** The Grantee shall indemnify, defend, and hold harmless the City, its officers, boards, commissions, councils, elected officials, agents, and employees (collectively the “Indemnitees”) during the term of the Franchise Agreement from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee’s construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys’ fees and costs.

In order for the City to assert its rights to be indemnified, defended, and held harmless, the City must with respect to each claim:

* 1. Promptly notify the Grantee in writing of any claim or legal proceeding which gives rise to such right;
  2. Afford the Grantee the opportunity to participate in and fully control any compromise, settlement, or other resolution or disposition of any claim or proceeding; and
  3. Fully cooperate with reasonable requests of the Grantee, at the Grantee’s expense, in its participation in, and control, compromise, settlement, or resolution or other disposition of such claim or proceeding.

It shall be the obligation of the Grantee to promptly notify the City of any pending or threatened litigation that would be likely to adversely affect the City.

1. **Insurance.** The Grantee shall carry insurance, and provide to the City original insurance certificates signed by insurance agent designating the City and its officers, boards, commissions, councils, elected officials, agents, and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section, to protect the Grantee and the City from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of the loss, injury, claim, or damage, in the following amounts:
   1. Commercial General Liability insurance with limits of at least $1,500,000 for personal injury or death of any one Person, $3,000,000 for personal injury or death of two or more Persons in any one occurrence, $1,500,000 for property damage to any one Person, and $1,500,000 for property damage resulting from any one act or occurrence.
   2. Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least $500,000 per accident.
   3. The Grantee shall also carry insurance to protect it from all claims under workers’ compensation laws in effect that may be applicable to it in the following amounts: Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least $100,000 each accident,

$500,000 disease - policy limit and $100,000 disease for each employee.

Insurance required must remain in effect for the entire term of the agreement. Insurance secured by the Grantee shall be issued by insurance companies rated A or better by A.M. Best Company and admitted in Minnesota. If the Grantee self-insures, the Grantee shall certify annually that it has met all of the State of Minnesota requirements for self- insuring. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of the Grantee or for other reasons, except after thirty (30) days advance written notice has been provided to the City.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Grantee. Any policy deductibles or retention shall be the responsibility of the Grantee. The Grantee shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Grantee's interest or provide adequate coverage. Evidence of coverage is to be provided on an industry standard Insurance Certificate. A sixty (60) day written notice is required if the policy is canceled, not renewed, or materially changed. The Grantee shall require any of its subcontractors to comply with these provisions.

## Security.

* 1. At the time the Franchise agreement becomes effective and thereafter until the Grantee has liquidated all of its obligations with the City, the Grantee shall furnish an irrevocable and unconditional Standby Letter of Credit in an amount as the City reasonably deems to be adequate compensation for damages resulting from the Grantee’s nonperformance. The City may, from year to year and in its sole discretion, reduce the amount of the Letter of Credit.
  2. At the time of acceptance of this Franchise Agreement, the Grantee shall deliver to the City a cash deposit or an irrevocable and unconditional Standby Letter of Credit, in form and substance acceptable to the City, from a National or State bank approved by the City, in the amount of $10,000. Interest on the deposit shall accrue to the Grantee. In addition to the requirements of this Section and based upon the Grantee’s ongoing performance in restoring the City’s Streets in compliance with all permits issued by the City, the City reserves the right to impose additional security obligations upon the Grantee. The City may require the Grantee to provide a deposit in the form of a certified check, a surety bond, or corporate undertaking in favor of the City for any expense incurred by the City in repairing of damage to any portion of the City Streets caused by work performed under a permit.
  3. The Letter of Credit shall provide that funds will be paid to the City, upon written demand of the City, and in an amount reasonably determined by the City in payment for penalties charged pursuant to this Franchise Agreement, in payment for any monies owed by the Grantee to the City or any Person pursuant to its obligations under this Franchise Agreement, or in payment for any damage incurred by the City or any Person as a result of any acts or omissions by the Grantee pursuant to this Franchise Agreement. The City shall be permitted to take necessary action to collect on the security.
  4. At any time after thirty (30) days (or such longer reasonable time which, in the sole determination of the City, is necessary to cure the alleged violation) following receipt of notice as prescribed in Section 9.1, provided the Grantee remains in violation of one or more terms, conditions, or provisions of this Franchise Agreement, in the sole opinion of the City, the City may draw from the Letter of Credit all penalties and other monies due the City from the date of the local receipt of notice.
  5. Whenever the Letter of Credit is drawn upon, the Grantee may, within seven (7) days of such draw, notify the City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by the Grantee to the City shall specify with particularity the matters disputed by the Grantee. All penalties shall continue to accrue from the Letter of Credit during any appeal pursuant to this Section. The City shall hear the Grantee’s dispute within sixty (60) days and render a final decision within sixty (60) days thereafter. In the event the City determines that no violation has taken place, the City shall refund to the Grantee, with interest, all monies drawn from the Letter of Credit by reason of the alleged violation.
  6. If said Letter of Credit or any subsequent Letter of Credit delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise Agreement, it shall be renewed or replaced during the term of this Franchise Agreement to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise Agreement. The renewed or replaced Letter of Credit shall be in the same form and with a bank authorized herein and for the full amount stated in this Section.
  7. If the City draws upon the Letter of Credit or any subsequent Letter of Credit delivered pursuant hereto, in whole or in part, the Grantee shall replace or replenish to its full amount the same within ten (10) days and shall deliver to the City a like replacement Letter of Credit or certification of replenishment in the amount of $10,000 as a substitution of the previous Letter of Credit. This shall be a continuing obligation for any draws upon the Letter of Credit.
  8. If any Letter of Credit is not so replaced or replenished, the City may draw on said Letter of Credit for the whole amount thereof and use the proceeds for payment or performance of the obligations, duties, and responsibilities of the Grantee which are in default as the City determines in its sole discretion. The failure to replace or replenish any Letter of Credit may also, at the option of the City, be deemed a default by the Grantee under this Franchise Agreement. The drawing on the Letter of Credit by the City, and use of the money so obtained for payment or performance of the obligations, duties, and responsibilities of the Grantee which are in default, shall not be a waiver or release of such default.
  9. The collection by the City of any damages, monies, or penalties from the Letter of Credit shall not affect any other right or remedy available to the City, nor shall any act, or failure to act, by the City pursuant to this Letter of Credit, be deemed a waiver of any right of the City pursuant to this Franchise Agreement or otherwise.
  10. In addition to recovery of monies owed by Grantee to the City or any person or damages to the City or any Person as a result of any acts or omissions by the Grantee pursuant to this Franchise Agreement, the City in its sole discretion may charge to and collect from the Letter of Credit the penalties contained in Section 9. Each violation of this Section shall be considered a separate violation for which a separate penalty may be imposed.

1. **No Relief from Liability.** Nothing in the Franchise Agreement shall be construed so as to relieve a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee’s facilities while performing work connected with grading, regrading, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.
2. **Qualifications Reviewed.** The City considered and approved the Grantee’s technical ability, financial condition, and legal qualifications in a full public proceeding that afforded reasonable notice and a reasonable opportunity to be heard.
3. **System Capacity and Technical Design.** See Section 4.1.
4. **Permits.** See Section 3.
5. **Compliance with Code.** Wires, conduits, cable, and other property and facilities of the Grantee shall be located, constructed, installed, and maintained in compliance with applicable City Code and other local laws. The Grantee must keep and maintain its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the Streets and public places of the franchise area or endanger the life or property of any Person.
6. **Removal and Relocation.** Unless otherwise provided for by local law, the City and the Grantee shall establish a procedure in the franchise for the relocation or removal of the Grantee's wires, conduits, cables, and other property located in the Street, right-of-way, or public place whenever the City undertakes public improvements that affect the cable equipment except that the City may not discriminate among telecommunication rights-of-way users. All procedures completed under this provision shall comply with City Code.
7. **Compliance with FCC Technical Standards.** The Grantee shall comply at a minimum with the technical standards promulgated by the Federal Communications Commission relating to cable communications systems contained in subpart K of part 76 of the FCC’s rules and regulations relating to cable communications systems and found at 47 C.F.R. §§ 76.601 to 76.617, as amended. The results of tests required by the Federal Communications Commission shall be available for online review by the City within ten (10) days of filing such tests with the FCC.
8. **Cost of Special Testing.** The City may require special testing of a location or locations within the System if there is a particular matter of unresolved complaints regarding System construction, operations, signal quality, or installation work pertaining to such location(s). Such tests shall be limited to the particular matter in controversy. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to the Grantee or to the Subscribers of such testing.

Before ordering such test, Grantee shall be afforded thirty (30) days following receipt of written notice to investigate and, if necessary, correct problems or complaints upon which tests were ordered. The City shall meet with the Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, the City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by the City. In the event that special testing is required by the City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within the Grantee’s reasonable control. If the testing reveals the difficulties to be caused by factors which are beyond the Grantee’s reasonable control, then the cost of said test shall be borne by the City.

1. **Subscriber Privacy.** No signals of a Class IV Cable Communications channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. Grantee shall further comply with 47 U.S.C. § 551, which is incorporated herein by reference.
   1. No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of the Subscribers or lists that identify the viewing habits of Subscribers, may be sold or otherwise made available to any person other than to the company and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the company has received specific written authorization from the Subscriber to make the data available or unless said information is ordered by a court or subpoenaed;
   2. Written permission from the Subscriber shall not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to provision (t)(1) of this Section.
2. **Complaint Resolution Procedure.** See Section 6.
3. **Receipt of Complaints.** See Section 6. Grantee shall provide a customer complaint toll free telephone number to the City so that the City may provide this number to customers who request it.
4. **Franchise Termination.** The City has the right to revoke, terminate, or cancel the Franchise Agreement and the rights and privileges of the Franchise Agreement if the Grantee substantially violates a provision of the Franchise ordinance or agreement, attempts to evade the provisions of the Franchise ordinance or agreement, or practices fraud or deceit upon the City. The City shall provide the Grantee with a written notice of the cause for termination and its intention to terminate the Franchise Agreement and shall allow the Grantee a minimum of thirty (30) days after service of the notice in which to correct the violation. The City shall provide the Grantee with the basis for revocation, termination, or cancellation.

The Grantee shall be provided the right to a public hearing affording due process before the City Council prior to the effective date of revocation, termination, or cancellation, which public hearing shall follow the thirty (30) days written notice provided above. The City shall provide the Grantee with written notice of its decision together with written findings of fact supplementing said decision.

1. **Abandonment.** No Person operating a Cable Communications System, notwithstanding any provision in the Franchise Agreement, may abandon a Cable Communications System or a portion of it without having given ninety (90) days prior written notice to the City. No Person operating a Cable Communications System may abandon a Cable Communications System or a portion of it without compensating the City for damages resulting to it from the abandonment.
2. **Removal of Facilities**. Upon termination or forfeiture of the Franchise Agreement, unless otherwise required by applicable law, the Grantee shall remove its cable, wires, and appliances from the Streets, alleys, and other public places within the franchise area if the City so requests. In the event the Grantee fails to remove its cable, wires, and appliances from the Streets, alleys, and other public places within the franchise area within twelve (12) months after the City gave written demand for removal, the Grantee will be subject to the procedures of applicable local law and the City shall have the right to declare all right, title, and interest to the System to be in the City with all rights of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation by it pursuant to the provisions of 47 U.S.C. § 547.
3. **Access Channels.** The Grantee shall provide two (2) channels to be used for public, educational, or government programming.
   1. The Grantee shall provide to each of its subscribers who receive Cable Service offered on the system, reception on at least one specially designated access channel.
   2. The Grantee shall establish rules for the administration of Access Channels, unless the Access Channel(s) is administered by the City.

aa) **PEG Support.** If any laws, rules, regulations, or government authorizations would allow a provider of multi-channel video programming or equivalent in the City’s rights-of-way to provide multi-channel video programming or equivalent under less burdensome regulations or regulatory structure than Grantee is operating under, the obligations of this section shall be modified to reflect such changes.

bb) **Minimum Channel Capacity.** See Section 4.1.

cc) **Regional Channel 6.** The VHF Channel 6 is designated for uniform regional channel usage as required in Minnesota Statutes section 238.02, subdivision 31(c), and Minnesota Statutes section 238.43.

* 1. ***Definitions.*** The definitions included in Section 1 of the Franchise Agreement shall control. For any terms not included in Section 1, the definitions contained in Minnesota Statutes Chapter 238 and Title VI of the Communications Act of 1934, as amended, and rules promulgated thereunder, are hereby incorporated herein by reference.

## Section 6. Customer Service Standards

### Subscriber Inquiry and Complaint Procedures.

1. The City hereby adopts the customer service standards set forth in 47 C.F.R. § 76.309 of the FCC’s rules and regulations, as amended. The Grantee shall comply in all respects.
2. The Grantee shall maintain a convenient bill payment location or online access for matters such as receiving Subscriber complaints, handling Subscriber payments and billing questions, resolving equipment malfunction and replacement, and providing customer service information. The Grantee shall assign a trained cable technician to the City who shall respond within the time parameters prescribed in Section 6. The Grantee shall comply with the standards and requirements for customer service set forth below during the term of this Franchise.
3. The Grantee will maintain a local or toll-free telephone access line which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week.
   1. Trained company representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
   2. 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 a trained company representative on the next business day.
4. 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.
5. The Grantee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.
6. Under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

f) A customer service center and bill payment location will be open at least during Normal Business Hours and will be conveniently located.

h) All Subscribers and members of the general public may direct complaints regarding the Grantee’s Service or performance to the City Administrator or his designee.

* 1. ***Installations, Outages and Service Calls.*** Under normal operating conditions, each of the following 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 expeditiously, with a goal of being performed within thirty (30) business days after an order has been placed, assuming the System has been fully constructed. "Standard" installations are those that are located up to 125 feet from the existing distribution system. Normal Operating Conditions presume that weather is acceptable for construction to occur; and, delays occasioned by uncontrollable weather conditions that render construction unwarranted, unsafe, or impossible are excluded from Grantee’s service installation requirements.
2. Excluding conditions beyond the control of the Grantee, the Grantee will begin working on Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.
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 Grantee may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.
4. Under normal circumstances, Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
5. If the Grantee 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.
6. The Grantee shall bear the costs in making adjustments, repairs, or normal installations when such matters are not the result of Subscriber choices or damage. Subscribers shall bear the cost of adjustments, repairs, and extra-normal installations that are the result of non-standard choices made by the Subscriber or are the result of Subscriber-caused damage.
7. The Grantee shall cooperate with Subscribers and with any other provider of Cable Services within the City, in accommodating changes of Cable Service, so that Subscribers will be free to choose providers without interference or delay from the Grantee. A Subscriber may notify the Grantee of the desire to terminate or change service orally or in writing, and the Grantee shall not require any particular form of such notice. Upon being notified of such desire, the Grantee shall terminate the Subscriber’s service as soon as commercially practicable and shall promptly make arrangement with the Subscriber for any necessary service call to accommodate the termination of its Cable Service and the changeover to another service provider in the event that such a service call is necessary. The Grantee shall terminate its Drop in accordance with FCC requirements. The Grantee shall accept a return of any Converter or other equipment furnished to the Subscriber by the Grantee, regardless of the manner of delivery, and shall promptly issue any refund or credit to which the Subscriber may be entitled.

### Refund and Credits.

1. Refund checks will be issued promptly, but no later than either the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or the return of the equipment supplied by the Grantee if service is terminated.
2. If a Subscriber’s Cable Service is interrupted or discontinued, without cause, for

24 or more consecutive hours, the Grantee shall credit each Subscriber pro rata for such interruption. Credit shall appear on the next billing cycle.

1. In the event a Subscriber establishes or terminates service and receives less than a full month’s service, the Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.
2. Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

***6.4 Billing.***

1. Consistent with 47 C.F.R. § 76.1619, bills shall be clear, concise, and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Cable Service and premium Service charges and equipment charges. Bills shall also clearly delineate all activity during the billing period, including optional charges, rebates, and credits. Bills shall not be misleading or omit material information. Notwithstanding anything to the contrary in this Section, the Grantee may consolidate costs on Subscriber bills as may be permitted by Section 622(c) of the Cable Act at 47 U.S.C. § 542(c).
2. In the case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.
3. The Grantee shall comply with all applicable state and federal laws with respect to any assessment, charge, cost, fee, or sum, however characterized, that the Grantee imposes upon a Subscriber for late payment of a bill. The City reserves the right to enforce the Grantee’s compliance with all Applicable Laws to the maximum extent legally permissible.
4. Subject to the privacy provisions of 47 U.S.C. § 521 et seq., the Grantee shall prepare and maintain written records of all complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the office of the Grantee. Upon request, the Grantee shall provide the City with a written summary of such complaints and their resolution.
   1. ***Subscriber Contracts.*** The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours. A list of the Grantee’s current subscriber rates and charges shall be maintained on file with the City and shall be available for public inspection. Grantee’s Subscriber contracts shall be uniform in terms and conditions applicable to each class of Subscribers and Cable Services.

### Information to Subscribers.

1. Grantee 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:
   1. Products and services offered;
   2. Prices and options for programming services and conditions of subscription to programming and other services;
   3. Installation and service maintenance policies;
   4. Instructions on how to use the cable services;
   5. Channel positions of programming carried on the System;

* 1. Billing and complaint procedures, including the address and telephone number of the City’s cable office; and
  2. Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the Grantee, including the address of the responsible officer of the City.

1. The Grantee shall not exercise deceptive sales procedures when marketing its Cable Television Services within the City. The Grantee shall have the right to market its Cable Services door-to-door during reasonable hours consistent with local ordinances and regulations.

### Information to the City.

1. The Grantee shall, upon request, provide the City with information which shall describe in detail the Grantee’s compliance with each and every term and provision of this section.
2. The Grantee shall, upon request, provide the City with any standard form residential Subscriber contract utilized by the Grantee. If no such written contract exists, the Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers.

### Rate and Service Changes.

1. Customers will be notified of any changes in rates, programming services, channel positions, or other information as required by Section 6.6. Grantee shall give customers written notice at least thirty (30) days prior to the change.
2. In addition to the requirement of paragraph (a) of this Section regarding advance notification to Subscribers of any changes in rates, programming services, or channel positions, the Grantee shall give written notice to both Subscribers and the City at least thirty (30) days before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs, or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the Grantee shall identify for Subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.
   1. The Grantee shall provide written notice to a Subscriber and the City of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of City Administrator.
   2. To the extent the Grantee is required to provide notice of service and rate changes to Subscribers, the Grantee may provide such notice using any reasonable written means.
   3. Notwithstanding any other provision of this section, the Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, Franchise Fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or franchising authority on the transaction between the Grantee and the Subscriber.
   4. ***Rate Review.*** The City reserves the right to regulate all rates and charges for Cable Service except to the extent it is prohibited from doing so by law. In exercising its jurisdiction to regulate any such rates, the City will adhere to regulations adopted by the FCC at 47 C.F.R. § 76.900, et seq. as amended from time to time.

## Section 7. Public Access Provisions

### Public, Educational, and Government (“PEG”) Access.

1. The City or its designee is hereby designated to operate, administer, promote, and manage PEG access to the Cable System established pursuant to this Section 7.
2. The Grantee shall dedicate two (2) channels for PEG access use by the City. The City may, upon ninety (90) days advance written request to the Grantee, require that the Grantee provide a third PEG channel which shall be located by mutual agreement of the City and the Grantee. All residential Subscribers who receive all or any per of the total services offered on the System shall be eligible to receive all of said PEG access channels at no additional charge.
3. The Grantee shall monitor the PEG channels for technical quality to ensure that they meet FCC technical standards including those applicable to the carriage of PEG channels; provided, however, that the Grantee is not responsible for the production quality of PEG programming productions. The City, or its designee, shall be responsible for the production and quality of all PEG access programming. The PEG channels must be receivable by Subscribers without special expense other than the expense required to receive Basic Cable Service. Nothing herein precludes the Grantee from charging for equipment needed for Basic Cable Service.
4. The Grantee shall also maintain activated two-way capability in the connections serving the Norwood Young America City Hall and Central High School solely for the purpose of transmitting PEG access programming to the Grantee’s headend for retransmission to all Subscribers on the System.
5. The Grantee shall provide a two-way cable connection to facilitate the exchange of programming to/from Grantee’s headend, including live cablecast programming from City Hall and Central High School. The Grantee shall also work with the City to explore a technically feasible solution for bringing cable connections from the following locations to City Hall to facilitate live cablecast programming to be controlled by the playback equipment at City Hall: Central Elementary School, Central High School, and Pavilion.
6. The Grantee shall provide the public access channel free of charge to the City and Subscribers except for the standard cost of subscribing to the Basic Service tier of programming offered on the Grantee’s Cable System. If the City chooses to locate public access playback facilities at the City Hall or Central High School, the Grantee shall, free of charge, ensure that the cable connections to such locations can facilitate the additional programming to be distributed to the Grantee’s headend
7. It shall be the responsibility of the City to provide premise equipment to facilitate governmental access programming and telecasts. Such equipment may consist of cameras, microphones, lights, editing and playback equipment, and other equipment as necessary. The Grantee shall be responsible for the distribution of the PEG channels after the signal leaves the City Hall. The City Hall shall have a designated demarcation point, often referred to as a cable patch panel, at the location where the Grantee’s cable enters each building. Any and all costs associated with any PEG access channels or signals after the PEG access channels/signals leave the City Hall demarcation point shall be provided free of charge by the Grantee to the City. The Grantee will provide at no cost to the City a permanent encoder that the City may use for governmental and educational access programming. The Grantee shall also provide and maintain one additional portable encoder for use by the City at any other location. The Grantee shall maintain and replace said encoders throughout the term of this Franchise Agreement.
8. The Grantee shall provide the PEG channels as part of the Basic Cable Service, viewable by Subscribers without the needs for additional equipment beyond that required to receive the Basic Cable Service.
9. The City’s PEG channels will continue to be carried along with the programming on the Basic Cable Service tier, or said equivalent. Such PEG channels shall be accessed by Subscribers through use of standard digital equipment compatible with Grantee’s Cable System.
10. In the event the City and the Grantee mutually agree to the relocation of the PEG channels from their present channel locations at the time this franchise was enacted, the City and the Grantee agree that the PEG channels will be located reasonably close in proximity to other broadcast channels and/or other commercial video channels, excluding pay service programming. The Grantee agrees that PEG channels immediately below Channel 1 are not considered in reasonably close proximity. The Grantee agrees not to encrypt the PEG channels any differently than other commercial channels available on the system.
    1. ***Access Fee.*** The City reserves the right to require the Grantee to collect on behalf of the City a per Subscriber fee initially set at $.50 per month, which may be increased to a maximum of $1.50 per month by vote of the City Council after notice and an opportunity to be heard is afforded to the public solely to fund PEG access-related capital expenditures (hereafter “Access Fee”). Any increase in the Access Fee by the City shall occur only once every two (2) years upon approval of the City Council and upon ninety (90) days advance written notice to the Grantee. The Access Fee is not part of the Franchise Fee required in Section 8 herein, and falls within one or more of the exceptions in 47 U.S.C. § 542. Such costs may be categorized, itemized, and passed through to Subscribers as permissible, in accordance with 47 U.S.C. § 542 or other applicable law.
    2. ***Access Grant.*** The City reserves the right to request Grantee provide a grant in the amount of $10,000 to the City within five (5) years of the Effective Date of this Franchise Agreement for purposes of acquiring, maintaining, operating, and updating PEG equipment. Upon request, which the City shall make concurrently of all cable franchises, Grantee agrees to provide $10,000 Access Compensation in accordance with the applicable law, provided, however, that Grantee agrees to only recover the Access Compensation from Subscribers over a period of ten (10) years in recognition of the Parties’ shared desire to minimize the rate impact on Subscribers. Grantee shall not charge more than $1.00 per Subscriber each month without approval of City Council. In the event Grantee recovers the full $10,000 Access Compensation amount before the ten (10) year period expires, Grantee shall cease further recovery efforts.
    3. No sooner than thirty-six (36) months after the acceptance of this Franchise, and upon ninety (90) days written notice to Grantee, the City may provide the PEG Access Channel in only HD format to the demarcation point to provide the signal to Grantee, and as such the City will no longer provide the PEG Channel in a standard definition (SD) format. Grantee shall provide all necessary transmission equipment from the demarcation point and throughout Grantee’s distribution system (including Grantee’s headend), in order to deliver the PEG Channel.

## Section 8. Compensation and Auditing

***Franchise Fee.*** Grantee shall pay as a Franchise Fee in accordance with Section 622 of the Cable Act to the City, throughout the duration of this Franchise, of five percent (5%) of Grantee's Gross Revenues, as defined in Section 1.2(p). The City shall have the right to increase the Franchise Fee to an amount determined by the City Council or to take full advantage of the maximum amount permitted by the FCC. Any increase of the Franchise Fee shall be approved by City Council and notice shall be provided to Grantee at least thirty (30) days prior to the effective date of the increase.

### Payment of Franchise Fees on Bundled Services.

1. Grantee agrees that if it bundles, packages, or combines services subject to the Franchise Fee with services that are not subject to the Franchise Fee: 1) It will not do so for the purpose of avoiding Franchise Fees; and 2) Except as otherwise provided in this Section, it will allocate revenues derived from the bundled, combined, or packaged services in a manner that attributes a fair and reasonable amount of the revenues to the Cable Services component. This section shall be subject to the City’s rights to audit pursuant to Sections 5.1(f) and 8.6.
2. This Section is not intended to apply to reduction in Franchise Fees that result from other causes such as changes in the law, Subscriber losses, Subscriber service downgrades, or Force Majeure.

### Payments and Quarterly Reports.

1. Payments. The Grantee's Franchise Fee payments to the City shall be computed quarterly following the Effective Date of this Franchise Agreement. Payments shall be due and payable within thirty (30) days following the end of each calendar quarter.
2. Quarterly Reports. Each Franchise Fee payment shall be accompanied by a written statement to the City, containing an accurate summarized form of the Grantee's Gross Revenues and the computation of the payment amount. Such reports shall be in form and substance satisfactory to the City and shall include revenue by product category.
   1. ***Interest on Late Payments.*** All sums not paid when due, and after reasonable notice and opportunity to cure, shall bear interest at the rate of three percent (3%) per annum computed monthly, and if so paid with interest within thirty (30) days of due date, shall not constitute an event of default.
   2. ***Franchise Fee is Not a Tax.*** The Grantee acknowledges and agrees that the Franchise Fees payable by the Grantee to the City pursuant to this Section shall take precedence over all other material provisions of the Franchise and shall not be deemed to be in the nature of a tax, and shall be in addition to any and all taxes of general applicability and other fees and charges which do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542.

The Grantee shall not apply or seek to apply all or any part of any taxes, fees, or assessments of general applicability levied or imposed by the City (including any such tax, fee, or assessment imposed by the City or cable operators or their services) or that do not fall within the definition of a Franchise Fee under 47 U.S.C. § 542 as a deduction or other credit from or against any of the Franchise Fees or other payments or contributions to be paid or made by the Grantee to the City pursuant to this Franchise which shall be deemed to be separate and distinct obligations of the Grantee.

### Books and Records.

Upon reasonable prior written notice, the City shall have the right to inspect, upon reasonable notice, at any time during Normal Business Hours, those records maintained by the Grantee which related to System operations, subject to the privacy provisions of 47 U.S.C. § 521 et seq. Throughout the term of this Franchise, the Grantee agrees that the City, upon reasonable prior written notice to the Grantee, may review such of the Grantee’s books and records regarding the operation of the Cable System and the provision of Cable Service in the City which are reasonably necessary to monitor and enforce the Grantee’s compliance with the provisions of this Franchise. All such documents pertaining to financial matters that may be the subject of inspection by the City shall be retained by the Grantee for a minimum period required by applicable laws. The Grantee shall not deny the City access to any of the Grantee’s records on the basis that the Grantee’s records are under the control of any parent corporation, affiliated entity, or third party. The City may request in writing copies of any such records or books that are reasonably necessary, and the Grantee shall provide such copies within thirty (30) days of the receipt of such request. One copy of all reports and records required under this or any other Section shall be furnished to the City at the sole expense of the Grantee. If the requested books and records are too voluminous, or for security reasons cannot be copied or removed, then the Grantee may request, in writing within ten (10) days of receipt of such request, that the City inspect them at the Grantee’s local offices or at one of the Grantee’s offices more convenient to the City or its duly authorized agent.

1. Upon the completion of any such audit by the City, the City shall provide to the Grantee a final report setting forth the City’s findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the City with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a “Finally Settled Amount.” For purposes of this Section, the term “Finally Settled Amount(s)” shall mean the agreed upon underpayment, if any, to the City by the Grantee as a result of any such audit. If the parties cannot agree on a “Finally Settled Amount,” the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.
2. Any “Finally Settled Amount(s)” due to the City as a result of such audit shall be paid to the City by the Grantee within thirty (30) days from the date the parties agree upon the Finally Settled Amount. Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the City shall have no further rights to audit or challenge the payment for that period. The City shall bear the expense of its audit of the Grantee’s books and records.
   1. ***Proprietary Information.*** The Grantee may choose to provide any confidential books and records that it is obligated to make available to the City pursuant to this Franchise, by allowing the City, or its designated representative(s), to view the books and records at a mutually agreeable location and without the City obtaining its own copies of such books and records. Alternatively, confidential or proprietary information may be disclosed pursuant to a reasonable non-disclosure agreement. The intent of the parties is to work cooperatively to insure that all books and records reasonably necessary for the City’s monitoring and enforcement of Franchise obligations are provided to the City. To the extent that the Grantee insists that records must be reviewed outside of the City, and the City’s designated representative(s) must travel or otherwise incur costs to be able to review such information, the Grantee shall pay all reasonable, itemized travel costs incurred by the City’s representative(s) traveling from the City to such designated locations. To the extent that the Grantee does provide books or records directly to the City, the City agrees to keep confidential any proprietary or confidential books or records to the extent permitted by applicable law. The Grantee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary.
   2. ***Reports to be Filed with the City.*** The Grantee shall prepare and furnish to the City, at the times and in the form prescribed, such reports with respect to the operations, affairs, transactions, or property, as they relate to the System, which Grantee and the City may in good faith agree upon taking into consideration the Grantee’s need for the continuing confidentiality as prescribed herein. Neither the City nor the Grantee shall unreasonably demand or withhold information requested pursuant to this Section.

## Section 9. Enforcement and Penalties

* 1. ***Notice and Opportunity to Cure.*** In the event the City believes that the Grantee has not complied with the material terms of the Franchise Agreement, it shall notify the Grantee in writing with reasonably specific details regarding the nature of the alleged noncompliance or default. Prior to issuing the written notice of noncompliance or default, the City shall make a good faith effort to contact the Grantee in an attempt to resolve the issue through good faith consultation in the ordinary course of business. The City delegates to the Cable Administrator the authority to make initial determinations regarding noncompliance with the Franchise Agreement and to issue written notice of any alleged violations. Unless otherwise agreed upon by the parties in writing, the Grantee shall have thirty (30) days from the date of the notice to cure the alleged noncompliance (the “Cure Period”). If the Grantee intends to cure the alleged noncompliance, but is unable to within the Cure Period, the Grantee may request an extension of the Cure Period (the “Extended Cure Period”), which shall not be unreasonably denied. The Extended Cure Period shall not exceed forty-five (45) days beyond the Cure Period. Provided the Grantee cures the alleged noncompliance within the Cure Period or any Extended Cure Period, the City agrees not to assess any liquidated damages for the alleged noncompliance.
  2. ***Dispute Resolution.*** If either party asserts that the other party is in default in the performance of any obligation herein, the complaining party shall notify the other party of the default and desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within thirty (30) days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within thirty (30) days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this Franchise Agreement or for such other relief as may be permitted by law or equity.
  3. ***Remedies for Non-Compliance.*** The Carver County District Court shall, without limitation, have all rights and remedies provided for herein or otherwise available under the law, including termination of the Franchise Agreement, and the assessment of liquidated damages.

1. Liquidated Damages.
   1. Amounts of Liquidated Damages. Because the Grantee’s failure to comply with provisions of the Franchise Agreement will result in injury to the City in amounts that will be difficult to quantify with reasonable certainty, the City and the Grantee agree to the following Liquidated Damages for the following violations. These damages represent the parties' best estimate of the damages resulting from the specified injury and the Grantee acknowledges that the liquidated damages amounts herein are reasonable in light of the anticipated or actual harm caused by any breach or noncompliance of the Franchise. To the extent that the City elects to assess liquidated damages as provided in this Agreement, and such liquidated damages have been paid, such damages shall be the City’s sole and exclusive remedy for the specific violation for which the liquidated damages were imposed. Nothing in this section, however, shall preclude the City from exercising any other right or remedy with respect to a breach that continues past the time the city stops assessing liquidated damages for such breach. Such damages shall not be a substitute for actual performance by the Grantee of a financial obligation, but shall be in addition to any such actual performance.
   2. In the event the City assesses liquidated damages, the Grantee shall have thirty

(30) days to pay the damages assessed. If the Grantee does not pay the damages assessed within thirty (30) days, the City in its sole discretion may collect the damages from the security prescribed in Section 5.1(k).

* 1. The Grantee’s obligation to pay the liquidated damages assessed shall be stayed pending resolution of judicial proceedings, but shall continue to accrue until and unless the violation has been cured.
  2. Nothing in this Section is intended to invalidate the Force Majeure provisions of Section 10.5.

1. Liquidated damages shall be assessed commencing on the date Grantee received notice as provided for in Section 10.6 as follows:
   1. For violation of applicable Subscriber service standards:
      1. For failure to maintain a local or toll-free call line consistent with Section 6.1: $250 per day for each day or part thereof that such violation continues;
      2. For failure to operate available customer service centers and bill payment locations during normal business hours under Section 6.1: $250 per day for each day or part thereof that such violation continues;
      3. For failure to answer Subscriber calls as required by Section 6.1 of the Franchise Agreement, in any calendar quarter where Grantee fails to meet the applicable standard and meets the standard at eighty (80) percent of the time under normal operating conditions or above, the Grantee shall pay the City $2,000 each quarter; in any calendar quarter where the Grantee fails to meet the applicable standard and performs at less than eighty (80) percent of the time under normal operating conditions, the Grantee shall pay the City $4,000 each quarter. Nothing in this Section is intended to increase or modify the Grantee’s reporting requirements under the Franchise;
      4. For violations of Subscriber privacy pursuant to Section 5.1(t): an amount to be determined by the City, but not to exceed five thousand dollars ($5,000) per event or occurrence, irrespective of the number of Subscribers affected;
      5. For failure to issue credits or refunds in a manner consistent with Section 6.3: $50 per day for each day or part thereof that such violation continues;
      6. For failure to provide written information consistent with Section 6.5: $50 per day for each day or part thereof that such violation continues;
      7. For failure to provide written notice of changes in prices, channel locations or other items required by Section 6.6: $50 per day for each day or part thereof that such violation continues;
      8. For failure to make certain information available for public inspection as required by Section 5.1(g): $50 per day for each day or part thereof that such violation occurs;
      9. For any other failure of subscriber service standards: $100 per day for each day or part thereof that such violation occurs; and
   2. For violation of applicable operational standards:
      1. For transfer of the Cable System without first seeking the City’s approval under Section 5.1(e) in a manner consistent with federal regulations: $500 per day for each day or part thereof that such violation continues;
      2. For failure to supply PEG access channels required by Section 5.1(z):

$500 per day for each day or part thereof that such violation continues.

* + 1. For failure to maintain insurance under Section 5.1(j) or security under Section 5.1(k): $250 per day for each day or part thereof that such violation occurs;
  1. For violation of applicable technical standards:
     1. For failure to bring the system into compliance with FCC technical standards within 45 days of identification of noncompliance in reports filed with the FCC pursuant to 47 C.F.R. §§ 76.601 – 76.617: $500 per day for each day or part thereof that such violation continues.
  2. For all other material violations of the Franchise: $250 per day for each day or part thereof that such failure occurs or continues.

The City reserves the right to pursue any non-monetary remedy, including but not limited to injunctive relief, in addition to or in lieu of any remedy available under this section.

For purposes of this Section, “material violation” means any substantial failure of the Grantee to comply with the terms of this Franchise and any other rules, regulations, and standards incorporated herein. A material violation for the purpose of assessing liquidated damages shall be deemed to have occurred for each day following the expiration of the period specified in Section 9.1, that any material breach has not been cured by the Grantee, irrespective of the number of subscribers affected.

1. The collection of Liquidated Damages by the City shall in no respect affect:
   1. Compensation owed to Subscribers; or
   2. The Grantee's obligation to comply with the provisions of this Franchise Agreement or applicable law.
2. Except as otherwise provided in Section 9.3, Liquidated Damages accrue from the date the City notifies the Grantee that there has been a violation.
3. Relationship of Remedies.
   1. Non-Exclusivity of Remedies. Subject to applicable law and Section 9 of this Franchise Agreement, the remedies provided for in this Franchise Agreement, are cumulative and not exclusive, the exercise of one remedy shall not prevent the

exercise of another remedy, or the exercise of any rights of the City at law or equity.

* 1. No Election of Remedies. Without limitation, the recovery of amounts under the insurance, indemnity, bonding or Liquidated Damages provisions of this Franchise Agreement shall not be construed as a limit on the liability of the Grantee under the Franchise Agreement or an excuse of faithful performance of any obligation of the Grantee.

1. Grantee shall not be relieved of its obligations to comply, promptly and completely, with any provision of the Franchise by reason of any failure of the City to promptly enforce compliance with this Franchise, nor does the City waive or limit any of its rights under this Franchise by reason of such failure or neglect.
2. No cost to Grantee arising from a breach or violation of the Franchise shall be recovered from Subscribers, shall form the basis for any adjustment to Subscriber rates or other Subscriber charges or shall be offset against any sums due the City as a tax, Franchise Fee, or otherwise regardless of whether the combination of Franchise Fees and said costs exceeds five percent (5%) of Grantee's Gross Revenues in any twelve (12) month period.

## Section 10. Miscellaneous Provisions

* 1. ***Work Performed by Others.*** All provisions of this Franchise Agreement shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise.
  2. ***Amendment of Franchise.*** Any amendment to this Franchise Agreement shall only be effective upon written acceptance by the Grantee. The City shall act pursuant to the provisions of this Franchise Agreement.
  3. ***Severability.*** If any Section, provision, or clause of this Franchise is held by a court of competent jurisdiction to be invalid or unenforceable, or is preempted by federal or state laws or regulations, the remainder of this Franchise Agreement shall not be affected, except as is otherwise provided in this Franchise Agreement.
  4. ***Choice of Forum.*** Any litigation between the City and the Grantee arising under or regarding this Franchise shall occur, if in the state courts, in Carver County District Court, and if in the federal courts, in the United States District Court for the District of Minnesota.
  5. ***Force Majeure.*** The Grantee shall have no liability to City for penalties or damages, nor shall City have the right to terminate this Franchise as a result of any failure or delay of the Grantee to perform its obligations hereunder if such failure or delay is caused by factors beyond the control of the Grantee, including without limitation, war, civil disturbance, flood, or other act of God, laws, regulations, rules, or orders of any governmental agency, sabotage, or strikes. In the event that delay in performance or failure to perform affects only part of the Grantee's capacity to perform, then the Grantee shall perform to the extent it is reasonably able to do so. In correcting any causes of non-performance or delay, and in effecting any partial performance, the Grantee shall take all necessary corrective actions as expeditiously as possible without unduly endangering the health, safety, and integrity of the Grantee’s employees or property, or the health, safety, and integrity of the public, the rights-of-way, public property, or private property.
  6. ***Written Notice.*** Unless otherwise agreed to by the parties, any notice provided for under this Franchise shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

1. Notices to Grantee shall be mailed to:

Mediacom Minnesota LLC

Attn: Legal Department

One Mediacom Way

Mediacom Park, NY 10918

With a copy to:

Mediacom Minnesota LLC

Attn: Regional Vice President

1504 2nd St SE

Waseca, MN 56093

1. Notices to the City shall be mailed to:
2. City of Norwood Young America

Attn: City Administrator

310 Elm St W PO Box 59

Norwood Young America, MN 55368

With a copy to:

Rupp, Anderson, Squires & Waldspurger, P.A.

Attn: Jay Squires

333 S 7th St Suite 2800

Minneapolis, MN 55402

1. The Grantee shall at all times keep the City advised as to which individual(s) are authorized to act on behalf of the Grantee and whose acts will be considered to bind the Grantee.
   1. ***Periodic Evaluation.*** The field of cable communications is rapidly changing and may see many regulatory, technical, financial, marketing, and legal changes during the term of this Franchise Agreement. Therefore, in order to provide for a maximum degree of flexibility in this Franchise Agreement, and to help achieve a continued, advanced, and modern System, the following evaluation provisions shall apply:
2. The City may require evaluation sessions at any time during the term of this Franchise, upon thirty (30) days written notice to the Grantee, provided, however, there shall not be more than one review session during each three (3) year period commencing on the Effective Date of this Franchise.
3. All evaluation sessions shall be open to the public and notice of sessions published in the same was as a legal notice. The Grantee shall notify its Subscribers of all evaluation sessions by announcement on at least one Basic Service channel of the System between the hours of 7:00 p.m. and 9:00 p.m. for five consecutive days preceding each session.
4. Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies, and any other topics the City and the Grantee deem relevant.
5. As a result of a periodic review or evaluation session, the City and the Grantee shall develop such changes and modifications to the terms and conditions of the Franchise, as are mutually agreed upon and which are both economically and technically feasible.
   1. ***Rights Cumulative.*** All rights and remedies given to the City by this Franchise Agreement shall be in addition to and cumulative with any and all other rights and remedies, existing or implied, now or hereafter available to the City, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Franchise Agreement or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the City and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.
   2. ***Grantee Acknowledgement of Validity of Franchise.*** The Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law the Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that the Grantee believes the City has the power to make the terms and conditions contained in this Franchise Agreement.
   3. ***Binding Acceptance.*** This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns.
   4. ***Governing Law.*** This Franchise Agreement shall be governed in all respects by the law of the State of Minnesota.
   5. ***Captions and References.*** The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the Sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.  
        
       **IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year written below.

# MEDIACOM MINNESOTA LLC

Date:

Representative

**CITY OF NORWOOD YOUNG AMERICA**

Date:

Mayor

Date:

City Administrator