

**TOWN OF FAYAL
ST. LOUIS COUNTY, MINNESOTA
ORDINANCE NO. 18-1**

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 98-4,
GRANTING CABLE COMMUNICATIONS SYSTEM EXTENSION PERMIT TO MEDIACOM
MINNESOTA LLC**

THE TOWN BOARD OF THE TOWN OF FAYAL HEREBY ORDAINS:

SECTION 1. GRANT OF AUTHORITY

That there be, and hereby is granted to Mediacom Minnesota LLC, its successors and assigns ("Company"), a cable communications system extension permit. The extension permit hereby grants the non-exclusive right and privilege of erecting, enlarging, operating, repairing and maintaining in, on, under, across and along public streets, alleys, rights-of-way and public grounds of the Town of Fayal ("Town") , including subsequent additions thereto, transmission lines or cables, including all necessary, usual or convenient poles, pole lines, wires, and all other fixtures and appurtenances, usual and convenient for use in connection therewith, in the operation of a system for the purpose of receiving, transmitting and distribution and furnishing television for public and private use in and to said Town.

SECTION 2. STIPULATION

The Company and Town herein agree, to the extent applicable, to abide by those terms of the cable communications franchise ordinance of the City of Eveleth as it may be amended, which pertain to system wide channel capacity, access channels, equipment for production and reproduction or playback of programming, two-way communications capability, standards for system installation, maintenance and operation, indemnification of franchisor, liability insurance, abandonment of service, removal of equipment and termination or cancellation of franchise.

Nothing herein shall be construed to obligate Mediacom to extend cable service to areas which it deems economically unfeasible to serve or to provide programming and/or playback equipment in the Town.

SECTION 3. SUBSCRIBER RATES

The Company shall give courteous and efficient service. The Company's service rates shall be the same as those charged in the City of Eveleth for comparable service. The Company is hereby authorized to collect from its subscribers any governmentally imposed tax, copyright fee, or royalty. A schedule of rates currently in effect is attached and included as part of this extension permit. Prior to implementing any increase in rates for cable programming service, the Company shall provide written notice to the Town.

SECTION 4. TERM

The expiration date of the extension permit herein shall be coincident with that of Eveleth, provided that any change in the expiration date of Eveleth by way of renewal or amendment of said franchise, shall automatically apply to the extension permit herein. Any sale or transfer of control of Eveleth shall automatically apply to the extension permit herein.

SECTION 5. MODIFICATION

The terms and conditions of this Ordinance shall not be changed without the mutual written consent of the Company and the Town.

SECTION 6. OTHER ORDINANCES

All ordinances and parts of ordinances in conflict herewith are hereby pre-empted.

SECTION 7. EFFECTIVE DATE

The Ordinance shall be effective upon its passage and publication in accordance with Law.

Supervisor Ziegler moved the adoption of the foregoing ordinance, supported by Supervisor Ochis and was adopted this 1st day of May, 2018 by the following vote:

Ayes: A. Tammaro, L. Branville, D. Ochis, R. Sather, P. Ziegler

Nays: None

Absent: None


Anthony L. Tammaro, Chairman


Heidi M. Coldagelli, Clerk

Published in the Mesabi Daily News on the 16th day of May, 2018

**TOWN OF FAYAL
ST. LOUIS COUNTY, MINNESOTA
SUMMARY OF ORDINANCE NO. 18-1**

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 98-4,
GRANTING CABLE COMMUNICATIONS SYSTEM EXTENSION
PERMIT TO MEDIACOM MINNESOTA LLC**

ORDINANCE CHANGE

The Town Board of Fayal has adopted a replacement cable franchise ordinance replacing the existing franchise ordinance pertaining to Regional Cable TV. This Ordinance permits Mediacom Minnesota LLC to construct, operate, and maintain a cable television system in the Town of Fayal subject to the terms and conditions of said Ordinance.

NOTICE

By action of the Town Board, the following summary of Ordinance No. 18-1 for the Town of Fayal has been prepared for the purposes of publication. The Ordinance in its entirety, as well as other documentation can be review at the office of the Fayal Township Clerk, 4375 Shady Lane, Eveleth, MN 55734 during regular office hours.

ORDINANCE SUMMARY

SECTION 1. GRANT OF AUTHORITY

SECTION 2. STIPULATION

SECTION 3. SUBSCRIBER RATES

SECTION 4. TERM

SECTION 5. MODIFICATION

SECTION 6. OTHER ORDINANCES


SECTION 7. EFFECTIVE DATE

The text of this ordinance summary was approved by the Fayal Town Board on May 1st, 2018 based on its findings that the summary informs the public of the intent and effect of the ordinance.

Supervisor Ziegler moved the adoption of the foregoing summary ordinance, supported by Supervisor Sather and was adopted this 1st day of May, 2018 by the following vote:

Ayes: A. Tammaro, L Branville, D. Ochis, R. Sather, P. Ziegler

Nays: None
Absent: None



Anthony L. Tammaro, Chairman



Heidi M. Coldagelli, Clerk

Published in the Mesabi Daily News on the 16th day of May, 2018

STATE OF MINNESOTA)

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COUNTY OF ST. LOUIS)

**TOWN OF FAYAL
ST. LOUIS COUNTY, MINNESOTA
SUMMARY OF ORDINANCE NO. 18-1**

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE
NO. 98-4, GRANTING CABLE COMMUNICATIONS SYSTEM
EXTENSION PERMIT TO MEDIACOM MINNESOTA LLC**

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ORDINANCE SUMMARY

<u>SECTION 1.</u>	<u>GRANT OF AUTHORITY</u>
<u>SECTION 2.</u>	<u>STIPULATION</u>
<u>SECTION 3.</u>	<u>SUBSCRIBER RATES</u>
<u>SECTION 4.</u>	<u>TERM</u>
<u>SECTION 5.</u>	<u>MODIFICATION</u>
<u>SECTION 6.</u>	<u>OTHER ORDINANCES</u>
<u>SECTION 7.</u>	<u>EFFECTIVE DATE</u>

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Supervisor Ziegler moved the adoption of the foregoing summary ordinance, supported by Supervisor Sather and was adopted this 1st day of May, 2018 by the following vote:

Ayes: A. Tommaro, L. Branville, D. Ochis, R. Sather, P. Ziegler

Nays: None
Absent: None



Anthony L. Tammaro, Chairman



Heidi M. Coldagelli, Clerk

**Mesabi Daily News
Affidavit of Publication**

Bonita Altobelli, being duly sworn, on oath says that he/she is the publisher or authorized agent and Employee of the publisher of the newspaper know As Mesabi Daily News, and has full knowledge of the facts which are stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper, as provided by Minnesota Statute 331A.02, 331A.07, and other applicable laws, as amended.

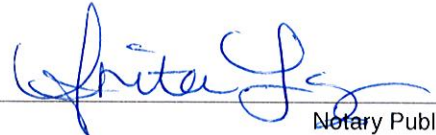
(B) The printed **Town of Fayal - Summary of Ordinance No. 18-1**, which is attached was cut from the columns of said newspaper, and was printed and published one time; it was published on **Wednesday, the 16th day of May, 2018.**

BY:

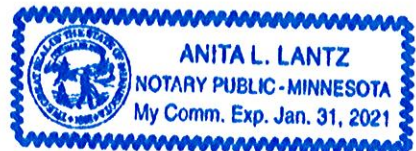


Bonita Altobelli

Subscribed and sworn to before me on this
16th day of May, 2018



Notary Public



ORDINANCE NO. 71, 2ND SERIES

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 48, 2ND SERIES,
CABLE FRANCHISE TO MEDIACOM MINNESOTA LLC**

The City of Eveleth ordains that Ordinance No. 48, 2nd Series be repealed in its entirety and be replaced with the attached Franchise Agreement between the City of Eveleth, Minnesota, the Franchising Authority, and Mediacom Minnesota LLC, the Grantee, having the following Sections:

SECTION 1, Definition of Terms

SECTION 2, Grant of Franchise

SECTION 3, Construction and Operation of Cable System

SECTION 4, Regulation by the Franchising Authority

SECTION 5, Books and Records

SECTION 6, Insurance and Indemnification

SECTION 7, Enforcement and Termination of Franchise

SECTION 8, Unauthorized Reception of Cable Service


SECTION 9, Miscellaneous Provisions

Pursuant to the Franchise Agreement SECTION 9, Miscellaneous Provisions, 9.7 Term and Effective Date, the Effective Date of this Franchise is the date of Final Adoption by the Franchising Authority subject to Grantee's acceptance. This Franchise shall be for a term of five (5) years from the date of Grantee's acceptance.


Adopted on motion of Councilor Lillis supported by Councilor Hoag by the following vote:

Ayes: Hoag, Koivunen, Lillis, Vlasisavljevich
Nays: None
Absent: Hadrava

This ordinance shall be in effect seven (7) working days after publication of the ordinance.


Robert Vlasisavljevich, Mayor

Attest:


Jackie Monahan-Junek
City Clerk/Administrator

1st Reading: October 3, 2017
1st Publication: October 20, 2017
Adopted: November 6, 2017
2nd Publication: November 17, 2017

FRANCHISE AGREEMENT

This Franchise Agreement is between the City of Eveleth, Minnesota, hereinafter referred to as "the Franchising Authority" and Mediacom Minnesota LLC, a limited liability company duly organized and validly existing under the laws of the State of Delaware, hereinafter referred to as "the Grantee."

The Franchising Authority hereby acknowledges that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein

SECTION 1 **Definition of Terms**

1.1 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- B. "Cable Act" means Title VI of the Cable Act of 1934, as amended.
- C. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) 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.
- D. "Cable System" shall mean the Grantee's facility located within the Service Area, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.
- E. "FCC" means Federal Communications Commission, or successor governmental entity thereto.
- F. "Franchise" means the rights granted to Grantee under this Franchise Agreement to construct and operate the Cable System and to provide Cable Services and other services as permitted under applicable law.
- G. "Franchising Authority" means the City of Eveleth, Minnesota.

- H. "Grantee" means Mediacom Minnesota I.L.C, or the lawful successor, transferee, or assignee thereof.
- I. "Gross Revenues" means revenues derived from the operation of the Cable System received by Grantee from Subscribers for Basic Cable Services, optional video programming service tiers, pay per channel and pay per view services, install and reconnect fees, equipment rental fees, advertising revenue in the Service Area; provided, however, that Gross Revenues shall not include franchise fees, the FCC User Fee or any tax, late fees, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency, and fees from other non-Cable services.
- J. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- K. "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, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
- L. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.8.
- M. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
- N. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

SECTION 2

Grant of Franchise

2.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services, data services, information and other communications services or for any other lawful purposes, including the use of the Cable System to deliver non-Cable Services as permitted by applicable law.

2.2 Applicable Law. The Franchising Authority and Grantee shall comply with federal and state laws and rules pertaining to the provision of Cable Service and the operation of a Cable

System. The Franchising Authority and Grantee shall conform to any changes in state laws and rules regarding Cable Services or Cable Systems within one (1) year after such laws and rules become effective. The Franchising Authority and Grantee shall conform to changes in federal law and regulations concerning Cable Service or Cable Systems as those changes become effective. This Franchise complies with all standards set forth in Minnesota Statutes section 238.084. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable material and substantial local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a material and substantial conflict between any ordinance and this Franchise, the Franchise shall control.

2.3 Other Authorizations. The Franchising Authority shall not permit any person to provide services similar to those provided by the Grantee in the Service Area without first having secured a non-exclusive franchise from the Franchising Authority. The Franchising Authority agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Franchising Authority to provide services similar to those provided by the Grantee pursuant to this Agreement to any other entity shall cover the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the grantee of any such additional franchise or other authorization than those which are set forth herein. In any renewal of this Franchise, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increased obligations in the renewal, are not more burdensome and/or less favorable than those contained in any such additional franchise(s) or authorizations.

2.4 State or National Franchises. If another operator of a Cable System or other wireline multichannel video distribution system obtains the right to provide service in the Service Area through a national or state franchise, Grantee may petition the Franchising Authority to replace this Franchise with the applicable terms of such state or national franchise. The Franchising Authority shall act on the petition at a public meeting within 90 days of filing. The Franchising Authority shall not unreasonably deny the petition. Grantee may appeal any decision to a court of competent jurisdiction. Grantee's rights under this Section to petition for amendments to this Franchise Agreement shall be in addition to any rights to amend or terminate local franchises under State or Federal law.

2.5 Rules of Grantee. The Grantee may promulgate rules, regulations, terms and conditions governing its business and services as reasonably necessary to enable Grantee to exercise its rights and perform its obligation under this Franchise Agreement.

SECTION 3 **Construction and Operation of Cable System**

3.1 Conditions of Occupancy. The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways.

3.2 Restoration of Public Ways. If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

3.3 Relocation for the Franchising Authority. Upon its receipt of reasonable advance written notice, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.

3.4 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes.

3.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System, provided the Grantee shall hold the Franchising Authority harmless against any claims arising as a result of Grantee's actions.

3.6 Safety Requirements. Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code.

3.7 Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.

3.8 Required Extensions of the Cable System. 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 distribution facilities where there are at least 7 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the portion of the Grantee's trunk or distribution cable which is to be extended, 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.

3.9 Cable Service to Public Buildings. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority that are within One Hundred Fifty (150) feet of its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith. In addition, Grantee will install and continue to provide free services to the locations receiving such services listed on Exhibit A of this Agreement.

3.10 Reimbursement of Costs. If funds are available to any other Person using the Public Way for the purpose of defraying the cost of any of the activities of the enumerated activities in this Section 3.12, the Franchising Authority shall reimburse the Grantee in the same manner in which such other Persons affected by the requirement are reimbursed.

3.11 Exercise of Reasonable Care. Nothing in this Franchise relieves 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.

3.12 Technical Standards. Grantee shall comply with the technical standards for Cable Systems provided in 47 C.F.R. §§76.601-76.617, which regulations are incorporated herein by reference as if fully set forth herein. The Franchising Authority shall pay for the cost of any special testing requested by the Franchising Authority to determine if the Cable System is in compliance with these technical standards, unless such testing demonstrates non-compliance in which case Grantee shall pay.

3.13 Subscriber Privacy. No signals of a class IV cable communications channel, as that term is defined pursuant to Minnesota Statutes section 238.084, 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 (1) 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.

3.14 Access Channel. The Grantee shall provide to each of its Subscribers who receive some or all of the Services offered on the Cable System reception of at least one (1) specially designated access channel.

SECTION 4
Regulation by the Franchising Authority

4.1 Franchise Fee.

A. The Grantee shall collect a franchise fee of five percent (5%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise). In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. The franchise fee payment shall be due quarterly and payable to the Franchising Authority within 60 days after the close of the preceding quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. Limitation on Franchise Fee Actions. The period of limitation for recovery by the Franchising Authority of any franchise fee payable hereunder shall be four (4) years from the date on which payment by the Grantee is due to the Franchising Authority.

4.2 Rates and Charges. The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment as expressly permitted by federal law. Current Subscriber charges and forms of Subscriber agreements, as of the Effective Date of this Franchise, are on file with the Franchising Authority.

4.3 Renewal of Franchise. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the renewal provisions of federal law.

4.4 Conditions of Sale. If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least six (6) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the six (6) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

4.5 Transfer of Franchise. The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee

in the Franchise or Cable System in order to secure indebtedness. Pursuant to Minnesota Statutes section 238.084, Subd. 1(y), if the Franchise is transferred or sold by Grantee, the Franchising Authority shall have the right to purchase the Cable System.

4.6 Franchise Administration. This Franchise shall be administered on behalf of the Franchising Authority by the City of Eveleth.

4.7 Customer Service Standards. Grantee shall comply with the customer service standards promulgated by the Federal Communications Commission under 47 C.F.R. § 76.309. Grantee shall provide a toll-free or collect telephone number for the reception of complaints to all Subscribers and shall maintain a repair service capable of responding to Subscriber complaints or requests for service within 24 hours after receipt of the complaint or request.

SECTION 5

Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than one time annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than four (4) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

SECTION 6

Insurance and Indemnification

6.1 Insurance Requirements. The Grantee shall maintain insurance in full force and effect, at its own cost and expense, during the term of the Franchise. The Franchising Authority shall be designated as an additional insured and such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Franchising Authority. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.

6.2 Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System in the Service Area provided that the Franchising Authority

shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within a reasonable time of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting solely from the willful misconduct or negligence of the Franchising Authority, its officers, agents or employees.

SECTION 7

Enforcement and Termination of Franchise

7.1 Notice of Violation. In the event that the Franchising Authority believes that the Grantee has not complied with the any material term of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of such alleged noncompliance.

7.2 The Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the forty-five (45) day period, notify the Franchising Authority of the reasonable steps to remedy such default and the projected date that they will be completed, subject to the consultation and ultimate approval of the Franchising Authority prior to its commencement.

7.3 Public Hearing. In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within sixty (60) days or the date projected pursuant to 7.2(c) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.

7.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action at law for monetary damages or seek other equitable relief; and
- B. The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise.

7.5 Performance Bond. The Franchising Authority is not requiring that Grantee post a performance bond as a condition of granting this Franchise Agreement.

7.6 Revocation. Should the Franchising Authority seek to revoke the Franchise, after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the noncompliance with a material term or terms of the franchise. The Grantee shall have thirty (30) days from such notice to object in writing and to state its reasons for such objection. The Franchising Authority may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to

such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, Grantee shall be provided a fair opportunity for full participation, including the right to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to compel the relevant testimony of the officials, agents, employees or consultants of the Franchising Authority, to compel the testimony of other persons as permitted by law, and to question witnesses. A complete verbatim record and transcript shall be made of such hearing.

Following the hearing, the Franchising Authority shall determine whether or not the Franchise shall be revoked. If the Franchising Authority determines that the Franchise shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within thirty (30) days of Grantee's receipt of the determination of the Franchising Authority.

7.7 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area.

7.8 Removal of Cable System. Upon expiration or termination of the Franchise Agreement, Grantee shall be afforded a three-month period to sell or otherwise dispose of the Cable System. During the three-month period, Grantee shall operate the Cable System in accordance with this Franchise. At the expiration of the three-month period, Grantee has the right to remove its Cable System within a reasonable time.

7.9 Abandonment of Cable System. Grantee shall not abandon the Cable System or a portion of it without giving three (3) months prior written notice to the Franchising Authority

SECTION 8

Unauthorized Reception of Cable Service

8.1 It shall be unlawful for any Person without Grantee's consent to willfully tamper with, remove or injure any of Grantee's Cable System.

8.2 It shall be unlawful for any Person to make or use any unauthorized connection to any part of Grantee's Cable System.

8.3 Any Person that violates this subsection regarding theft of service shall be guilty of a misdemeanor and punished by such fines and imprisonment as may be imposed by a court of competent jurisdiction.

SECTION 9
Miscellaneous Provisions

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

9.2 Entire Agreement. This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise shall be mutually agreed to in writing by the parties.

9.3 Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Franchising Authority or Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. Each party acknowledges that the other party reserves all of its rights under applicable Federal and State Constitutions and laws.

If at any time during the term of this franchise, federal, state or local law permits any provider of video programming to provide services such as those provided pursuant to this franchise either without obtaining a franchise from the Franchising Authority or on terms or conditions more favorable than those applicable to the Grantee, then this franchise will be automatically reformed to grant to the Grantee the more favorable terms, benefits and conditions available to the other provider.

9.4 Notice. Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

The notices or responses to the Franchising Authority shall be addressed as follows:

City of Eveleth
Attn: City Clerk/Administrator
413 Pierce Street
Eveleth, MN 55734-1538

The notices or responses to the Grantee shall be addressed as follows:

Mediacom Minnesota LLC
Vice President, Regulatory &
Legal Affairs
100 Crystal Run Road
Middletown, NY 10941

With a copy to:

Mediacom Minnesota LLC
Vice President, Regulatory &
Legal Affairs
One Mediacom Way
Mediacom Park, NY 10918

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

9.5 Descriptive Headings. The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

9.6 Severability. If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

9.7 Term and Effective Date. The Effective Date of this Franchise is the date of final adoption by the Franchising Authority as set forth below subject to Grantee's acceptance by countersigning where indicated below. This Franchise shall be for a term of five (5) years from the date of Grantee's acceptance.

Considered and approved this 6th day of Nov., 2017.

City of Eveleth

Mediacom Minnesota LLC

Signature:

Jackie Mohanan

Signature:

Bruce Gluckman

Printed Name:

JACKIE MOHANAN-OWEN

Printed Name:

Bruce Gluckman

Title:

CITY ADMINISTRATOR

Title:

Group Vice President, Legal/Regulatory Affairs

Exhibit A

City Hall, 413 Pierce St.

Police Department, 415 Pierce St.

Wastewater Treatment Plant, 4 Fayal Road

Water Treatment Plant, 4381 Miller Trunk Road

City Garage, 6 Fayal Road

Golf Course, 4276 Golf Course Road

Fire Department, 425 Jackson St.

City Auditorium, 421 Jackson Street

Eveleth-Gilbert School, 801 Jones St.

Mesabi College, 1100 Industrial Park Dr.

Elks Club, 415 ½ Jones St.

Hippodrome Ice Arena, 501 Douglas Ave.

Eveleth Veterans Park, 4392 Miller Trunk Rd.

Eveleth Public Library, 614 Pierce Street (upper level and lower level)