April 4, 2018

MODEL CABLE TELEVISION FRANCHISE ORDINANCE

FOR

COMCAST OF MINNESOTA, INC.

CITY OF ________________, MINNESOTA
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ORDINANCE NO. __________

AN ORDINANCE GRANTING A FRANCHISE TO COMCAST OF MINNESOTA, INC., (“GRANTEE”) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF______________, MINNESOTA SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM AND THE PUBLIC RIGHTS-OF-WAY; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN;

The City Council of the City of __________, Minnesota ordains:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the further development of a Cable System, and the continued operation of it. Such development can contribute significantly to the communication needs and desires of the residents and citizens of the City and the public generally. Further, the City may achieve better utilization and improvement of public services and enhanced economic development with the development and operation of a Cable System.

Adoption of this Franchise is, in the judgment of the City Council, in the best interests of the City and its residents.

FINDINGS

In the review of the request for renewal by Grantee and negotiations related thereto, and as a result of a public hearing, the City Council makes the following findings:

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;

2. Grantee’s plans for operating the Cable System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;

3. The Franchise granted to Grantee by the City complies with the existing applicable Minnesota Statutes, federal laws and regulations;

4. The City has exercised its authority under Minnesota law to enter into a Joint and Cooperative Agreement, and an Amended Joint and Cooperative Agreement, with other cities authorized to grant a cable communications franchise, and has delegated authority to the Northern Dakota County Cable Communications Commission to make recommendations to the City regarding this Franchise and to be responsible for the ongoing administration and enforcement of this Franchise as herein provided; and

5. The Franchise granted to Grantee is nonexclusive.
SECTION 1. SHORT TITLE AND DEFINITIONS

1. **Short Title.** This Franchise Ordinance shall be known and cited as the Cable Television Franchise Ordinance.

2. **Definitions.** For the purposes of this Franchise, 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.

   a. “Affiliate” shall mean any Person controlling, controlled by or under common control of Grantee.

   b. “Applicable Laws” means any law, statute, charter, ordinance, rule, regulation, code, license, certificate, franchise, permit, writ, ruling, award, executive order, directive, requirement, injunction (whether temporary, preliminary or permanent), judgment, decree or other order issued, executed, entered or deemed applicable to Grantee by any governmental authority of competent jurisdiction.

   c. “Basic Cable Service” means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7).

   d. “Cable Service” or “Service” means (A) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service, and (B) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or Other Programming Service. Cable Service or Service as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(6).

   e. “Cable System” or “System” means a system of antennas, cables, wires, lines, towers, waveguides, or other conductors, converters, equipment, or facilities located in the City and designed and constructed for the purpose of producing, receiving, transmitting, amplifying, or distributing audio, video, and data. System as defined herein shall not be inconsistent with the definition set forth in 47 U.S.C. § 522(7). Unless otherwise specified, it shall in this document refer to the Cable System utilized by the Grantee in the City under this Franchise.

   f. “Channel” or “Cable Channel” means a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television Channel as defined by the Federal Communications Commission.

   g. “City” means the City of __________, a municipal corporation, in the State of Minnesota, acting by and through its City Council, or its lawfully appointed designee.
h. “City Code” means the Municipal Code of the City of ____________, Minnesota, as may be amended from time to time.

i. “City Council” means the governing body of the City of ____________, Minnesota.

j. “Class IV Cable Channel” means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the System.

k. “Commission” means the Northern Dakota County Cable Communications Commission or its successors or delegations, including representatives of the Member Cities as may exist pursuant to a then valid and existing Joint and Cooperative Agreement and Amended Joint and Cooperative Agreement between Member Cities.

l. “Commission Office” or “Commission Facility” means the facility located at 5845 Blaine Avenue, Inver Grove Heights, Minnesota 55076-1401 or alternative location established in the Commission’s sole discretion.

m. “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 Subscriber signals included in the Subscriber’s service.

n. “Day” unless otherwise specified shall mean a calendar day.

o. “Demarcation Point” means the mutually agreed upon physical point at which the Cable System enters a Subscriber’s home or building.

p. “Drop” means the cable that connects the ground block on the Subscriber’s residence or institution to the nearest feeder cable of the System.

q. “Effective Date” shall mean ________ __, 201__.

r. “FCC” means the Federal Communications Commission and any legally appointed, designated or elected agent or successor.

s. “Franchise” or “Cable Franchise” means this ordinance and the regulatory and contractual relationship established hereby.

t. “Franchise Area” means the entire geographic area within the City as it is now constituted or may in the future be constituted.

u. “Franchise Fee” shall mean the fee assessed by the City to Grantee, in consideration of Grantee’s right to operate the Cable System within the City’s streets and Rights-of-Way, determined in amount as a percentage of Grantee’s Gross Revenues and limited to the maximum percentage allowed for such
assessment by federal law. The term Franchise Fee does not include the exceptions noted in 47 U.S.C. §542(g)(2)(A-E).

v. “GAAP” means generally accepted accounting principles as promulgated and defined by the Financial Accounting Standards Board (“FASB”), Emerging Issues Task Force (“EITF”) and/or the U.S. Securities and Exchange Commission (“SEC”).

w. “Grantee” means Comcast of Minnesota, Inc., its agents, employees, lawful successors, transferees or assignees.

x. “Gross Revenue” means any and all compensation in whatever form, from any source, directly or indirectly earned by Grantee or any Affiliate of Grantee or any other Person who would constitute a cable operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Service within the City. Gross Revenues include, by way of illustration and not limitation, monthly fees charged Subscribers for Cable Services including Basic Cable Service, any expanded tiers of Cable Service, optional premium or on-demand services; pay-per-view services; Pay Services, installation, disconnection, reconnection and change-in-service fees, leased access Channel fees, other service fees such as HD fees, convenience fees, broadcaster fees, bill payment fees and related charges imposed by Grantee regarding the provision of Cable Services; all Cable Service lease payments from the Cable System to provide Cable Services in the City, late fees and administrative fees, payments or other consideration received by Grantee from programmers for carriage of programming on the Cable System and accounted for as revenue under GAAP; revenues from rentals or sales of Converters or any other Cable System equipment; advertising sales revenues booked in accordance with Applicable Law and GAAP; revenues from program guides and electronic guides, additional outlet fees, Franchise Fees required by this Franchise, revenue from Interactive Services to the extent they are considered Cable Services under Applicable Law; revenue from the sale or carriage of other Cable Services, revenues from home shopping and other revenue-sharing arrangements. Grantee agrees that Gross Revenues shall include all commissions paid to any Affiliate of the Grantee, or their successors, associated with sale of advertising on the Cable System within the City allocated according to this paragraph using total Cable Service Subscribers reached by the advertising. Copyright fees or other license fees paid by Grantee shall not be subtracted from Gross Revenues for purposes of calculating Franchise Fees. Gross Revenues shall include revenue received by any entity other than Grantee where necessary to prevent evasion or avoidance of the obligation under this Franchise to pay the Franchise Fees.

Gross Revenues shall not include any taxes on services furnished by Grantee, which taxes are imposed directly on a Subscriber or user by a city, county, state or other governmental unit, and collected by Grantee for such entity. The Franchise Fee is not such a tax. Gross Revenues shall not include amounts which cannot be collected by Grantee and are identified as bad debt; provided that if amounts
previously representing bad debt are collected, then those amounts shall be included in Gross Revenues for the period in which they are collected. Gross Revenues shall not include payments for PEG Access support. The City acknowledges and accepts that Grantee shall maintain its books and records in accordance with GAAP.

y. “Installation” means the connection, by or on the behalf of the Grantee, of the System from feeder cable to the point of connection with the Subscriber Set Top Box or other terminal equipment.

z. “Institutional Network” or “I-Net” means a communications network which is described in Section 7 herein and which is generally available only to Subscribers who are not residential Subscribers.

aa. “Interactive Services” are those services provided to Subscribers whereby the Subscriber either (a) both receives information consisting of either television or other signal and transmits signals generated by the Subscriber or equipment under his/her control for the purpose of selecting what information shall be transmitted to the Subscriber or for any other purpose or (b) transmits signals to any other location for any purpose.

bb. “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 Communication System.

cc. “Local Origination” means programming produced by the Grantee or the Commission and/or the City staff regarding issues and events affecting the Member Municipalities of the Commission. Local origination programming may include public, education, and government access programming.

dd. “Member Cities” or “Member Municipalities” means those cities that are parties to a then valid and existing joint powers agreement which, at the time of granting this Franchise, include Inver Grove Heights, Lilydale, Mendota, Mendota Heights, South St. Paul, Sunfish Lake, and West St. Paul.

ee. “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 at least one (1) night per week and/or some weekend hours.

ff. “Normal Operating Conditions” means those service conditions which are within the control of Grantee. Those conditions which are not within the control of 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 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 of the System.
“Other Video Programming” means information that a cable operator makes available to all Subscribers generally.

“Pay Service” means programming (such as certain on-demand movie channels or pay-per-view programs) offered individually to Subscribers on a per-channel, per-program or per-event basis.

“PEG” means public, educational and governmental.

“Person” is any person, firm, partnership, association, corporation, company, or other legal entity.

“Right-of-Way” or “Rights-of-Way” means the area on, below, or above any real property in the City, in which the City has an interest, including, but not limited to any street, road, highway, alley, sidewalk, parkway, park, skyway, or any other place, area, or real property owned by or under the control of the City, including other dedicated Rights-of-Way for travel purposes and utility easements.

“Right-of-Way Ordinance” means any ordinance codifying requirements regarding regulation, management and use of Rights-of-Way in the City, including registration and permitting requirements.

“Standard Installation” means any installation which is located up to one hundred twenty-five (125) feet from the existing distribution system.

“Signal” means any digital electrical or light impulses carried on the Cable System, whether one-way or bi-directional.

“Subscriber” means any Person who lawfully receives Cable Service via the Cable System. In the case of multiple office buildings or multiple dwelling units, the “Subscriber” means each lessee, tenant or occupant, not the building owner.

“Video Programming” means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

“Wireline MVPD” means a multichannel video programming distributor that utilizes the streets to install cable or fiber and is engaged in the business of making available for purchase, by Subscribers, multiple Channels of Video Programming in the City.

SECTION 2. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. Grant of Franchise.

a. The City hereby authorizes Grantee to occupy or use the City’s Rights-of-Way subject to: 1) the provisions of this non-exclusive Franchise to provide Cable Service within the City; and 2) all applicable provisions of the City Code. Said Franchise shall constitute both a right and an obligation to provide Cable Services
as required by the provisions of this Franchise. Nothing in this Franchise shall be construed to prohibit Grantee from: (1) providing services other than Cable Services to the extent not prohibited by Applicable Law; or (2) challenging any exercise of the City’s legislative or regulatory authority in an appropriate forum. The City hereby reserves all of its rights to regulate such other services to the extent not prohibited by Applicable Law and no provision herein shall be construed to limit or give up any right to regulate.

2. **Grant of Nonexclusive Authority.**
   
a. The Grantee shall have the right and privilege, subject to the permitting and other lawful requirements of the City Code, to construct, erect, and maintain, in, upon, along, across, above, over and under the Rights-of-Way in the City a Cable System and shall have the right and privilege to provide Cable Service. The System constructed and maintained by Grantee or its agents shall not interfere with other uses of the Rights-of-Way. Grantee shall make use of existing poles and other above and below ground facilities available to Grantee to the extent it is technically and economically feasible to do so.

b. Notwithstanding the above grant to use Rights-of-Way, no Right-of-Way shall be used by Grantee if the City determines that such use is inconsistent with the terms, conditions, or provisions by which such Right-of-Way was created or dedicated, or with the present or reasonably anticipated future use of the Right-of-Way.

c. This Franchise shall be nonexclusive, and the City reserves the right to grant a use of said Rights-of-Way to any Person at any time during the period of this Franchise for the provision of Cable Service. Such additional grants shall not operate to materially modify, revoke, or terminate any rights previously granted to Grantee other than as described herein. At a minimum, the City shall comply with Minnesota Statutes Section 238.08, subd. 1(b) and subd. 1(c) when granting such additional franchise.

d. Before granting an additional cable television franchise, the City shall give written notice to the Grantee of any other proposal to service all or part of the Franchise Area, identifying the applicant for such additional franchise and specifying the date, time, and place at which the City shall consider and/or determine whether such additional cable television franchise should be granted.

3. **Lease or Assignment Prohibited.** No Person may lease any portion of Grantee’s System for the purpose of providing Cable Service until and unless such Person shall have first obtained and shall currently hold a valid franchise or other lawful authorization from the City. Any assignment of rights under this Franchise shall be subject to and in accordance with the requirements of Section 10, Paragraph 5.
4. **Franchise Term.** This Franchise shall be in effect for a period of ten (10) years from the date of acceptance by Grantee, unless sooner renewed, revoked or terminated as herein provided.

5. **Previous Franchises.** Upon acceptance by Grantee as required by Section 14 herein, this Franchise shall supersede and replace any previous ordinance, as well as written agreements between the parties which pre-date this Franchise.

6. **Compliance with Applicable Laws and the City Code.**
   
a. The terms of this Franchise shall define the contractual rights and obligations of Grantee with respect to the provision of Cable Service and operation of the System in the City. However, Grantee shall at all times during the term of this Franchise be subject to all lawful exercise of the police power, statutory rights, and eminent domain rights of the City. This Franchise may be modified or amended with the written consent of Grantee and the City as provided in Section 13, Paragraph 3 herein.

b. Grantee shall comply with the terms of the City Code, including any Right-of-Way Ordinance, which may have the effect of superseding, modifying or amending the terms of Section 3 herein, except that Grantee shall not, through application of such City Code requirement or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which conflict with federal law or exceed burdens on similarly situated Rights-of-Way users.

c. In the event of any conflict between Section 3 of this Franchise and any lawful and generally applicable City Code provision which addresses usage of the Rights-of-Way, the conflicting terms in Section 3 of this Franchise shall be superseded by such City Code provision, except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which conflicts with federal law or exceeds burdens on similarly situated Rights-of-Way users.

d. In the event any lawfully and generally applicable City Code provision which addresses usage of the Rights-of-Way adds to, modifies, amends, or otherwise differently addresses issues addressed in Section 3 of this Franchise, Grantee shall comply with such City Code provision regardless of which requirement was first adopted except that Grantee shall not, through application of such City ordinance or regulation of Rights-of-Way, be subject to additional burdens with respect to usage of Rights-of-Way which conflicts with federal law or exceeds burdens on similarly situated Rights-of-Way users.

e. In the event Grantee cannot determine how to comply with any Right-of-Way requirement of the City, whether pursuant to this Franchise or other requirement, Grantee shall immediately provide written notice of such question, including Grantee’s proposed interpretation, to the City, in accordance with Section 2,
Paragraph 9. The City shall provide a written response within seventeen (17) Days of receipt indicating how the requirements cited by Grantee apply. Grantee may proceed in accordance with its proposed interpretation in the event a written response is not received within seventeen (17) Days of mailing or delivering such written question.

7. **Rules of Grantee.** 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 obligations under this Franchise 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 Applicable Laws.

8. **Territorial Area Involved.** This Franchise is granted for the corporate boundaries of City, as it exists from time to time. Consistent with Section 4, Paragraph 6 hereof, in the event of annexation by City, or as development occurs, any new territory shall become part of the territory for which this Franchise is granted; provided, however, that Grantee shall only be required to extend service beyond its present System boundaries pursuant to Section 4, Paragraph 7 hereof. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas but in no event to exceed twelve (12) months from notice thereof by City to Grantee and qualification pursuant to the density requirements of Section 4, Paragraph 7 hereof.

9. **Written Notice.** All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to any officer of the Grantee or the City’s administrator of this Franchise during Normal Business Hours or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City:  
City Administrator  
City of __________________________

If to Commission:  
Executive Director  
Northern Dakota County Cable Communications Commission  
5845 Blaine Avenue  
Inver Grove Heights, MN  55076

If to Grantee:  
General Manager  
Comcast  
10 River Park Plaza  
St. Paul, MN  55107

Recognizing the widespread usage and acceptance of electronic forms of communication, emails will be acceptable as formal notification related to the conduct of general business
amongst the parties to this contract, including but not limited to programming and price adjustment communications. Such communication should be addressed and directed to the Person of record as specified above.

Such addresses may be changed by either party upon notice to the other party given as provided in this section.

SECTION 3. CONSTRUCTION STANDARDS

1. Registration, Permits, Construction Codes, and Cooperation.

a. Grantee agrees to obtain a permit as required by the City prior to removing, abandoning, relocating or reconstructing, if necessary, any portion of its facilities. Notwithstanding the foregoing, the City understands and acknowledges there may be instances when Grantee is required to make repairs, in compliance with federal or state laws, that are of an emergency nature. Grantee shall notify the City prior to such repairs, if practicable, and shall obtain the necessary permits in a reasonable time after notification to the City.

b. Generally applicable fees and reimbursement paid through the permitting process is separate, and in addition to, any other fees included in the Franchise.

c. Failure to obtain permits or comply with permit requirements shall be grounds for revocation of this Franchise, or any lesser sanctions provided herein or in any other Applicable Law.

d. Grantee shall not open or disturb the surface of any Rights-of-Way or public place for any purpose without first having obtained a permit to do so in the manner provided by law. All excavation shall be coordinated with other utility excavation or construction so as to minimize disruption to the public.

2. Use of existing poles or conduits.

a. Grantee shall utilize existing poles, conduits and other facilities whenever commercially and technologically feasible, and shall not construct or install any new, different or additional poles whether on public property or on privately-owned property until the written approval of the City is obtained. No location or any pole or wire-holding structure of Grantee shall be a vested interest, and any Grantee poles or structures shall be removed or modified by Grantee at its own expense whenever the City determines that the public convenience would be enhanced thereby.

b. The facilities of Grantee shall be placed underground where all utility lines are placed underground.
3. **Minimum Interference.**

   a. Grantee shall use its best efforts to give reasonable prior notice to any adjacent private property owners who will be negatively affected or impacted by Grantee’s work in the Rights-of-Way.

   b. All transmission and distribution structures, lines and equipment maintained by Grantee shall be located so as to cause minimum interference with the unencumbered use of Rights-of-Way and other public places except for normal and reasonable obstruction and interference which might occur during construction and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the Rights-of-Way and public places.

4. **Disturbance or damage.** Any and all Rights-of-Way, or public or private property, which are disturbed or damaged during the repair, replacement, relocation, operation, maintenance, expansion, extension or reconstruction of the Grantee’s System shall be promptly and fully restored by Grantee, at its expense, to substantially the same condition as that prevailing prior to Grantee’s work, as determined by the City. If Grantee shall fail to promptly perform the restoration required herein, after written request of the City and reasonable opportunity to satisfy that request, the City shall have the right to put the Rights-of-Way, public, or private property back into substantially the same condition as that prevailing prior to Grantee’s work. In the event the City determines that Grantee is responsible for such disturbance or damage and fails to restore as set forth in this section, Grantee shall be obligated to fully reimburse the City for such restoration within thirty (30) Days after its receipt of the City’s invoice therefor.

5. **Temporary Relocation.**

   a. At any time during the period of the Franchise, Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate or remove any of its property when, in the opinion of the City, (i) the same is required by reason of traffic conditions, public safety, Rights-of-Way vacation, the City freeway or Rights-of-Way construction, the City alteration to or establishment of any Rights-of-Way or any facility within the Rights-of-Way, sidewalk, or other public place, including but not limited to, installation of sewers, drains, waterlines, power lines, traffic signal lines or transportation facilities; or (ii) a City project or activity makes temporary disconnection, removal, or relocation necessary or less expensive for the City.

   b. Grantee shall, on request of any Person holding a permit to move a building, temporarily raise or lower its wires to permit the movement of such buildings. The actual expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and Grantee shall have the authority to require such payment in advance. Grantee shall be given not less than ten (10) Days advance written notice from such Person holding a permit to arrange such temporary wire alterations.
6. **Emergency.** Whenever, in case of fire or other emergency, it becomes necessary in the judgment of the city administrator, police chief, fire chief, or their delegates, to remove or damage any of Grantee’s facilities, no charge shall be made by Grantee against the City for restoration, repair or damages. Notwithstanding the above, Grantee reserves the right to assert a right of reimbursement or compensation from any responsible party.

7. **Tree Trimming.** Grantee shall have the authority to trim trees on public Rights-of-Way at its own expense as may be necessary to protect its wires and facilities, subject to any required supervision and direction by the City. Trimming of trees on private property shall require consent of the property owner. Any trimming of trees by the Grantee in the Rights-of-Way shall be subject to such generally applicable regulation as the city administrator or other authorized official may establish to protect the public health, safety and convenience.

8. **Protection of Facilities.** Nothing contained in this section shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee’s facilities while performing any work connected with grading, regrading or changing the line of any Rights-of-Way or public place or the construction or reconstruction of any sewer or water system.

9. **Installation Records.** Grantee shall keep accurate installation records, maps or diagrams, of the location of its facilities in the Rights-of-Way and public ways and furnish them to the City upon request. Grantee shall cooperate with the City to furnish, if possible, such information in an electronic mapping format compatible with the then-current City electronic mapping format. At the commencement of this Franchise and upon completion of any further construction or relocation of underground facilities in the Rights-of-Way and public ways, Grantee shall provide the City, if possible, with installation records in an electronic format compatible with the then-current City electronic mapping format showing the location of the underground and above ground facilities.

10. **Locating Facilities.**

    a. If, during the design process for public improvements, the City discovers a potential conflict with proposed construction, Grantee shall either: (a) locate and, if necessary, expose its facilities in conflict or (b) use a location service under contract with the City or State to locate or expose its facilities. Grantee is obligated to furnish the location information in a timely manner, but in no case longer than thirty (30) Days.

    b. The City reserves the prior and superior right to lay, construct, erect, install, use, operate, repair, replace, remove, relocate, regrade, widen, realign, or maintain any Rights-of-Way, aerial, surface, or subsurface improvement, including but not limited to water mains, traffic control conduits, sanitary or storm sewers, subways, tunnels, bridges, viaducts, or any other public construction within the Rights-of-Way of the City limits.
11. **City’s Rights.** 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 Right-of-Way; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

12. **Facilities in Conflict.** If, during the course of a project, City determines Grantee’s facilities are in conflict, then Grantee shall, within a reasonable time, but in no event exceeding four (4) months, remove or relocate the conflicting facility. This time period shall begin running upon receipt by Grantee of written notice from City. However, if both City and Grantee agree, the time frame may be extended based on the requirements of the project.

13. **Interference with the City Facilities.** The installation, use and maintenance of Grantee’s facilities within the Rights-of-Way and public ways authorized herein shall be in such a manner as not to unreasonably interfere with the City’s placement, construction, use and maintenance of its Rights-of-Way and public ways, Rights-of-Way lighting, water pipes, drains, sewers, traffic signal systems or other City systems that have been, or may be, installed, maintained, used or authorized by the City.

14. **Interference with Utility Facilities.** Grantee agrees not to install, maintain or use any of its facilities in such a manner as to damage or unreasonably interfere with any existing facilities of a utility located within the Rights-of-Way and public ways of the City. Nothing in this section is meant to limit any rights Grantee may have under Applicable Laws to be compensated for the cost of relocating its facilities from the utility that is requesting the relocation.

15. **Collocation.** To maximize public and employee safety, to minimize visual clutter of aerial plant, and to minimize the amount of trenching and excavation in and along the City Rights-of-Way and sidewalks for underground plant, Grantee shall make every commercially reasonable effort to collocate compatible facilities within the Rights-of-Way subject to the engineering requirements of the owners of utility poles and other facilities, in the case that relocation or extension of Grantee’s facilities is approved or required by the City.

16. **Safety Requirements.**

   a. Grantee shall at all times employ ordinary and reasonable care and shall install, maintain, and use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage or injuries.

   b. Grantee shall install and maintain its System and other equipment in accordance with the City Code and the requirements of the National Electric Safety Code and all other applicable FCC, state and local regulations, and in such manner that they will not interfere with the City’s communications technology related to health, safety and welfare of the residents.
c. Cable System structures, lines, equipment and connections in, over, under and upon the Rights-of-Way of the City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of the City or any Person.

SECTION 4. DESIGN PROVISIONS

1. System Description.
   a. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.
   b. Upon the Effective Date of this Franchise, Grantee’s System has a 750 MHz capacity and utilizes a hybrid fiber-coaxial architecture. Grantee’s System shall continue to provide and utilize a minimum of 550 MHz for Cable Services and shall continue to provide for the term of this Franchise a minimum of 750 MHz capacity.
   c. Maintenance of the System shall occur as described in Exhibit B attached hereto.
   d. Grantee shall maintain a System capable of providing non-video Cable Services such as high-speed data transmission, Internet access, and other competitive services. It is anticipated that Grantee may use 200 MHz of the total 750 MHz System capacity for the provision of such services.
   e. The System shall be designed such that at a minimum all technical specifications of this Franchise are met. The System shall be designed such that no noticeable degradation in Signal quality will appear at the Subscriber terminal.
   f. All final programming decisions remain the discretion of Grantee in accordance with this Franchise, provided Grantee notifies the City and Subscribers in writing thirty (30) Days prior to any Channel additions, deletions, or realignments in the manner and to the extent required by federal law and subject to Grantee’s Signal carriage obligations hereunder and pursuant to 47 U.S.C. § 531-536 and to the City’s rights pursuant to 47 U.S.C. § 545. Location and relocation of the PEG Channels shall be governed by Section 6 and Exhibit A.

2. Interruption of Service. To the extent within Grantee’s control in the ordinary course of business, Grantee shall interrupt service only for good cause and for the shortest time possible. Such interruption shall occur during periods of minimum use of the System rebuttably presumed to be between the hours of 12:00 a.m. and 6:00 a.m. local time. If service is interrupted for a total period of more than twenty-four (24) continuous hours to one or more Subscribers in any thirty (30) Day period, those Subscribers shall, upon request, be credited pro rata for such interruption.

3. Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the applicable technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76, Subpart K of the Code of
Federal Regulations, as may be amended or modified from time to time, which regulations are expressly incorporated herein by reference. The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NFRA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the City’s interpretation shall control over all other sources and interpretations. In addition, to the maximum extent that the FCC has not specifically preempted the City’s rights to set its own technical standards for the operation of Grantee’s Cable System, Grantee is subject to the technical standards outlined in Exhibit B, paragraph 5, attached hereto.

4. **Special Testing.**

   a. Throughout the term of this Franchise, the City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise. In addition, the City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints regarding such construction or installation work or pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing.

   b. Before ordering such tests, 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 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 at Grantee’s expense by a qualified engineer selected by the City and Grantee shall cooperate in such testing.

5. **FCC Reports.** The results of any tests required to be filed by Grantee with the FCC or placed in Grantee’s public inspection file as required by FCC rules, shall also be made available to the City or its designee upon request within ten (10) Days of the date of request.

6. **Annexation.** Upon the annexation of any additional land area by the City, the annexed area shall thereafter be subject to all the terms of this Franchise immediately upon notification to Grantee of the annexation by the City.
7. **Line Extension.**

a. Grantee shall construct and operate its Cable System to as to provide service to all parts of its Franchise Area as provided in this Franchise and having a density equivalent to seven (7) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant if the extension is to be constructed using aerial plant, and ten (10) dwelling units per one-quarter (1/4) mile of feeder cable as measured from the nearest active plant if the extension is to be constructed using underground plant. The City, for its part, shall endeavor to exercise reasonable efforts to require developers and utility companies to provide the Grantee with at least fifteen (15) Days advance notice of an available open trench for the placement of necessary cable.

b. Where the density is less than that specified above, Grantee shall inform Persons requesting service of the possibility of paying for installation or a line extension and shall offer to provide them with a free written estimate of the cost, which shall be provided within fifteen (15) working days of such a request. The charge for installation or extension for each Person requesting service shall not exceed a pro rata share of the actual cost of extending the service and Grantee shall not be obligated to extend its System until seventy-five percent (75%) of the Persons requesting service in such area have prepaid their pro rata share of the extension.

c. Any residential unit located within one hundred twenty-five (125) feet of the nearest active plant on Grantee’s System shall be connected to the System at no charge other than the Standard Installation charge. Grantee shall, upon request by any potential Subscriber residing in the City beyond the one hundred twenty-five (125) foot limit, extend service to such Subscriber provided that the Subscriber shall pay the net additional Drop costs.

d. Under Normal Operating Conditions, if Grantee cannot perform installations within the times specified in applicable customer standards, the Subscriber may request and is entitled to receive a credit equal to the charge for a Standard Installation. For any installation that is not a free installation or a Standard Installation, Grantee shall provide the Subscriber with a written estimate of all charges within fifteen (15) Days of a request by the Subscriber. Failure to comply will subject Grantee to appropriate enforcement actions. This section does not apply to the introduction of new products and services when Grantee is utilizing a phased introduction.

8. **Nonvoice Return Capability.** Grantee is required to use cable and associated electronics having the technical capacity for nonvoice return communications.

9. **Lockout Device.** Upon the request of a Subscriber, Grantee shall make available a Lockout Device in accordance with Applicable Law.
10. **Home Wiring.**

a. Prior to a customer’s termination of Cable Service, the Grantee will not restrict the ability of a Subscriber to remove, replace, rearrange or maintain any cable wiring located within the interior space of the Subscriber’s dwelling unit, so long as such actions do not interfere with the ability of the Grantee to meet FCC technical standards or to provide services to, and collect associated revenues from, that customer or any neighboring customer in a multiple dwelling unit.

b. The Grantee will provide Subscribers with a notification upon commencement of service, and annually thereafter, advising them of their rights relating to home wiring as expressed by the FCC. Such notice will advise customers that they may either; (i) remove, replace, rearrange or maintain the home wiring themselves, (ii) select a qualified third party contractor, or (iii) request that the Grantee provide such service at standard hourly installation rates, plus materials at actual cost.

c. Such notice will inform Subscribers that if any home wiring is improperly installed or rearranged by anyone other than the Grantee, and any harmful or improper Signal leakage occurs as a result, the Subscriber may be held responsible for the actual cost of rectifying the problem. Pursuant to FCC rules, the Grantee recognizes that it is required to terminate service to any location where Signal leakage problems are not corrected. Subscribers will be encouraged to use high quality home wiring materials to avoid Signal leakage and to maintain Signal quality. The Grantee will offer to supply such materials to Subscribers at actual cost plus a reasonable rate of return.

d. In order to ensure consumer choice for all providers of MVPD, Grantee shall fully cooperate with all competitive providers of MVPD. Grantee shall further, upon request, provide all competitive providers of MVPD immediate access to all “home run” wiring in a multiple dwelling unit, provided however, that if the equipment is owned by Grantee, the competitive provider shall, in accordance with Minnesota Statutes Section 238.25, and upon request, reimburse Grantee its pro rata cost of the home run wiring and installation, reduced to the extent of cumulative depreciation of the home run wiring at the time the competitive provider begins providing service. Exclusive contracts for the provision of Cable Service shall be prohibited and any existing exclusive contracts for the provision of Cable Service in the City shall be null and void as against public policy and contrary to the intent of the federal Communications Act of 1934, as amended, and applicable FCC ruling and orders.

11. **Customer Service Monitoring.** The Grantee shall utilize such equipment and software and keep such records as are necessary or required to enable the City to determine whether the Grantee is complying with all telephone answering standards required by applicable customer service regulations and laws, as amended from time to time.
SECTION 5. SERVICE PROVISIONS

1. **Regulation of Service Rates.** The City may regulate rates for the provision of Cable Service, equipment, or any other communications service provided over the System to the extent allowed under Applicable Laws. The City and the Commission reserve the right to regulate rates for any future services to the extent permitted by Applicable Laws. Any rate regulation undertaken by the City shall at all times comply with the rate regulations of the FCC at 47 C.F.R. §76.900 et. seq., as may from time to time be amended.

2. **Non-Standard Installations.** Grantee shall install and provide Cable Service to any Person requesting other than a Standard Installation provided that said Cable Service can meet FCC technical specifications. In such case, Grantee may charge for the incremental increase in material and labor costs incurred beyond the Standard Installation.

3. **Sales Procedures.** Grantee shall not exercise deceptive sales procedures when marketing any of its services within the City. In its initial communication or contact with a prospective Subscriber and in all general solicitation materials marketing the Grantee or its services as a whole, Grantee shall inform the prospective Subscriber of all levels of service available, including the lowest priced service tiers. Grantee shall have the right to market door-to-door during reasonable hours consistent with Applicable Laws.

   a. **Consumer Protection and Service Standards.** Grantee shall maintain a convenient local customer service and bill payment location in Dakota County for receiving Subscriber payments, handling billing questions and equipment replacement.

   b. Grantee shall comply with the following consumer protection standards:

      Cable System office hours and telephone availability:

      i. Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its Subscribers twenty-four (24) hours a day, seven (7) Days a week.

         1. Trained Grantee 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 Grantee representative on the next business day.

      ii. 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.

iii. Grantee will 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.

iv. Under Normal Operating Conditions, the customer will receive a busy Signal less than three percent (3%) of the time.

v. Customer service center and bill payment locations will be open at least during Normal Business Hours. Payment drop boxes shall be emptied at least once a day, Monday through Friday, with the exception of legal holidays, and payments shall be posted to Subscribers’ accounts within forty-eight (48) hours of pick-up. Subscribers shall not be charged a late fee or otherwise penalized for any failure by the Grantee to empty a drop box as specified herein, or to properly credit a Subscriber for a payment timely made. Grantee shall provide Subscribers with notice regarding drop box payment, pick up and posting procedures.

c. Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety-five percent (95%) of the time measured on a quarterly basis:

i. Standard Installations will be performed within seven (7) business days after an order has been placed. “Standard” Installations are those that are located up to one hundred twenty-five (125) feet from the existing distribution system.

ii. Excluding conditions beyond the control of Grantee, Grantee will begin working on “service interruptions” promptly and in no event later than twenty-four (24) hours after the interruption becomes known. Grantee must begin actions to correct other service problems the next business day after notification of the service problem.

iii. 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. (Grantee shall schedule service calls and other Installation activities outside of Normal Business Hours for the express convenience of the customer.)

iv. Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

v. If Grantee’s 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.
vi. For purposes of determining conditions beyond the control of Grantee under this section, power outages of Grantee’s power supplies or telephone system may be within the control of Grantee.

d. Communications between Grantee and Subscribers:

i. Notifications 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:

   a. Products and services offered;

   b. Prices and options for all levels, including free programming services and conditions of subscription to programming and other services;

   c. Installation and service maintenance policies;

   d. Instructions on how to use the Cable Service;

   e. Channel positions of the programming carried on the System; and

   f. Billing and complaint procedures, including the address and telephone number of the Commission’s office.

2. Customers will be notified of any changes in rates, programming services or Channel positions as soon as possible in writing. Notice must be given to Subscribers a minimum of thirty (30) Days in advance of such changes if the changes are within the control of Grantee. In addition, the Grantee shall notify Subscribers thirty (30) Days in advance of any significant changes in the other information required by Section 5, Paragraph 3(d)(i)(1) above. Grantee shall not be required to provide prior notice of any rate changes as a result of a regulatory fee, Franchise Fee, or other fees, tax, assessment or charge of any kind imposed by any federal agency, state or franchising authority on the transaction between the operator and the Subscriber.

ii. Billing:

1. Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
2. In case of a billing dispute, Grantee must respond to a written complaint from a Subscriber within thirty (30) Days.

iii. Refunds: Refund checks will be issued promptly, but no later than either:

1. The customer’s next billing cycle following resolution of the request or thirty (30) Days, whichever is earlier, or

2. The return of the equipment supplied by Grantee if service is terminated.

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

e. Grantee shall provide the City with a quarterly customer service compliance report which shall, at a minimum, demonstrate Grantee’s compliance with the terms and provisions of this Section 5, Paragraph 3 and any additional customer service requirements contained in this Franchise, FCC Customer Service Obligations, and other Applicable Laws, and include a summary by category of Subscriber complaints summarizing the number and nature of such complaints.

f. Grantee shall also provide the City with a monthly Subscriber data report consistent with the information Grantee has historically provided over the prior franchise term. The monthly Subscriber data report shall be provided in format substantially the same as, and containing the same information as set forth in, Exhibit H attached hereto.

4. Subscriber Contracts. Grantee shall file with Commission any standard form Subscriber contract utilized by Grantee. If no such written contract exists, Grantee shall file with the City a document completely and concisely stating the length and terms of the Subscriber contract offered to customers. The length and terms of any Subscriber contract(s) shall be available for public inspection during Normal Business Hours.

5. Refund Policy. In the event a Subscriber establishes or terminates service and receives less than a full month’s service, 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.

6. Late Fees. Fees for the late payment of bills shall not be assessed by Grantee until after the service has been fully provided and, then, only if the bill remains unpaid after the Subscriber is notified of a delinquent balance. Late Fees shall be based on a reasonable estimate of projected costs to Grantee of late payment of bills and the servicing and collecting of such accounts.
SECTION 6. LOCAL CHANNELS AND NETWORK DROP PROVISIONS

1. **Grantee Support for PEG Access.** Grantee shall provide the following support for PEG access within the Franchise Area:
   
a. Provision of the Channels designated in Exhibit A of this Agreement for PEG access programming at no charge in accordance with the requirements of Exhibit A.
   
b. Financial support of PEG access and Local Origination programming to the extent specified in Exhibit A of this Agreement.
   
c. Continuing technical assistance and support for all PEG Channels, including line checks, tests, audio/video adjustments, live feeds, and any other technical issues related to the PEG Channels.

2. **Subscriber Network Drops to Designated Buildings.**
   
a. **Service to Commission.** Grantee shall continue to provide the Commission, free of charge and at no cost to the Commission, complimentary service with the highest level of standard definition (SD) and high definition (HD) Cable Service offered by Grantee, excluding pay-per-view, pay per channel (premium) programming, high-speed data services or newly created non-video Cable Services (“Complimentary Commission Service”). However, Grantee must provide the Commission any platform that includes the PEG Channels, including X1. In addition, the Grantee shall also continue to provide the Commission, free of charge and at no cost to the Commission, any equipment necessary to receive these services at a minimum of seven (7) television sets, which shall include SD, HD, video on demand (VOD), X1 and similar new platforms, boxes, devices, remotes, and digital television adapters (DTAs). If changes in the technology used by the Grantee require additional equipment for reception of PEG Channels the Grantee shall make such equipment available for up to seven (7) television sets free of charge and at no cost to the Commission.

   b. **Service to City Halls.** Grantee shall, free of charge and at no cost to any Member City or Commission, provide to each Member City’s City Hall Complimentary Commission Service as defined in Section 6, Paragraph 2(a) above. The Complimentary Commission Service for the City Halls shall include all necessary SD and HD reception equipment for to up to seven (7) television sets at each Member City’s City Hall (if no City Hall exists, then the location used by the City as City Hall) as identified on Exhibit C attached hereto and made a part hereof. Exhibit C may be modified by the Commission from time to time to accommodate changes in the City/Commission facilities locations. If a City/Commission facility is relocated, the Grantee shall provide Complimentary Commission Service to the new location, provided that the City/Commission shall pay the actual incremental installation costs for any location in excess of five
hundred (500) feet of Grantee’s existing plant where the recipient makes available conduit or aerial structures to accommodate the new facilities, or any Drop in excess of two hundred fifty (250) feet.

c. **Service to Designated Public Buildings.** Grantee shall, at no cost to the City or Commission, continue to provide Digital Starter or equivalent package of Cable Service and reception equipment to up to three (3) outlets at other government buildings, schools and public libraries located in the City where Grantee provides Cable Service as listed on Exhibit C. The City may request up to five (5) additional government buildings, schools, or public libraries during the term of this Agreement, provided that the City or public institution shall pay the actual incremental installation costs for any location in excess of five hundred (500) feet of Grantee’s existing plant where the recipient makes available conduit or aerial structures to accommodate the new facilities, or any Drop in excess of two hundred fifty (250) feet. For purposes of this subsection, “school” means all State-accredited K-12 public and private schools. Outlets of Basic and Expanded Basic Service provided in accordance with this subsection may be used to distribute Cable Services throughout such buildings. The City or public institution shall have the right to extend service to multiple outlets within the building with the costs of constructing additional outlets the responsibility of the City or public institution; provided such distribution can be accomplished without causing Cable System disruption and general technical standards are maintained. Such outlets may only be used for lawful purposes. If additional devices beyond the allocated amount per location provided above are needed to serve additional outlets, those devices shall be made available at Grantee’s best discounted rate. All inside wiring shall be the responsibility of the City, or public institution, and subject to service or repair by Comcast at standard rates. Any such institution located more than two hundred fifty (250) feet shall be connected if such institution agrees to reimburse Grantee for Grantee’s Installation Costs (defined below) in excess of the two hundred fifty (250) foot installation cost.

d. Additional Subscriber network Drops and/or outlets in any of the locations identified on Exhibit C will be installed by Grantee at the lowest installation cost of Grantee’s time and material consistent with Applicable Law (“Installation Costs”). Grantee shall provide the Commission with a complete and detailed cost estimate which shall include Grantee’s Installation Costs for any additional Subscriber network Drop and/or outlets. Within no more than ninety (90) Days thereafter, the Commission shall work with institution requesting the additional Subscriber network Drop and/or outlets and provide Grantee with written approval, if applicable, to move forward with the additional Subscriber network Drop and/or outlets. Grantee shall only begin work on construction of the additional Subscriber network Drop and/or outlets once final approval is received from the Commission, and Grantee shall complete construction within thirty (30) Days from the date of approval. Grantee shall bill the institution requesting the additional Subscriber network Drop and/or outlets its Installation Costs in accordance with the agreed upon estimate. The terms and conditions of such payment shall be between the Grantee and the institution. Alternatively, said
Institutions may add outlets at their own expense, as long as such installation meets Grantee’s standards and approval which approval shall not be unreasonably withheld. Grantee shall have three (3) months from the date of the City designation to complete construction of the Drop and/or outlets unless weather or other conditions beyond the control of Grantee requires more time.

e. Grantee agrees that it will not offset or reduce its payment of past, present or future Franchise Fees required pursuant to Section 8, Paragraph 3 of this Franchise, as a result of its obligation to provide the services listed in Section 6, Paragraph 2 and Exhibit A of this Franchise.

SECTION 7. INSTITUTIONAL NETWORK (I-NET) PROVISIONS

1. Institutional Network Facilities and Capacity; Cost Recovery by Grantee.

a. The I-Net shall be for the exclusive use of the City, the Commission and I-Net Users throughout the term of the Franchise, or any renewal or extension thereof. Notwithstanding the foregoing, the Grantee may use capacity on the I-Net, including for lease or other commercial purposes, provided that the City, the Commission and I-Net Users are not using such capacity and further provided that the Grantee’s use does not interfere with use of the I-Net by the City, the Commission or I-Net Users. The Grantee shall continue to provide an institutional network which, consists of the following infrastructure: (i) bidirectional minimum six (6) count fiber optic lines in a ring and/or a star architecture to the locations within the NDC4 Franchise Area as listed in Exhibit F (“I-Net user sites”) as designated as primary sites by the Commission. The Commission acknowledges that usage of the I-Net has changed and evolved since its construction and implementation nearly twenty (20) years ago. While some users continue to rely upon the I-Net as their primary fiber connection for voice, video, and data connections, other users have varying levels of usage, and some have transitioned to using fewer than six (6) strands, or using the I-Net as a backup/redundancy connection rather than their primary connection. The Commission is committed to working with the Grantee to establish the current, actual usage of the I-Net fiber, and allowing the Grantee to re-capture and re-use strands of fiber that are no longer needed by the I-Net users.

b. Within the first ninety (90) Days from the Effective Date of this Franchise, the Commission shall work with I-Net users to review the users’ current I-Net needs, interests, and usage of the I-Net fibers in the ring and in the star connections to each user’s star locations.

c. Six (6) count fiber ring: Users that are no longer utilizing up to two (2) strands on the fiber ring for primary or backup connections will identify those strands to be recaptured/re-used by the Grantee. Four (4) strands on the fiber ring will be maintained for NDC4 PEG programming connections to the ring locations.
d. Six (6) count fiber star locations: Users that are no longer utilizing up to four (4) strands of fiber in star locations for primary or backup connections will identify those strands to be recaptured / re-used by Comcast. Two (2) strands on the star locations will be maintained for NDC4 PEG programming connections to the star locations where live PEG programming is generated. The institutional network shall have the infrastructure (and, where noted, the equipment) that provides the capability to transmit any and all Signals between the sites listed in Exhibit F.

e. I-Net Users may not sell or resell services or capacity to any third party. However, I-Net Users may provide services to themselves, including those which the Grantee otherwise sells to others (for example, an institution may provide Internet service to itself or to other institutions that the Grantee sells to others). The limitations of this paragraph shall not prevent the City or the Commission from subleasing, bartering, selling, reselling or giving away capacity on the Institutional Network to any other public or nonprofit entity for noncommercial purposes that do not directly compete with any products or services offered by the Grantee.

f. The City or the institutions listed on Exhibit F (“I-Net Users”) shall pay Grantee for monthly maintenance, not to exceed a monthly maintenance fee of $100 per month per site, not to exceed $300 per month per I-Net User for maintaining all portions of the I-Net required by this Section 7 (“I-Net Maintenance Fee”). The I-Net Maintenance Fee shall be calculated and documented by the Grantee, showing documentation of the ongoing maintenance cost of the fiber allocated for NDC4 I-Net users only. (For example, if some sheaths of fiber within Comcast’s network contain a combination of both NDC4 I-Net fiber and Comcast’s subscriber or business fiber, then Comcast will allocate only the proportionate maintenance cost of the NDC4 I-Net fiber strands in calculating the ongoing maintenance cost to be charged to the NDC4 I-Net users). The institutions listed in Exhibit F shall not be charged by the Grantee for usage of the Institutional Network. The City or other I-Net users shall pay the I-Net Maintenance Fee on a monthly basis, with the terms and conditions of such payment to be reflected in an I-Net maintenance agreement to be developed and approved by the Commission and Grantee, and established between each user and the Grantee. Such terms and conditions must be in accordance with the other provisions of this section and associated exhibits.

g. Commission and Grantee acknowledge that Grantee was reimbursed for the initial construction cost of the I-Net, which included the incremental cost to the Grantee of materials and capitalized labor necessary to install and construct fiber optic lines, coaxial cable, and/or equipment together with the most recent return on investment authorized by the FCC.

h. Except as provided in this Section 7, I-Net Users connected to the I-Net via fiber shall be responsible for any end-user or interface equipment needed for transmission or reception of Signals. However, Grantee shall provide at no charge, upon request and at the time necessary for use, modulators and associated
fiber optic Signal transmission and reception equipment for single channel return purposes for each public and private accredited educational institution, each city hall and the Commission’s office, as approved by the City and/or Commission (Note: Grantee presently maintains several modulators at the Commission’s office to facilitate various cablecasting requirements; these modulators must be maintained throughout the term of the Franchise). With respect to non-video end-user equipment, upon request by a designated institution, Grantee may either lease the equipment requested to the requesting institution or make reasonable efforts to arrange for the lease of such equipment. Within thirty (30) Days of a written request, Grantee must notify the requesting institution in writing of its ability or inability to lease the requested equipment and the terms of such lease. City, its designee, or the requesting institution may purchase or lease the equipment from any vendor.

i. All I-Net Users shall be connected via fiber optic lines to a hub located within the NDC4 System. The I-Net architecture shall facilitate transmission of all required Signals within City boundaries, transmission of Signals beyond City boundaries within the NDC4 area, and transmission of Signals to other networks in the Twin Cities area. The Grantee shall maintain existing equipment and infrastructure necessary to achieve the required level of interconnection with other Twin Cities area I-Nets provided by Grantee. Specifically, this includes, but is not limited to, interconnecting the NDC4 area I-Net with I-Nets that have been or may be constructed in Burnsville/Eagan, the NSCC area and Hastings. Grantee shall also work with the Commission to establish interconnects with the cable system in Apple Valley and with the Connecting Minnesota Network.

j. I-Net equipment at the hub(s) shall be connected to a gas powered generator capable of providing continuous electrical power, or equivalent, and to an uninterruptible power supply that both conditions commercial power and provides for zero transfer time between normal commercial power and hub back-up generators.

2. **Grantee’s Use of I-Net Capacity.** Upon receiving oral or written notice from the Commission, the Grantee or a lessee shall immediately cease using the I-Net for any purpose that the Commission, in its sole discretion, determines is interfering with I-Net Users’ communications. The Grantee or a lessee may appeal any determination of Commission concerning I-Net interference to the City within ten (10) Days of the date that the requisite notice is received by the Grantee. Any such appeal shall: (i) be in writing; (ii) list the reasons that the Commission’s determination regarding interference with I-Net Users’ communications is incorrect; and (iii) include any other information the Grantee or a Lessee wishes the City to consider. Within forty-five (45) calendar days of receiving a written appeal under this paragraph, the City shall: (i) determine whether the Commission’s conclusion that the Grantee or lessee was interfering with I-Net Users’ communications was justified; and (ii) inform the Grantee or lessee in writing of its findings. This provision shall not limit any other appeal rights of Grantee. Use of the I-Net by the City, the Commission and I-Net Users shall, at all times, have priority over any use(s) by the Grantee or any lessee. The Grantee or a lessee shall terminate its use of
any channel capacity on the I-Net within six (6) months after receiving notice from the Commission that the City, the Commission, or any I-Net User has determined to use such capacity. Any agreement entered into by the Grantee and a third party for the lease of I-Net capacity shall be subject to the terms and conditions of this Franchise.

3. **I-Net Performance Standards.**

   a. The Grantee shall maintain the I-Net in accordance with technical and performance standards set forth in Exhibit G (Minimum I-Net Performance Standards). The Grantee shall provide the City, or its designee, upon request, with reports of the performance of the I-Net and the Grantee’s compliance with the aforementioned technical and performance standards.

   b. If at any time, the performance of the I-Net is not in compliance with pertinent technical and performance standards, and continues to be in non-compliance for a period of fifteen (15) Days after notice and opportunity to correct is given to Grantee, then affected City or other I-Net Users may cease payment until the non-compliance situation is resolved.

   c. City or I-Net Users may ultimately terminate their use of and payment for I-Net infrastructure based on repeated, demonstrated non-performance or non-compliance by Grantee with the terms of this Section 7 and the associated Exhibits, after giving Grantee notice and opportunity to correct the problem causing non-performance or non-compliance. Grantee will also be liable for all other applicable non-compliance penalties contained in the Franchise.

4. **Institutional Network Security.** The Grantee and the City shall at all times use reasonable efforts to protect the security of the Institutional Network. For purposes of this paragraph, “to protect security” means to protect those physical elements of the Institutional Network under the party’s direct control from unauthorized intrusion, Signal theft, tampering, wiretapping or other actions that might: (i) compromise the integrity of or degrade the Signals carried over the Institutional Network; or (ii) result in the unauthorized interception and disclosure of information. Grantee’s hub site shall be made available, upon request, for placement and operation of end user supplied equipment.

5. **Institutional Network Repair and Maintenance.**

   a. The Grantee shall continue to maintain, repair, reconstruct and, as necessary, replace the fiber optic or HFC portions of the I-Net and shall recover the I-Net Maintenance Fee for such activities from the City and I-Net Users, as set forth in Section 7, Paragraph 1.

   b. The Grantee shall continue to maintain, repair, reconstruct, and, as necessary, replace portions of the Institutional Network plant, as described in subsection (i) and (ii) below, during the term of this Franchise or any extension thereof:
i. Preventative and routine maintenance of the I-Net shall be performed in the same timeframe and in the same fashion as routine and preventative maintenance are performed for the Grantee’s Subscriber network. Actual or potential problems discovered during the course of preventative and routine maintenance shall be immediately reported to the Commission. After informing the Commission of an actual or potential problem, the Grantee shall, within a reasonable period of time, prepare and transmit a report to the Commission describing the corrective action, if any, that was or will be taken.

ii. Within ten (10) minutes of receiving notice or otherwise learning of a maintenance or repair problem, the Grantee’s technicians shall begin actively working on the problem. The Grantee shall work on the problem continuously until it is resolved. Notwithstanding the above, the Grantee shall meet the network availability standard described in Exhibit G for each site on the I-Net.

6. Institutional Network Ownership. The I-Net is a dedicated transmission path owned and maintained by the Grantee and governed by this Agreement. The obligations for provision of the I-Net will convey to all successors and assigns. If at any time, the I-Net is considered abandoned as such is defined in this Franchise, ownership shall convey to the City at the City’s discretion. The City and the sites to which infrastructure is provided via the I-Net will use the I-Net in accordance with the limitations of this Franchise.

SECTION 8. OPERATION AND ADMINISTRATION PROVISIONS

1. Delegated-Authority. The City may delegate to any other body or Person authority to administer the Franchise and to monitor the performance of Grantee pursuant to the Franchise. Grantee shall cooperate with any such delegates of the City.

2. Administration of Franchise. Commission or any designee thereof shall have continuing regulatory jurisdiction and supervision over the System and Grantee’s operation under the Franchise. Commission, or its designee, 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 and Applicable Law.

3. Franchise Fee.
   a. During the term of the Franchise, Grantee shall pay quarterly to the City or its delegates a Franchise Fee in an amount equal to five percent (5%) of its quarterly Gross Revenues.
   b. Any payments due under this provision shall be payable quarterly. The payments shall be made on April 30th (1st qtr.), July 31st (2nd qtr.), October 31st (3rd qtr.), and January 31st (4th qtr.), together with a report showing the basis for the
computation in form and substance substantially the same as Exhibit D attached hereto.

c. All amounts paid shall be subject to audit and recomputation by the City and acceptance of any payment shall not be construed as an accord that the amount paid is in fact the correct amount.

d. Any Franchise Fees owing pursuant to this Franchise which remain unpaid after the due dates specified herein shall be delinquent and shall thereafter immediately begin to accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by the Wall Street Journal, whichever is greater.

4. **Not Franchise Fees.**

   a. Grantee acknowledges and agrees that the Franchisee Fees payable by Grantee to the City pursuant to this section shall take precedence over all other payments, contributions, services, equipment, facilities, support, resources or other activities to be provided or performed by Grantee pursuant to this Franchise and that the Franchise Fees provided for in this section of the Franchise 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.

   b. Grantee shall not apply or seek to apply or make any claim that all or any part of the Franchise Fees or other payments or contributions to be made by Grantee to the City pursuant to this Franchise shall be deducted from or credited or offset against any taxes, fees or assessments or general applicability levied or imposed by the City or any other governmental authority, including any such tax, fee or assessment imposed on both utilities and cable operators or their services that does not fall within the definition of a Franchise Fee under 47 U.S.C. § 542.

   c. 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 or any other governmental authority (including any such tax, fee or assessment imposed on both utilities and cable operators or their services) 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 Grantee to the City pursuant to this Franchise which shall be deemed to be separate and distinct obligations of Grantee.

5. **Access to Records.** The City shall have the right to inspect, upon reasonable notice and during Normal Business Hours, or require Grantee to provide within a reasonable time, copies of any records maintained by Grantee which relate to System operations including specifically Grantee’s accounting and financial records related to Cable Service.
6. **Reports and Maps to be Filed with the City.**

   a. Grantee shall prepare and furnish to the City, at the times and in the form prescribed, such other reasonable reports with respect to Grantee’s operations pursuant to this Franchise as the City may require.

   b. Subject to reasonable confidentiality protections pursuant to Section 13, Paragraph 10 herein, Grantee shall, if required by Commission, make available to the Commission maps, plats, and records of the location and character of all facilities constructed, including underground facilities, and Grantee shall make available to the Commission updates of such maps, plats and records annually if changes have been made in the System.

7. **Periodic Evaluation.**

   a. The City may require evaluation sessions at any time during the term of this Franchise, but in no event more than once per calendar year, upon thirty (30) Days written notice to Grantee.

   b. 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, Subscriber rates, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics the City deems relevant.

   c. As a result of a periodic review or evaluation session, upon notification from the City, Grantee shall meet with the City and undertake good faith efforts to reach agreement on changes and modifications to the terms and conditions of the Franchise which are legally, economically and technically feasible.

**SECTION 9. GENERAL FINANCIAL AND INSURANCE PROVISIONS**

1. **Performance Bond.**

   a. Upon the Effective Date of this Franchise and at all times thereafter, the City reserves the right to impose on Grantee an obligation to file with Commission, on behalf of all Member Cities, a bond in the amount of One Hundred Thousand Dollars ($100,000.00) in a form and with such sureties as reasonably acceptable to Commission. This bond will be conditioned upon the faithful performance by the Grantee of its Franchise obligations and upon the further condition that in the event Grantee shall fail to comply with any law, ordinance or regulation governing the Franchise, there shall be recoverable jointly and severally from the principal and surety of the bond any damages or loss suffered by the City as a result, including the full amount of any compensation, indemnification or cost of removal or abandonment of any property of Grantee, plus a reasonable allowance for attorneys’ fees and costs, up to the full amount of the bond, and further
guaranteeing payment by the Grantee of claims, liens and taxes, due the City which arise by reason of the construction, operation, or maintenance of the System. The rights reserved by the City with respect to the bond are in addition to all other rights the City may have under the Franchise or any other law. The City may, from year to year, in its sole discretion, reduce the amount of the bond.

b. The City shall provide Grantee thirty (30) Days written notice of its intent to draw on the performance bond together with the reason for such draw. Grantee shall have the right to cure or petition for additional time.

c. The time for Grantee to correct any violation or liability, shall be extended by the City if the necessary action to correct such violation or liability is, in the sole determination of the City, of such a nature or character as to require more than thirty (30) Days within which to perform, provided Grantee provides written notice that it requires more than thirty (30) Days to correct such violations or liability, commences the corrective action within the thirty (30) Day period and thereafter uses reasonable diligence to correct the violation or liability.

d. In the event this Franchise is revoked by reason of default of Grantee in accordance with the procedure set forth in Section 10, the City shall be entitled to collect from the performance bond that amount which is attributable to any damages sustained by the City as a result of said default or revocation.

e. Grantee shall be entitled to the return of the performance bond, or portion thereof, as remains sixty (60) Days after the expiration of the term of the Franchise or revocation for default thereof, provided the City has not notified Grantee of any actual or potential damages incurred as a result of Grantee’s operations pursuant to the Franchise or as a result of said default.

f. The rights reserved to the City with respect to the performance bond are in addition to all other rights of the City whether reserved by this Franchise or authorized by law, and no action, proceeding or exercise of a right with respect to the performance bond shall affect any other right the City may have.


a. Within thirty (30) Days of the Effective Date, Grantee shall provide a letter of credit in the amount of Fifty Thousand Dollars ($50,000) as a common security fund for the faithful performance by it of all the provisions of this Franchise and all other franchises which combine to make up the System (hereinafter “Security Fund”). In compliance with all orders, permits and directions, of any Member City or Commission and the payment by Grantee of any claim, liens and taxes due the City which arise by reason of the construction, operation or maintenance of the System. Interest accrued on this deposit shall be paid to Grantee on a quarterly basis provided that all requirements of this section have been complied with by Grantee. Provisions shall be made to permit the Commission to withdraw funds from the security fund. Grantee shall not use the security fund for other
purposes and shall not assign, pledge, or otherwise use the security fund as security for any purpose.

b. In addition to recovery of any 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 Grantee pursuant to the Franchise, the City in its sole discretion, subject to the procedure set forth in Section 9, Paragraph 2(d) may charge to and collect from the security fund the following penalties:

i. For failure to timely complete System upgrades as provided in this Franchise unless the City approves the delay, the penalty shall be $500.00 per Day for each Day, or part thereof, such failure occurs or continues.

ii. For failure to provide data, documents, reports or information or to cooperate with the City during an application process or system review or as otherwise provided herein, the penalty shall be $250.00 per Day for each Day, or part thereof, such failure occurs or continues.

iii. Fifteen (15) Days following notice from the City of a failure of Grantee to comply with construction, operation or maintenance standards, the penalty shall be $500.00 per Day for each Day, or part thereof, such failure occurs or continues.

iv. For failure to provide the services Grantee has proposed, including, but not limited to, the implementation and the utilization of the PEG Channels and the maintenance and/or replacement of the equipment and other facilities, the penalty shall be $500.00 per Day for each Day, or part thereof, such failure occurs or continues.

v. For Grantee’s breach of any written contract or agreement with or to the City or its designee, the penalty shall be $500.00 per Day for each Day, or part thereof, such breach occurs or continues.

vi. For failure to comply with any of the provisions of this Franchise, or other Applicable Laws for which a penalty is not otherwise specifically provided pursuant to this Paragraph (b), the penalty shall be $250.00 per Day for each Day, or part thereof, such failure occurs or continues.

c. Each violation of any provision of this Franchise shall be considered a separate violation for which a separate penalty can be imposed.

d. Whenever the City finds that Grantee has violated one or more terms, conditions or provisions of this Franchise, or for any other violation contemplated in Subparagraph b. above, a written notice shall be given to Grantee informing it of such violation. 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 local receipt of notice, provided Grantee remains in violation of one or more terms, conditions or provisions of this Franchise, in the sole
opinion of the City, the City may draw from the security fund all penalties and other monies due the City from the date of the local receipt of notice.

e. Grantee may, within seven (7) Days of receipt of such written notice, 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 Grantee to the City shall specify with particularity the matters disputed by Grantee. The City shall hear Grantee’s dispute within sixty (60) Days and render a final decision within sixty (60) Days thereafter.

f. If Grantee does not dispute the alleged violation or upon the determination of the City that a violation has taken place, subject to Grantee’s right to seek any applicable judicial review, the City may draw from the security fund an amount to cover any failure of Grantee to pay penalties accrued but unpaid after seven (7) Days written notice of such final determination.

g. If said security fund or any subsequent security fund delivered pursuant thereto expires prior to thirty (30) months after the expiration of the term of this Franchise, it shall be renewed or replaced during the term of this Franchise to provide that it will not expire earlier than thirty (30) months after the expiration of this Franchise. The renewed or replaced security fund shall be of the same form and with a bank authorized herein and for the full amount stated in Paragraph a. of this section.

h. If the City draws upon the security fund or any subsequent security fund delivered pursuant hereto, in whole or in part, Grantee shall replace or replenish to its full amount the same within ten (10) Days and shall deliver to the City a like replacement security fund or certification of replenishment for the full amount stated in Paragraph (a) of this section as a substitution of the previous security fund. This shall be a continuing obligation for any draws upon the security fund.

i. If any security fund is not so replaced or replenished, the City may draw on said security fund for the whole amount thereof and use the proceeds as the City determines in its sole discretion. The failure to replace or replenish any security fund may also, at the option of the City and/or Commission, be deemed a default by Grantee under this Franchise. The drawing on the security fund by the City, and use of the money so obtained for payment or performance of the obligations, duties and responsibilities of Grantee which are in default, shall not be a waiver or release of such default.

j. The collection by the City of any damages, monies or penalties from the security fund 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 the security fund, be deemed a waiver of any right of the City pursuant to this Franchise or otherwise.
3. **Liability Insurance.**

   a. Upon the Effective Date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise public liability insurance with a company licensed to do business in the state of Minnesota with a rating by A.M. Best & Co. of not less than “A” that shall protect Grantee, Commission, the City and the Commission’s and the City’s officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee. This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee’s vehicles, products and operations. The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Three Million Dollars ($3,000,000.00). The following shall be included in the certificate:

      i. The policy shall provide coverage on an “occurrence” basis.
      
      ii. The policy shall cover personal injury as well as bodily injury.
      
      iii. Broad form property damage liability shall be afforded.

   b. The following endorsements shall be attached to the liability policy:

      i. The City shall be listed as an additional insured on the policy.
      
      ii. An endorsement shall be provided which states that the coverage is primary insurance subject to the indemnification clause and that no other insurance maintained by the Grantee will be called upon to contribute to a loss under this coverage.
      
      iii. Standard form of cross-liability shall be afforded.
      
      iv. An endorsement stating that the policy shall not be canceled without thirty (30) Days’ notice of such cancellation given to the City.

   c. Grantee shall submit to the City documentation of the required insurance, including a certificate of insurance signed by the insurance agent and companies named, as well as all properly executed endorsements.

4. **Indemnification.**

   a. Grantee shall indemnify, defend and hold the City and Commission, its officers, boards, commissions, agents and employees (collectively the “Indemnified Parties”) harmless from and against any and all lawsuits, claims, causes or action, actions, liabilities, demands, damages, judgments, settlements, disability, losses, expenses (including reasonable attorney’s fees and disbursements of counsel) and costs of any nature that any of the Indemnified Parties may at any time suffer,
sustain or incur arising out of, based upon or in any way connected with the Grantee’s operations, the exercise of the Franchise, the breach of Grantee of its obligations under this Franchise and/or the activities of Grantee, it subcontractor, employees and agents hereunder. Grantee shall be solely responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all matters relative to payment of Grantee’s employees, including compliance with Social Security and withholdings.

b. The indemnification obligations of Grantee set forth in this Franchise are not limited in any way by the amount or type of damages or compensation payable by or for Grantee under Workers’ Compensation, disability or other employee benefit acts, acceptance of insurance certificates required under this Franchise or the terms, applicability or limitations of any insurance held by Grantee.

c. The City and/or Commission does not, and shall not, waive any rights against Grantee which it may have by reason of the indemnification provided for in this Franchise, because of the acceptance by the City, or the deposit with the City by Grantee, of any of the insurance policies described in this Franchise.

d. The indemnification of the City and Commission by Grantee provided for in this Franchise shall apply to all damages and claims for damages of any kind suffered by reason of any of Grantee’s operations referred to in this Franchise, regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

e. Grantee shall not be required to indemnify the City and Commission for negligence or misconduct on the part of the City and the Commission or its officials, boards, commissions, agents, or employees, including any loss claims related to public access Channels in which the City and/or Commission participate subject to applicable state and federal statutory limitations.

5. **Grantee’s Insurance.** Grantee shall not commence any Cable System reconstruction work or permit any subcontractor to commence work until all insurance required under this Franchise has been obtained. Said insurance shall be maintained in full force and effect until the expiration of this Franchise.

**SECTION 10. SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE**

1. **City’s Right to Revoke.**

a. In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to commence proceedings to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, if it is determined by the City that:

i. Grantee has violated material provisions(s) of this Franchise; or
ii. Grantee has attempted to evade any of the provisions of the Franchise; or

iii. Grantee has practiced fraud or deceit upon the City.

b. The City may revoke this Franchise without the hearing otherwise required herein if Grantee is adjudged to be bankrupt.

2. **Procedures for Revocation.**

   a. The City and/or Commission shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee thirty (30) Days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. In the notice required therein, the City and/or Commission shall provide Grantee with the basis of the revocation.

   b. Grantee shall be provided the right to a public hearing affording due process before the City Council and/or Commission prior to the Effective Date of revocation, which public hearing shall follow the thirty (30) Day notice provided in subparagraph (a) above. The City and/or Commission shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.

   c. Only after the public hearing and upon written notice of the determination by the City to revoke the Franchise may Grantee appeal said decision with an appropriate state or federal court or agency.

   d. During the appeal period, the Franchise shall remain in full force and effect unless the term thereof sooner expires or unless continuation of the Franchise would endanger the health, safety and welfare of any Person or the public.

3. **Abandonment of Service.** Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to the City and/or Commission. Grantee shall at all times comply with Minnesota Rules Chapter 7819 regarding any abandonment of the System. Grantee may not abandon the System or any portion thereof without compensating the City for damages resulting from the abandonment, including all costs incident to removal of the System.

4. **Removal after Abandonment, Termination or Forfeiture.**

   a. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City shall have the right to require Grantee to remove all or any portion of the System, used exclusively for the provision of Cable Service, from all Rights-of-Way and public property within the City consistent with Minnesota Rules Chapter 7819.

   b. If Grantee has failed to commence removal of System, if used exclusively for the provision of Cable Service, or such part thereof as was designated by the City,
within thirty (30) Days after written notice of the City’s demand for removal consistent with Minnesota Rules Chapter 7819, is given, or if Grantee has failed to complete such removal within twelve (12) months after written notice of the City’s demand for removal is given, the City shall have the right to apply funds secured by the security fund and performance bond toward removal and/or declare all right, title, and interest to the System, to the extent it is used exclusively for the provision of Cable Service, to be held by 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.

5. **Sale or Transfer of Franchise.**

   a. No sale or transfer of the Franchise, or sale, transfer, or fundamental corporate change of or in Grantee, including, but not limited to, a fundamental corporate change in Grantee’s parent corporation or any entity having a controlling interest in Grantee, the sale of a controlling interest in the Grantee’s assets, a merger, including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or Affiliate entity, shall take place until a written request has been filed with the City requesting approval and such approval has been granted or deemed granted; provided, however, that said approval shall not be required where Grantee grants a security interest in its Franchise and/or assets to secure an indebtedness. Upon notice to Commission, Grantee may undertake legal changes necessary to consolidate the corporate or partnership structures of its Minnesota/Wisconsin Systems provided there is no change in the controlling interests which could materially alter the financial responsibilities for the Grantee and such changes do not otherwise trigger review under Minnesota Statutes Section 238.083.

   b. Any sale, transfer, exchange or assignment of stock in Grantee, or Grantee’s parent corporation or any other entity having a controlling interest in Grantee, so as to create a new controlling interest therein, shall be subject to the requirements of this Section 10, Paragraph 5. The term “controlling interest” as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

   c. The Grantee shall file, in addition to all documents, forms and information required to be filed by Applicable Law, the following:

   i. All contracts, agreements or other documents that constitute the proposed transaction and all exhibits, attachments, or other documents referred to therein which are necessary in order to understand the terms thereof (Confidential, trade, business, pricing or marketing information, or information not otherwise publicly available may be redacted) pursuant to the Procedures for Handling Trade Secret and Privileged Data to be adopted by the Commission.
ii. A list detailing all documents filed with any state or federal agency related to the transaction including, but not limited to, the MPUC, the FCC, the FTC, the FEC, the SEC or MNDOT. Upon request, Grantee shall provide the City with a complete copy of any such document.

d. The City shall have such time as is permitted by federal law in which to review a transfer request.

e. As agreed to by Grantee in its previous franchise with City, Grantee shall reimburse the City for all reasonable legal, administrative, and consulting costs and fees associated with the City’s review of any request to transfer. Nothing herein shall prevent Grantee from negotiating partial or complete payment of such costs and fees by the transferee. Grantee may not itemize any such reimbursement on Subscriber bills, but may recover such expenses in its Subscriber rates if permitted by Applicable Laws.

f. In no event shall a sale, transfer, corporate change, or assignment of ownership or control pursuant to this Section 10, Paragraph 5 (a) or (b), 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 including, but not limited to, any adequate guarantees or other security instruments provided by the transferor.

g. In the event of any proposed sale, transfer, corporate change, or assignment pursuant to this Section 10, Paragraph 5 (a) or (b), the City shall have the right to purchase the System for the value of the consideration proposed in such transaction. The City’s right to purchase shall arise upon the City’s receipt of notice of the material terms of an offer or proposal for sale, transfer, corporate change, or assignment, which Grantee has accepted. Notice of such offer or proposal must be conveyed to the City in writing and be separate from any general announcement of the transaction.

h. The City shall be deemed to have waived its right to purchase the System pursuant to this section only in the following circumstances:

i. If the City does not indicate to Grantee in writing, within sixty (60) Days of receipt of written notice of a proposed sale, transfer, corporate change, or assignment as contemplated in Section 10, Paragraph 5 (g) above its intention to exercise its right of purchase; or

ii. It approves the assignment or sale of the Franchise as provided within this section.

i. No Franchise may be transferred if the City determines Grantee is in noncompliance with the Franchise unless an acceptable compliance program has been approved by the City. The approval of any transfer of ownership pursuant to this section shall not be deemed to waive any rights of the City to subsequently
enforce noncompliance issues relating to this Franchise even if such issues predated the approval, whether known or unknown to the City.

SECTION 11. PROTECTION OF INDIVIDUAL RIGHTS

1. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of race, color, religion, national origin, sex, age, status as to public assistance, or disability. Grantee shall comply at all times with all other Applicable Laws relating to nondiscrimination.

2. Subscriber Privacy. Grantee shall, at all times, comply with Applicable Laws regarding Subscriber privacy, including but not limited to 47 U.S.C. § 551.

SECTION 12. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1. Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any unauthorized connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System or receive services of the System without Grantee’s authorization.

2. Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, or corporation to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever, except for any rights the City and the Commission may have pursuant to this Franchise or its police powers.

3. Penalty. In accordance with Minnesota Statutes, any firm, Person, group, company, or corporation found guilty of violating this section may be fined not less than Twenty Dollars ($20.00) and the costs of the action or more than Five Hundred Dollars ($500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence. The City shall not be obligated by the terms of this Franchise to police or otherwise prosecute such violations.

SECTION 13. MISCELLANEOUS PROVISIONS

1. Franchise Renewal. Any renewal of this Franchise shall be performed in accordance with Applicable Law. The term of any renewed Franchise shall be limited to a period no longer than allowed by Applicable Law.

2. Work of Contractors and Subcontractors. Work by contractors and subcontractors are subject to the same restrictions, limitations and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors, and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise, the City Code and other Applicable Law, and shall be jointly and severally liable for all
damages and correcting all damage caused by them. It is Grantee’s responsibility to ensure that contractors, subcontractors or other Persons performing work on Grantee’s behalf are familiar with the requirements of this Franchise, the City Code and other Applicable Laws governing the work performed by them.

3. **Amendment of Franchise Ordinance.** Grantee and the City may mutually agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 8, Paragraph 7 or at any other time if the City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws; provided, however, nothing herein shall restrict the City’s exercise of its police powers.

4. **Force Majeure.** In the event that either party is prevented or delayed in the performance of any of its obligations, under this Franchise by reason of acts of God, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, sabotage, or any other similar event beyond the reasonable control of that party, it shall have a reasonable time under the circumstances to perform such obligation under this Franchise, or to procure a substitute for such obligation to the reasonable satisfaction of the other party.

5. **Compliance with Federal, State and Local Laws.**
   a. The terms of this Franchise shall govern Grantee’s performance under this Franchise except where federal or state laws or regulation preempt such local regulation. In such cases the applicable federal or state laws or regulations shall govern Grantee’s performance under this Franchise.
   b. If any federal or state law or regulation shall require or permit the City or Grantee to perform any service or act or shall prohibit the City or 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. Grantee and the City shall conform to state laws and rules regarding cable communications not later than one (1) year after they become effective, unless otherwise stated, and conform to federal laws and regulations regarding cable as they become effective.
   c. If the Commission and Grantee do not agree that a material provision of this Franchise is affected by such federal or state law or regulation, then either the Commission or Grantee shall have the right to seek review of the provision in question as permitted by Applicable Laws.
   d. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all
the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties. In the event such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the City.

6. **Non-enforcement by the City.** Grantee shall not be relieved of its obligations to comply with any of the provisions of this Franchise by reason of any failure or delay of the City to enforce prompt compliance. The City may only waive its rights hereunder by expressly so stating in writing. Any such written waiver by the City of a breach or violation of any provision of this Franchise shall not operate as or be construed to be a waiver of any subsequent breach or violation.

7. **Rights Cumulative.** All rights and remedies given to the City by this Franchise or retained by the City herein 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 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.

8. **Grantee Acknowledgment of Validity of Franchise.**
   a. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes the City has the power to make the terms and conditions contained in this Franchise. Except as provided in Section 13, Paragraph 4 of this Franchise, Grantee agrees that it will not, at any time, set up against the City or the Commission in any claim or proceeding, any condition or term of the Franchise as unreasonable, arbitrary, void as of the Effective Date of this Franchise or that the City or the Commission had no power or authority to make such term or condition.
   b. In the case of any dispute or question as to the meaning, interpretation, or application of any term, provision, or condition of this Franchise, the City, in its reasonable discretion, shall promptly resolve such dispute or question.

9. **Commission.** In the event the City lawfully withdraws from the Commission, any reference to the Commission in this Franchise shall thereafter be deemed a reference to the City and the rights and obligations related thereto shall, where possible, accrue to the City pursuant to a transition agreement to be negotiated at such time by and between the City and the Commission.
10. **Confidential and Trade Secret Information.** The Commission shall follow, all Applicable Laws and procedures for protecting any confidential and trade secret information of Grantee that may be provided to Commission. Grantee shall not be relieved of its obligation to provide information or data required under this Franchise simply because the Commission may not be able to guarantee its confidentiality. Grantee acknowledges that the Commission shall at all times comply with the Minnesota Data Practices Act (“MDPA”) related to the release of information and nothing herein shall be read to modify the Commission’s obligations under the MDPA.

**SECTION 14. PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS**

1. **Publication, Effective Date.** This Franchise shall be published in accordance with applicable local and Minnesota law. The Effective Date of this Franchise shall be the date set forth in the definition Section 1, Paragraph 2 (q).

2. **Acceptance.**

   a. Grantee shall accept this Franchise within thirty (30) Days of its enactment by the City Council, unless the time for acceptance is extended by the City. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place, or should all ordinance adoption procedures, timelines and payments not be completed, this Franchise and any and all rights granted hereunder to Grantee shall be null and void.

   b. Upon acceptance of this Franchise, Grantee and the City shall be bound by all the terms and conditions contained herein.

   c. Grantee shall accept this Franchise in the following manner:

      i. This Franchise will be properly executed and acknowledged by Grantee and delivered to the City.

      ii. With its acceptance, Grantee shall also deliver any grant payments, performance bond and insurance certificates, and guaranties, as required herein that have not previously been delivered.

Passed and adopted this_____ day of ____________, 201__.

ATTEST:

CITY OF __________, MINNESOTA

By: ____________________________ By: ____________________________

SIGNATURE SIGNATURE

Name: __________________________ Name: __________________________

PRINTED/TYPED NAME PRINTED/TYPED NAME

Its: __________________________ Its: __________________________

TITLE TITLE
ACCEPTED: This Franchise is accepted, and we agree to be bound by its terms and conditions.

COMCAST OF MINNESOTA, INC.

Date: ____________ _____, 201__

By: __________________________
   SIGNATURE

Name: _________________________
   PRINTED/TYPED

Its: ___________________________
   TITLE

SWORN TO BEFORE ME this
___ day of ____________, 201__

________________________________________
NOTARY PUBLIC
EXHIBIT A

GRANTEE COMMITMENT TO PEG ACCESS FACILITIES AND EQUIPMENT

1. PUBLIC, EDUCATIONAL AND GOVERNMENT (PEG) ACCESS CHANNELS.
   a. Grantee shall continue to make seven (7) video Channels available exclusively for noncommercial PEG use ("PEG Channels") as currently provided by Grantee. The PEG Channels shall be dedicated for PEG use for the term of the Franchise. City shall establish rules and procedures for such scheduling in accordance with Section 611 of the Cable Act (47 U.S.C. § 531). Standard Definition ("SD") PEG Channels shall be carried on Channels 14, 15, 16, 18, 19, 20 and 21 on Grantee’s Cable System unless the parties mutually agree to PEG Channel relocation in accordance with paragraph 8 of this Exhibit A.
   b. Grantee shall configure the Cable System to allow PEG programming on the PEG Channels to be discretely distributed (Narrowcast) to individual Member Cities via designated node sites. The City and Grantee acknowledge that programming may not be discretely distributed to one hundred percent (100%) of the City due to the location of particular node sites and configuration of the Cable System.
   c. City may not request additional channel capacity beyond the seven (7) Channels for PEG use except in accordance with applicable state laws. City shall be responsible for all programming requirements, including but not limited to scheduling, playback, training, staffing, copyright clearances, and equipment, maintenance and repair, on the PEG Channels.

2. PEG TECHNICAL QUALITY.

Grantee will deliver PEG Channels to Subscribers at equivalent visual and audio quality and equivalent functionality as Grantee delivers the primary Signal of local television broadcast stations on its Cable System. Grantee agrees that Subscribers will not be required to obtain or pay for any additional equipment to receive the PEG Channels. Grantee shall carry all components of the SD and high definition ("HD") PEG access Signals provided by the City and Commission, including but not limited to, closed captioning, multichannel television sound, Channel recording or DVR capability, last channel capability, virtual linear Channel accessibility, active format description and other elements associated with the PEG programming. Grantee shall not be required to carry a PEG Channel in a higher quality format than that of the Signal delivered to Grantee, but Grantee shall distribute all PEG Channels without degradation.

3. HIGH DEFINITION TRANSITION OF PEG PROGRAMMING.
   a. Upon the Effective Date of this Franchise, and with at least ninety (90) Days advance written notice from the City to Grantee, the City shall have the right to require that Grantee carry one (1) of the PEG Channels in HD format, with the HD Channel placement in the lowest cost HD tier of Channels, consistent with the
manner and tier placement in which Grantee delivers the primary HD Channels of the network affiliates of TPT, ABC, NBC, CBS and Fox on its Cable System. Upon delivery of the HD Channel, the City shall give back one (1) SD Channel. This will result in five (5) SD Channels and one (1) SD/HD simulcast Channel remaining, or six (6) SD Channels and one (1) separate HD Channel as determined by the Commission. The City shall have the sole discretion to determine which of its Channels is upgraded or simulcast in HD without the addition of mandates or content restrictions imposed by Grantee. HD resolution will be equivalent to the resolution used in Grantee’s HD tier. SD/HD simulcast PEG Channels will have the same functionality of Grantee’s other SD/HD channels regarding search, selection, and opportunity to “watch in HD” from SD viewing. Grantee will continue to carry the PEG Channels in SD format in addition to HD format as long as there other non-PEG SD Channels in Grantee’s Basic Cable Service tier. If Grantee discontinues carriage of SD Channels, all of the PEG Channels shall be carried in HD format.

b. No sooner than twelve (12) months after the Effective Date of this Franchise, and with at least ninety (90) Days advance written notice from the City to Grantee, the City shall have the right to require that Grantee carry up to two (2) additional HD Channels (for a total of three (3) HD Channels) in accordance with the technical and other requirements of subparagraph 3 (a) above. Upon delivery of these two (2) additional HD Channels, the City shall give back two (2) SD Channels. This will result in three (3) SD Channels and three (3) SD/HD simulcast Channels remaining, or four (4) SD Channels and three (3) separate HD Channels as determined by the Commission.

c. The Commission shall provide PEG Channels audio and video Signals to the Grantee in a format approved by Commission. Grantee shall obtain PEG Channels at point of origin chosen and approved by Commission (currently the master control room located at 5845 Blaine Avenue, Inver Grove Heights, MN).

d. All PEG Channels must be receivable by Subscribers without special expense in addition to the expense paid to receive commercial services the Subscriber receives. The City and Commission acknowledge that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any Subscriber who can view an HD Signal delivered via the Cable System at a receiver shall also be able to view the HD PEG Channels at that receiver, without additional charges or equipment. By agreeing to make PEG Channels available in HD format, Grantee is not agreeing to provide free HD equipment to Subscribers, or to modify its equipment or pricing policies in any manner. The City and Commission acknowledge that not every Subscriber may be able to view HD PEG programming (for example, because they do not have an HDTV in their home or have chosen not to take an HD-capable receiving device from Grantee or other equipment provider) or on every television in the home. Grantee agrees that any Subscriber shall be able to view all PEG Channels in SD on any equipment that is not HD capable.
4. **METRO CABLE NETWORK CHANNEL 6.**

   In addition to the seven (7) PEG Channels Grantee is required to provide herein, Grantee shall also designate the standard VHF Channel 6 for uniform regional Channel usage as currently provided by “Metro Cable Network Channel 6” to the extent and under the terms required by Minnesota Statutes Section 238.43.

5. **PEG OPERATIONS.**

   The Commission and the City may, in their sole discretion, negotiate agreements with neighboring jurisdictions served by the same Cable System, educational institutions or others to share the expenses of supporting the PEG Channels.

6. **TITLE TO PEG EQUIPMENT.**

   The City shall retain title to all PEG equipment and facilities purchased or otherwise acquired by the City.

7. **NONCOMMERCIAL USE OF PEG.**

   Permitted noncommercial uses of the PEG Channels shall include by way of example and not limitation: (1) the identification of financial supporters similar to what is provided on public broadcasting stations; or (2) the solicitation of financial support for the provision of PEG programming by the City or third party users for charitable, educational or governmental purposes; or (3) programming offered by accredited, non-profit, educational institutions which may, for example, offer telecourses over a PEG Channel.

8. **EQUIPMENT.**

   The Grantee shall provide, at the Grantee’s sole cost and expense, all modulators and any other necessary equipment to permit full and practical utilization from the Grantee’s headend downstream, by conventional technical means, of each PEG Channel.

9. **RELOCATION OF PEG CHANNELS.**

   a. Grantee shall not relocate any PEG Channel to a different Channel number unless specifically required by Applicable Laws or unless otherwise agreed to in writing by the Commission. Grantee shall provide at least ninety (90) Days prior written notice of such relocation to Subscribers and the Commission. In the event the Commission agrees in writing to a PEG Channel relocation, the PEG Channels will be located within reasonable proximity to other broadcast Channels, excluding pay-per-view programming offered by Grantee in the City.

   b. Grantee agrees not to encrypt the PEG Channels differently than other commercial Channels available on the Cable System.

   c. Grantee shall reimburse the Commission for reasonable costs caused by such relocation, including (1) logo, business card, signage, logo and graphics, web site,
and social media changes, (2) equipment modifications necessary to effect the change at the programmer’s production or receiving facility, or (3) reasonable constituency notification costs.

10. **PROMOTION OF PEG ACCESS.**

a. Grantee shall distribute, at no charge to Commission, through advertising insertion equipment, thirty (30) second promotional and awareness commercial spots, on a “run of schedule” basis in unsold time slots, produced at Commission’s cost and submitted by Commission once each month in a format compatible with such advertising insertion equipment. Grantee shall provide monthly ad insertion affidavits in the same format provided to commercial advertising clients.

b. Grantee shall also include a listing of the known programming to be cablecast on PEG access Channels in or on any electronic program guide of services for the Cable System, if technically and economically reasonable.

11. **PEG SUPPORT.**

In addition to satisfying the other requirements of this Franchise, Grantee is required to provide the following additional PEG support funding to the Commission:

a. Upon the Effective Date, the Grantee shall pay to the Commission three percent (3%) of its Gross Revenues in support of PEG, for the duration of this Franchise, as the term may be extended. Payments pursuant to this subsection shall be payable quarterly to the Commission (or its designated access entity), on the same schedule as Franchise Fee payments.

b. Any PEG support amounts owing pursuant to this Franchise which remain unpaid after the dates specified herein shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or the prime lending rate as quoted by the Wall Street Journal on the day the payment was due plus two percent (2%), whichever is greater.

c. Grantee agrees that financial support for PEG arising from or relating to the obligations set forth in this section shall in no way modify or otherwise affect Grantee’s obligations to pay Franchise Fees to Commission. Grantee agrees that although the sum of Franchise Fees plus the payments set forth in this section may total more than five percent (5%) of Grantee’s Gross Revenues in any twelve (12) month period, the additional commitments shall not be offset or otherwise credited in any way against any Franchise Fee payments under this Franchise. Grantee and the City agree that the PEG Fee referenced in this Exhibit A will not be deemed to be “Franchise Fees” within the meaning of Section 622 of the Cable Act (47 U.S.C. §542), and such obligations shall not be deemed to be (i) “payments in kind” or any involuntary payments chargeable against the Franchise.
Fees to be paid to the City by Grantee pursuant to Section 8 hereof or (ii) part of the Franchise Fees to be paid to the City by Grantee pursuant to Section 8 hereof.

12. TECHNICAL SUPPORT.

a. Throughout the Franchise term, playback from the PEG Channels must be configured so that the Commission or its designated entity is able to use its own independent automated playback facilities, located at the premises of its choice. Any master control that Grantee intends to use for its operations must be located outside the space occupied by a designated entity, unless the parties agree otherwise. The playback facility must be configured so as to permit the designated entity to program all Channels for which it is responsible for content, on a live or pre-recorded basis. Grantee shall continue to have access to the designated entity’s master control so that it can conduct necessary maintenance and repair affecting Grantee’s network or equipment upon reasonable notice or at any time in the event of emergencies, at no cost to the City or Commission.

b. Grantee shall provide a local (Twin Cities) response phone number, cell number, and e-mail address for local (Twin Cities) technical support staff who are trained to effectively respond to and resolve PEG related issues, who will respond to urgent tech-support requests within fifteen (15) minutes and non-urgent tech support requests within three (3) hours or forty-eight (48) hours, depending upon the response time needed. Commission technical staff will determine what requests are urgent or non-urgent. Commission agrees to use best efforts to verify that the issue is not on the Commission’s side of the Demarcation Point before a call is made to Grantee.

c. Grantee shall provide, at no cost to Commission, six (6) live feeds (SD or HD as determined by the Commission) per year from the Commission’s offices to the offices of Metro Cable Network Channel 6. Such feeds shall connect directly to Metro Cable Network Channel 6 master control.

d. Grantee shall continue to provide and maintain, free of charge and at no cost to the City or Commission, one set of mobile DOCSIS cable modems (or such other devices as may replace DOCSIS modems during the term of the Franchise) and associated encoders, decoders or similar devices, that can be connected to the Subscriber network at permanent or temporary Drops. Grantee may remove any modem, encoder, or similar device if it interferes with Grantee’s delivery of Cable Service.

e. To the extent technically feasible on Grantee’s System, Grantee shall: 1) provide, free of charge and at no cost to Commission, live feeds for PEG access and Local Origination programming from any location in the Commission’s Franchise Area that is passed by the Grantee’s fiber optic network. The Commission shall provide a minimum of seventy-two (72) hours advance notice to Grantee of the need for such live feeds and shall endeavor to provide a minimum seven (7) Days advance notice when possible; and 2) upon two (2) weeks prior notice by
Commission, work with Commission to accommodate one time programming via
live feeds from areas not passed by the Grantee’s fiber optic network. Such live
feeds shall be under Grantee’s direct supervision and on a frequency designated
by Grantee.

f. Grantee shall also feed the Local Origination and PEG Channels provided in the
City of St. Paul into the Commission’s master control for potential simulcasting
on the PEG Channels required pursuant to this Franchise. Determination
regarding the simulcasting of such PEG Channels and Local Origination Signals
from St. Paul shall be in the sole discretion of the Commission. Grantee shall also
maintain its practice of providing regular satellite feeds from Grantee’s headend
facility and/or hub site locations to be fed directly to the Commission’s master
control facility. At a minimum, Grantee shall provide six (6) such satellite feeds
as was Grantee’s current practice under its prior Franchise with City.

g. Grantee shall provide twenty-six (26) live feeds, free of charge, each year from
Grantee’s headend facility (presently located in Roseville) to and from, other
cable systems operated by Grantee to allow for the sharing of local programming
such as high school sports and/or other programs with shared audiences.

h. To the extent required for Grantee to receive PEG programming, Grantee shall
provide free fiber optic links, including internal wiring to Drop points and
required commercial-grade equipment to the West St. Paul City Hall, South St.
Paul City Hall, Inver Grove Heights City Hall, Mendota Heights City Hall and
Lilydale City Hall, as well as to the Commission’s facility within ninety (90)
Days of request by the Commission. These fiber optic connections will permit the
above-referenced Member Cities to cablecast live governmental meetings on the
PEG Channels, free of charge.

i. Unless otherwise addressed by Section 6.2 of this Franchise, the Grantee shall at
all times continue to provide video service free of charge to City and Commission
at a level that enables the City and Commission to monitor all PEG programming.
In addition, Grantee shall at all times maintain, free of charge and at no cost to
Commission or the City, all existing fiber return paths, existing origination paths
and transmission equipment in place as of the Effective Date throughout the term
of this Franchise.

13. VIDEO ON DEMAND

During the term of its Franchise, for as long as the Grantee makes video on demand
(“VOD”) available on its Cable System, Grantee will include in its VOD offerings
twenty-five (25) hours of either SD or HD PEG programming, or a combination of both,
per Member City of the Commission, or such greater amount as may be mutually agreed
to by the parties, as designated and supplied by the Commission or a Member City to the
Grantee. The Commission’s or Member Cities’ content may be electronically transmitted
and/or transferred and shall be stored on the Grantee’s VOD system. The Commission or
Member City VOD PEG programming will be available to Subscribers twenty-four (24) hours per day, seven (7) Days per week. Any Commission or Member City PEG programming placed on VOD shall be available to Subscribers free of charge. The Grantee will provide, upon Commission or the City’s request, any aggregate data regarding Subscriber use of the City’s programming on the VOD platform, if available to Grantee. PEG programming content shall have the same viewing quality and features (including program descriptions and search function) as all other free VOD content on Grantee’s Cable System. Programming submitted for placement on the VOD system shall be placed on and available for viewing from the VOD system as soon as possible from time of receipt of said programming and Grantee will make best efforts to provide a 24-hour turn-around, and in no case longer than seventy-two (72) hours from receipt of said programming. Grantee agrees to treat PEG VOD programming in a nondiscriminatory manner as compared to other similarly situated providers of VOD content.

a. The Commission or the City shall have the sole discretion to select the content of such PEG VOD programming and shall be responsible for such content. The Commission’s VOD programming will be located on Grantee’s On-demand menu pages on the second page or higher on a button labeled “Town Square Television” (or the Commission’s choice of label). The Commission’s PEG VOD programming will be available in the Commission’s Franchise Area, or more broadly distributed at Grantee’s option.

b. To the extent permitted, Grantee shall authorize Commission to obtain from Grantee’s third party vendor, free of charge and at no cost to the Commission, monthly viewership/traffic reports showing statistics for PEG VOD programs, or Grantee shall provide (or require its third party vendor to provide) the Commission with access to online dashboard analytics allowing Commission staff to directly access traffic information.

14. INTERCONNECTION.

a. Grantee shall, at the Commission’s request, interconnect its System to other commonly owned, adjacent Systems located in the Minneapolis/St. Paul metropolitan area.

b. Grantee shall, at the Commission’s request, interconnect its System to adjacent Cable Systems in the Minneapolis/St. Paul metropolitan area that are not commonly owned or controlled by Grantee or its Affiliates. Except as otherwise provided herein, interconnection shall be completed within a reasonable timeframe mutually agreed upon by the Commission and Grantee, unless an extension is granted upon petition by Grantee. The cost of establishing an interconnection link to the border of the adjacent jurisdiction shall be borne by Grantee. As to the actual costs of physical interconnection at the border, the Grantee shall bear no more than fifty percent (50%) of such costs, unless the parties agree otherwise. Grantee will obtain relief from this interconnection
requirement where: (i) it shows to the satisfaction of the Commission that interconnection is technically infeasible to perform, and (ii) it proposes a reasonable alternative, in light of the purposes to be served by the interconnection. Alternatively, Grantee will obtain relief from this interconnection requirement if it’s unable to reach an agreement with the designated adjacent System, after a good faith effort to reach an agreement, provided that Grantee provides the Commission with the proposed agreement and explains the reason(s) why the parties have been unable to reach agreement.

c. Grantee shall cooperate with any interconnection corporation, regional interconnection authority, or state or federal agency which may be hereafter established for the purpose of regulating, facilitating, financing or otherwise providing for the interconnection of cable systems beyond the boundaries of City.

d. Grantee shall continue to make the fiber loop known as the PRISMA Ring available to City until the network equipment servicing the PRISMA Ring as of the Effective Date is at the end of life. The City can use the PRISMA Ring to send and receive live and recorded programming for playback. Grantee shall provide City access to the PRISMA Ring at an agreed upon Demarcation Point. Grantee will provide use of and maintain the PRIMSA Ring free of charge. The PRISMA network shall provide a discrete, non-public, video interconnect network, from an agreed upon Demarcation Point at the Commission’s master control facility at the Commission’s office, to Grantee’s headend. The video interconnect network shall provide not less than 50 Mbps of allocated bandwidth, allowing PEG operators that have agreed with Grantee to share (send and receive) live and recorded programming for playback on their respective systems. Where available the Grantee shall provide the video interconnect network and the network equipment necessary, for the high-priority transport of live multicast HD/SD video streams as well as lower priority file-sharing. Grantee shall provide a minimum of 50 Mbps bandwidth for each participating PEG entity to send its original programming, receive at least two (2) additional multicast HD/SD streams from any other participating PEG entity, and allow the transfer of files. Each participating PEG entity is responsible for encoding its own SD/HD content in suitable bit rates to be transported by the video interconnect network without exceeding the 50 Mbps of allocated bandwidth. The System servicing the Commission and its Member Cities shall be completely interconnected.
EXHIBIT B

DESCRIPTION OF SYSTEM

[MAY REQUIRE UPDATES BASED ON TECHNICAL SPECIFICATIONS OF CABLE SYSTEM]

1. The Cable System shall be designed, constructed, routinely inspected, and maintained to guarantee that the Cable System meets or exceeds the requirements of the most current editions of the National Electrical Code (NMFA 70) and the National Electrical Safety Code (ANSI C2). In all matters requiring interpretation of either of these codes, the City’s interpretation shall control over all sources and interpretations.

2. General Requirements. Grantee shall use equipment used in high-quality, reliable, modern Cable Systems of similar design.

3. General Description. The Cable System shall provide Subscribers with a technically advanced and reliable Cable System. The System shall have at least 750 MHz of bandwidth capacity, capable of delivering approximately 80 analog channels of programming. The System will be two-way active, and it will be designed to have capability to transmit return Signals upstream in the 5-40 MHz spectrum. The design will provide the benefits of proven eighty (80) channel electronics while positioning the System for expansion of bandwidth and channel capacity as technology and future services develop.

4. Design. The design of the System shall be based upon a “Fiber to the node” architecture that will deliver the Signals by fiber optics directly to each neighborhood. Grantee’s initial design includes a minimum of six (6) fibers to each node site having a neighborhood group average of approximately five hundred (500) homes. If Grantee splits nodes into smaller sizes, fewer fibers will extend to such smaller nodes. There shall be no more than seven (7) active amplifiers in a cascade from each node to the residential dwelling. The incorporation of stand-by power supplies, strategically placed throughout the system including all hubs, will further reduce the likelihood of service interruptions.

5. Technical Standards. The System shall meet or exceed FCC requirements. In no event shall the System fall below the following standards:

   a. The System shall be capable of meeting the following distortion parameters:
      1. Carrier to RMS Noise 48 dB
      2. Carrier to Second Order 53 dB
      3. Carrier to Cross Modulation 51 dB
      4. Carrier to Composite Triple Beat 53 dB
   b. The frequency response of a single channel as measured across any 6 MHz analog channel shall not exceed +/- 2 dB.
   c. The frequency response of the entire passband shall not exceed N/10+ 2 dB for the entire System where N is the number of amplifiers in cascade.
   d. The System shall be designed such that at a minimum all technical specifications of this Franchise Agreement are met.
## EXHIBIT C

### SERVICE TO PUBLIC AND PRIVATE BUILDINGS

**Cable Commission Office & PEG Studio/Master Control**

Northern Dakota County Cable Communications Commission
and Town Square Television, its designated access entity
5845 Blaine Avenue
Inver Grove Heights, MN 55076-1401

### City of Inver Grove Heights

<table>
<thead>
<tr>
<th>Building/Station</th>
<th>Address 1</th>
<th>Address 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inver Grove Heights City Hall</td>
<td>8150 Barbara Avenue</td>
<td>Inver Grove Heights, MN 55077</td>
</tr>
<tr>
<td>Inver Grove Heights Police Department</td>
<td>8150 Barbara Avenue</td>
<td>Inver Grove Heights, MN 55077</td>
</tr>
<tr>
<td>IGH Fire Station #3</td>
<td>2059 Upper 55th Street E</td>
<td>Inver Grove Heights, MN 55077</td>
</tr>
<tr>
<td>IGH Fire Station #1</td>
<td>7015 Clayton Avenue East</td>
<td>Inver Grove Heights, MN 55076</td>
</tr>
<tr>
<td>IGH Public Works</td>
<td>8168 Barbara Avenue</td>
<td>Inver Grove Heights, MN 55077</td>
</tr>
<tr>
<td>Inver Wood Golf Course</td>
<td>1850 70th Street East</td>
<td>Inver Grove Heights, MN 55077</td>
</tr>
<tr>
<td>Veterans Memorial Community Center</td>
<td>8055 Barbara Avenue</td>
<td>Inver Grove Heights, MN 55077</td>
</tr>
<tr>
<td>IGH Water Treatment Plant</td>
<td>2015 75th Street</td>
<td>Inver Grove Heights, MN 55077</td>
</tr>
</tbody>
</table>

IGH Future Fire Station
(Address not determined yet)
Inver Grove Heights, MN

### City of Lilydale

Lilydale City Hall
1011 Sibley Memorial Hwy
Lilydale, MN 55118

### City of Mendota

Sites to be determined

### City of Mendota Heights

<table>
<thead>
<tr>
<th>Building/Station</th>
<th>Address 1</th>
<th>Address 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mendota Heights City Hall</td>
<td>1101 Victoria Curve</td>
<td>Mendota Heights, MN 55118</td>
</tr>
<tr>
<td>Mendota Heights Police Department</td>
<td>1101 Victoria Curve</td>
<td>Mendota Heights, MN 55118</td>
</tr>
</tbody>
</table>
Mendota Heights Fire Department  
2121 Dodd Road  
Mendota Heights, MN  55120

Mendota Heights Par 3 Golf Course  
1695 Dodd Road  
Mendota Heights, MN  55118

Mendota Heights Public Works Building  
2431 Lexington Avenue  
Mendota Heights, MN  55118

City of South St. Paul

South St. Paul City Hall  
125 3rd Avenue  
South St. Paul, MN  55075

South St. Paul Police Department  
125 3rd Avenue  
South St. Paul, MN  55075

Doug Woog Civic Arena  
141 East 6th Street  
South St. Paul, MN  55075

Fleming Field Airport  
1720 Henry Avenue  
South St. Paul, MN  55075

SSP Municipal Service Center  
400 Richmond St. W.  
South St. Paul, MN  55075

Central Square Community Center  
110 7th Avenue North  
South St. Paul, MN  55075

South Metro Fire Department Station #2  
310 Marie Avenue  
South St. Paul, MN  55075

South St. Paul Public Library  
106 3rd Avenue N.  
South St. Paul, MN  55075

City of Sunfish Lake

Sites to be determined

City of West St. Paul

West St. Paul City Hall  
1616 Humboldt Avenue  
West St. Paul, MN  55118

West St. Paul Police Department  
1616 Humboldt Avenue  
West St. Paul, MN  55118

South Metro Fire Station #1  
1616 Humboldt Avenue  
West St. Paul, MN  55118

West St. Paul Regional Athletics Center (Dome)  
1655 Livingston Avenue  
West St. Paul, MN  55118

West St. Paul Municipal Pool  
92 West Orme Avenue  
West St. Paul, MN  55118

John V. Hoene Ice Arena  
60 West Emerson Avenue  
West St. Paul, MN  55118

Thompson Oaks Golf Course  
1555 Oakdale Avenue  
West St. Paul, MN  55118

West St. Paul Public Works  
403 Marie Avenue East  
West St. Paul, MN  55118
Dakota County
Facilities Located In NDC4 Area

Northern Service Center
1 West Mendota Road
West St. Paul, MN 55118
Inver Glen Library
8098 Blaine Avenue
Inver Grove Heights, MN 55076

Wentworth Library
199 East Wentworth Avenue
West St. Paul, MN 55118
Thompson Park Activity Center
1200 Stassen Lane
West St. Paul, MN 55118

Dakota County Historical Society &
Lawshe Memorial Museum
130 3rd Avenue North
South St. Paul, MN 55075

Independent School District #199
(Inver Grove Heights Schools)

Simley Senior High School
2920 East 80th Street
Inver Grove Heights, MN 55076
Inver Grove Middle School
8167 Cahill Avenue East
Inver Grove Heights, MN 55076

ISD #199 District Office
2990 80th Street East
Inver Grove Heights, MN 55076
Pine Bend Elementary School
9875 Inver Grove Trail
Inver Grove Heights, MN 55076

Hilltop Elementary School
3201 East 68th Street
Inver Grove Heights, MN 55076
Salem Hills Elementary School
5899 East Babcock Trail
Inver Grove Heights, MN 55076

Tri-District Community Ed.-IGH Office
2925 Buckley Way
Inver Grove Heights, MN 55076
Inver Grove Elementary School
4100 East 66th Street
Inver Grove Heights, MN 55076

Early Learning Center
3203 68th Street East
Inver Grove Heights, MN 55076

Independent School District #197
(Mendota Heights / West St. Paul Schools)

Henry Sibley High School/District Office
1897 Delaware Avenue
Mendota Heights, MN 55118
Friendly Hills Middle School
701 Mendota Heights Road
Mendota Heights, MN 55118
Heritage E-STEM Magnet School
121 West Butler Avenue
West St. Paul, MN  55118

Somerset Elementary School
1355 Dodd Road
Mendota Heights, MN  55118

Mendota Elementary School
1979 Summit Lane
Mendota Heights, MN  55118

Moreland Arts & Health Sciences Magnet School
217 West Moreland Avenue
West St. Paul, MN  55118

Garlough Environmental Magnet School
1740 Charlton Street
West St. Paul, MN  55118

Tri-District Community Ed.- ISD 197 Office
1897 Delaware Avenue
Mendota Heights, MN  55118

**Special School District 6**
(South St. Paul Schools)

South St. Paul Secondary School
700 2nd St. North
South St. Paul, MN  55075

Tri-District Community Education
South St. Paul Office & Kid Connections
1541 5th Avenue South
South St. Paul, MN  55075

South St. Paul Schools District Office
104 5th Ave. South
South St. Paul, MN  55075

Lincoln Center Elementary
357 9th Ave. North
South St. Paul, MN  55075

Kaposia Education Center
1225 1st Ave. South
South St. Paul, MN  55075

SSP Community Learning Center
151 6th St. East
South St. Paul, MN  55075

South St. Paul Early Childhood Family Education
1515 5th Avenue South
South St. Paul, MN  55075

**Private Schools**

Convent of the Visitation School
2455 Visitation Drive
Mendota Heights, MN  55120

St. Thomas Academy
949 Mendota Heights Road
Mendota Heights, MN  55120

St. Croix Lutheran School
1200 Oakdale Avenue
West St. Paul, MN  55118

Community of Saints Catholic School
335 E. Hurley Street
West St. Paul, MN  55118

St. Joseph’s School
1138 Seminole Avenue
West St. Paul, MN  55118

Holy Trinity School
745 - 6th Avenue South
South St. Paul, MN  55075
Crown of Life Lutheran School
115 Crusader Avenue
West St. Paul, MN  55118

Colleges

Inver Hills Community College
2500 East 80th Street
Inver Grove Heights, MN  55076
## EXHIBIT D

### FRANCHISE FEE PAYMENT WORKSHEET

<table>
<thead>
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<th>Service</th>
<th>Month/Year</th>
<th>Month/Year</th>
<th>Month/Year</th>
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<td>Premium Services</td>
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<td>Video-On-Demand Services</td>
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<tr>
<td>Pay-per-view Services</td>
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<tr>
<td>XFINITY TV Services</td>
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<td>International Selections</td>
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<td>Sports Packages</td>
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<td>A la Carte Cable Services</td>
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<tr>
<td>Audio Services</td>
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<tr>
<td>Installation Charges</td>
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<tr>
<td>Self Install Kits, Shipping &amp; Handling, Remote S&amp;H</td>
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<td>Activation/Disconnection Charges</td>
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<td>Reconnection/Re-activation/Change in Service Charges</td>
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<td>Miscellaneous Service (additional devices, in-home equipment/service/relocate outlets, etc. visits)</td>
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<td>Technician Service Call Charges</td>
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<td>Equipment Charges, incl. box / remote / DTA / cable cards</td>
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<tr>
<td>DTA Services/Equipment Charges</td>
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<td>Wireless Set-Top Box</td>
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<td>DVR Services / Equipment Charges (SD &amp; HD)</td>
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<td>HD Services / Equipment / Technology Charges</td>
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<tr>
<td>Additional Outlets</td>
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<tr>
<td>Print Guide Revenue</td>
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<td>Electronic Guide Revenue</td>
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<td>Bulk Revenue</td>
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<td>Advertising Commissions</td>
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<td>Home Shopping Revenue</td>
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<td>Leased Access Revenues</td>
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<td>Cable System Lease Revenues</td>
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<td>Broadcast TV Fees</td>
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<tr>
<td>Regional/Sports Fees</td>
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<tr>
<td>Other Programming Fees</td>
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<td>Processing Fees</td>
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<tr>
<td>Late Fees</td>
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<td>Administrative /Convenience</td>
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<td>/Agent Assisted Payment Fees</td>
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<tr>
<td>Field Collection &amp; Returned</td>
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<tr>
<td>Payment Fees</td>
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<tr>
<td>Other Revenues</td>
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<tr>
<td>Franchise Fee Revenue</td>
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<tr>
<td>Bad Debt</td>
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<tr>
<td>TOTAL REVENUE</td>
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</table>

Franchise Fee Factor: 5%
Franchise Fee Remitted

PEG Fee Factor 3%
PEG Fee Remitted

Nothing in this Franchise Fee Payment Worksheet shall serve to modify the definition of “Gross Revenues” set forth in the Franchise.
EXHIBIT E

LIST OF FIBER RETURN LOCATIONS

Cable Commission Office & PEG Studio/Master Control

Northern Dakota County Cable Communications Commission and Town Square Television, its designated access entity
5845 Blaine Avenue
Inver Grove Heights, MN  55076-1401

City of Inver Grove Heights

Inver Grove Heights City Hall
8150 Barbara Avenue
Inver Grove Heights, MN  55077

Inver Wood Golf Course
1850 70th Street East
Inver Grove Heights, MN  55077

IGH Fire Station #3
2059 Upper 55th Street E
Inver Grove Heights, MN  55077

IGH Fire Station #1
7015 Clayton Avenue East
Inver Grove Heights, MN  55076

IGH Water Treatment Plant
2015 75th Street
Inver Grove Heights, MN  55077

City of Lilydale

Lilydale City Hall
1011 Sibley Memorial Hwy
Lilydale, MN  55118

City of Mendota Heights

Mendota Heights City Hall
1101 Victoria Curve
Mendota Heights, MN  55118

Mendota Heights Fire Department
2121 Dodd Road
Mendota Heights, MN  55120

Mendota Heights Public Works Building
2431 Lexington Avenue
Mendota Heights, MN  55118

City of South St. Paul

South St. Paul City Hall
125 3rd Avenue
South St. Paul, MN  55075

Doug Woog Civic Arena
141 East 6th Street
South St. Paul, MN  55075
## City of West St. Paul

<table>
<thead>
<tr>
<th>Facility</th>
<th>Address</th>
<th>City</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>West St. Paul City Hall</td>
<td>1616 Humboldt Avenue</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
<tr>
<td>West St. Paul Municipal Pool</td>
<td>92 West Orme Avenue</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
<tr>
<td>Thompson Oaks Golf Course</td>
<td>1555 Oakdale Avenue</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
</tbody>
</table>

## Dakota County

### Facilities Located In NDC4 Area

<table>
<thead>
<tr>
<th>Facility</th>
<th>Address</th>
<th>City</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Service Center</td>
<td>1 West Mendota Road</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
<tr>
<td>Inver Glen Library</td>
<td>8098 Blaine Avenue</td>
<td>Inver Grove Heights</td>
<td>55076</td>
</tr>
<tr>
<td>Wentworth Library</td>
<td>199 East Wentworth Avenue</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
<tr>
<td>Thompson Park Activity Center</td>
<td>1200 Stassen Lane</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
</tbody>
</table>

## Independent School District #199

### (Inver Grove Heights Schools)

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>City</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simley Senior High School</td>
<td>2920 East 80th Street</td>
<td>Inver Grove Heights</td>
<td>55076</td>
</tr>
<tr>
<td>Pine Bend Elementary School</td>
<td>9875 Inver Grove Trail</td>
<td>Inver Grove Heights</td>
<td>55076</td>
</tr>
<tr>
<td>Hilltop Elementary School</td>
<td>3201 East 68th Street</td>
<td>Inver Grove Heights</td>
<td>55076</td>
</tr>
<tr>
<td>Salem Hills Elementary School</td>
<td>5899 East Babcock Trail</td>
<td>Inver Grove Heights</td>
<td>55076</td>
</tr>
</tbody>
</table>

## Independent School District #197

### (Mendota Heights / West St. Paul Schools)

<table>
<thead>
<tr>
<th>School</th>
<th>Address</th>
<th>City</th>
<th>ZIP Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henry Sibley High School/District Office</td>
<td>1897 Delaware Avenue</td>
<td>Mendota Heights</td>
<td>55118</td>
</tr>
<tr>
<td>Friendly Hills Middle School</td>
<td>701 Mendota Heights Road</td>
<td>Mendota Heights</td>
<td>55118</td>
</tr>
<tr>
<td>Heritage E-STEM Magnet School</td>
<td>121 West Butler Avenue</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
<tr>
<td>Somerset Elementary School</td>
<td>1355 Dodd Road</td>
<td>Mendota Heights</td>
<td>55118</td>
</tr>
<tr>
<td>Mendota Elementary School</td>
<td>1979 Summit Lane</td>
<td>Mendota Heights</td>
<td>55118</td>
</tr>
<tr>
<td>Moreland Arts &amp; Health Sciences Magnet School</td>
<td>217 West Moreland Avenue</td>
<td>West St. Paul</td>
<td>55118</td>
</tr>
</tbody>
</table>
Garlough Environmental Magnet School  Transportation Building
1740 Charlton Street  1145 Medallion Drive
West St. Paul, MN  55118  Mendota Heights, MN 55120

Special School District 6
(South St. Paul Schools)

South St. Paul Secondary School  Tri-District Community Education
700 2nd St. North  South St. Paul Office & Kid Connections
South St. Paul, MN  55075  1541 5th Avenue South

South St. Paul Schools District Office  Lincoln Center Elementary
104 5th Ave. South  357 9th Ave. North
South St. Paul, MN  55075  South St. Paul, MN  55075

Kaposia Education Center  Convent of the Visitation School
1225 1st Ave. South  2455 Visitation Drive
South St. Paul, MN  55075  Mendota Heights, MN  55120

Private Schools

Inver Hills Community College  Colleges
2500 East 80th Street
Inver Grove Heights, MN  55076
EXHIBIT F

I-NET USER SITES

**Dakota County Sites**

<table>
<thead>
<tr>
<th>Dakota County Sites</th>
<th>Thompson Park Activity Center (TPAC)</th>
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</thead>
<tbody>
<tr>
<td>Inver Glen Library</td>
<td>1200 Stassen Lane</td>
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<tr>
<td>8098 Blaine Avenue</td>
<td>West St. Paul, MN 55118</td>
</tr>
<tr>
<td>Inver Grove Heights, MN 55076</td>
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<table>
<thead>
<tr>
<th>Dakota County Sites</th>
<th>Wentworth Library</th>
</tr>
</thead>
<tbody>
<tr>
<td>Northern Service Center</td>
<td>199 East Wentworth Avenue</td>
</tr>
<tr>
<td>1 Mendota Road</td>
<td>West St. Paul, MN 55118</td>
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<td>West St. Paul, MN 55118</td>
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**ISD #199 Sites**

(All In One Complex)

<table>
<thead>
<tr>
<th>ISD #199 Sites</th>
<th>Simley Senior High School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inver Grove Middle School</td>
<td>2920 East 80th Street</td>
</tr>
<tr>
<td>8167 Cahill Avenue East</td>
<td>Inver Grove Heights, MN 55076</td>
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<tr>
<td>Inver Grove Heights, MN 55076</td>
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<table>
<thead>
<tr>
<th>ISD #199 District Office</th>
<th>Inver Grove Heights, MN 55076</th>
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<tbody>
<tr>
<td>2990 80th Street East</td>
<td>2990 80th Street East</td>
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<tr>
<td>Inver Grove Heights, MN 55076</td>
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</table>

<table>
<thead>
<tr>
<th>City of Inver Grove Heights Sites</th>
<th>Salem Hills Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine Bend Elementary School</td>
<td>5899 East Babcock Trail</td>
</tr>
<tr>
<td>9875 Inver Grove Trail</td>
<td>Inver Grove Heights, MN 55076</td>
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<tr>
<td>Inver Grove Heights, MN 55076</td>
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<table>
<thead>
<tr>
<th>City of Inver Grove Heights Sites</th>
<th>South Grove Elementary School</th>
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<tbody>
<tr>
<td>Hilltop Elementary School</td>
<td>7650 Clayton Avenue</td>
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<tr>
<td>3201 East 68th Street</td>
<td>Inver Grove Heights, MN 55076</td>
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<td>Inver Grove Heights, MN 55076</td>
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</table>

(Building is gone, fiber is cut at property line near road.)

<table>
<thead>
<tr>
<th>City of Inver Grove Heights Sites</th>
<th>Inver Grove Heights Police Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inver Grove Heights City Hall</td>
<td>8150 Barbara Avenue</td>
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<tr>
<td>8150 Barbara Avenue</td>
<td>Inver Grove Heights, MN 55077</td>
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City of Inver Grove Heights Sites (All In One Complex)
<table>
<thead>
<tr>
<th>Community Center</th>
<th>Public Works Garage</th>
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</thead>
<tbody>
<tr>
<td>8055 Barbara Avenue</td>
<td>8168 Barbara Avenue</td>
</tr>
<tr>
<td>Inver Grove Heights, MN 55077</td>
<td>Inver Grove Heights, MN 55077</td>
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IGH Fire Station #3         IGH Fire Station #1       
2059 Upper 55th Street E    7015 Clayton Avenue       
Inver Grove Heights, MN 55077 Inver Grove Heights, MN 55076

IGH Water Treatment Plant   Inver Wood Golf Course
7425 Babcock Trail          1850 East 70th Street E.
Inver Grove Heights, MN 55077 Inver Grove Heights, MN 55077

NDC4 Commission and Town Square Television Facility
5845 Blaine Avenue          Inver Grove Heights, MN 55076

<table>
<thead>
<tr>
<th>ISD #197 Sites</th>
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</table>

<table>
<thead>
<tr>
<th>Henry Sibley High School</th>
<th>Friendly Hills Middle School</th>
</tr>
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<tbody>
<tr>
<td>1897 Delaware Avenue</td>
<td>701 Mendota Heights Road</td>
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<tr>
<td>Mendota Heights, MN 55118</td>
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<table>
<thead>
<tr>
<th>Heritage Middle School</th>
<th>Somerset Elementary School</th>
</tr>
</thead>
<tbody>
<tr>
<td>121 West Butler Avenue</td>
<td>1355 Dodd Road</td>
</tr>
<tr>
<td>West St. Paul, MN 55118</td>
<td>Mendota Heights, MN 55118</td>
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<table>
<thead>
<tr>
<th>Mendota Elementary School</th>
<th>Moreland Elementary School</th>
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<tbody>
<tr>
<td>1979 Summit Lane</td>
<td>217 West Moreland Avenue</td>
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<thead>
<tr>
<th>Garlough Elementary School</th>
<th>#197 Transportation Building</th>
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<tbody>
<tr>
<td>1740 Charlton Road</td>
<td>1145 Medallion Drive</td>
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<td>West St. Paul, MN 55118</td>
<td>Mendota Heights, MN 55120</td>
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City of West St. Paul Sites

(All In One Complex)

<table>
<thead>
<tr>
<th>West St. Paul City Hall</th>
<th>South Metro Fire Station #1</th>
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<tbody>
<tr>
<td>1616 Humboldt Avenue</td>
<td>1616 Humboldt Avenue</td>
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<table>
<thead>
<tr>
<th>West St. Paul Pool</th>
<th>WSP Ice Arena</th>
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<tr>
<td>92 W. Orme Street</td>
<td>60 West Emerson Avenue</td>
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Thompson Oak Golf Course
1555 Oakdale Avenue
West St. Paul, MN 55118

City of Mendota Heights Sites

(All in one Complex)

<table>
<thead>
<tr>
<th>Mendota Heights City Hall</th>
<th>Mendota Heights Police Department</th>
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</thead>
<tbody>
<tr>
<td>1101 Victoria Curve</td>
<td>1101 Victoria Curve</td>
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<td>Mendota Heights, MN 55118</td>
<td>Mendota Heights, MN 55118</td>
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<table>
<thead>
<tr>
<th>Mendota Heights Fire Department</th>
<th>MH Public Works Garage</th>
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<td>2107 Dodd Road</td>
<td>2431 South Lexington Ave.</td>
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City of South St. Paul

(All In One Complex)

<table>
<thead>
<tr>
<th>South St. Paul City Hall</th>
<th>South Metro Fire Station #2</th>
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<tr>
<td>125 3rd Avenue North</td>
<td>310 Marie Avenue</td>
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City of South St. Paul

(All in one Complex)

<table>
<thead>
<tr>
<th>Doug Woog Arena</th>
<th>CLC SSP Schools</th>
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<tr>
<td>141 East 6th Street</td>
<td>151 6th Street East</td>
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<tr>
<td>South St. Paul, MN 55075</td>
<td>South St. Paul, MN 55075</td>
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</table>
South St. Paul Schools (District 6)

South St. Paul High School
700 2nd Street North
South St. Paul, MN 55075

Kaposia Education Center
1225 1st Avenue North
South St. Paul, MN 55075

SSPPS District Office
104 5th Ave. So.
South St. Paul, MN 55075

Lincoln Center
357 9th Ave. N.
South St. Paul, MN 55075

Kid Connections
1541 5th Ave. So.
South St. Paul, MN 55075

Private Schools

Convent of the Visitation School
2455 Visitation Drive
Mendota Heights, MN 55120

Higher Education Institutions

Inver Hills Community College
2500 East 80th Street
Inver Grove Heights, MN 55076
EXHIBIT G
MINIMUM I-NET PERFORMANCE STANDARDS

[BELOW STANDARDS ARE CONTAINED IN EXISTING COMCAST FRANCHISE GRANTED IN 2000. THE BELOW STANDARDS MAY REQUIRE UPDATES BASED ON EXISTING TECHNICAL SPECIFICATIONS OF INSTITUTIONAL NETWORK]

Signal Quality

The Institutional Network shall achieve the performance standards listed below, where applicable for fiber and/or fiber/HFC-based transmissions, under worst-case conditions for communications occurring between:

- Any institution to any institution
- Any institution to hub or headend and vice versa
- Any institution to any Subscriber and vice versa

For Institutional Communications Incorporating HFC Infrastructure

- **Noise and Distortion Performance** - Under worst-case channel loading (including both analog and digital Signals), the combined upstream and downstream performance of the system shall meet or exceed the following:
  
  - Carrier to noise ratio = 45 dB or better
  - Carrier to composite triple beat = 55 dB or better
  - Carrier to second order distortion = 55 dB or better
  - Carrier to cross modulation = 55 dB or better

- **Data Communications** - For any data communications link on the network, the Network shall provide the capability for a Bit Error Rate (BER) to be equal to or better than 1 x 10 to the minus 9, except where the link is fifty percent (50%) or more coaxial cable, the BER shall be equal to or better than 1 x 10 to the minus 8. This standard shall be met or exceeded under Normal Operating Conditions. Outage times shall not be considered for purposes of determining compliance with the BER prescribed in this paragraph.

- **Network Availability** - For each user of services on the network, network availability shall be equal to or better than 99.965% (no more than 184 minutes of network downtime per user) as measured on an annual basis.

- **Signal Level Variation** - The worst-case Signal level variation (peak to valley) shall be better than or equal to N/10 + 2 (where “N” equals the number of RF amplifiers in cascade from the HFC node).
For End-to-End Fiber-Based Institutional Communications

- **Optical System Noise Performance** - Under worst-case link loss as measured for any voice, video or data service, the combined upstream and downstream performance of the system shall meet or exceed the following:

  - Signal to noise equals 60 dB or better for links that utilize Grantee supplied equipment. For all other links, the network shall be capable of providing a Signal to noise of 60 dB or better, dependent upon end-user equipment.

- **Optical Received Power Level at the Institution** – For all links that utilize Grantee-supplied equipment, the optical power level for any service delivered to the designated Demarcation Point at each I-Net user location shall meet or be better than 0 dBm and shall, in all cases, enable operation within the equipment manufacturer’s minimum specifications. For all other links on the network, I-Net users shall be able to satisfactorily employ non-custom network transmission and reception equipment, and the I-Net shall enable operation within the manufacturer’s minimum specifications for such equipment.

- **Network Availability** - For each user on the network, network availability on the backbone or for fully redundant, diverse path connections from hubs to user sites, shall be equal to or better than 99.99% (no more than 53 minutes of network downtime per user) as measured on an annual basis. For each user on the network, network availability for standard connections from the hub to the user site shall be equal to or better than 99.965% (no more than 184 minutes of network downtime per user) as measured on an annual basis.

For purposes of this Exhibit G, the network shall be defined as “unavailable” under the standards herein for any given user when such user:

a. Cannot, because of a network problem, measured by SNMP software or other appropriate software and associated hardware, or through a failure of a Grantee-provided interconnect, transmit video, voice and/or data communications to, from, and/or on the network. Such problems shall be the result of a failure of one or more of the following: 1) the fiber optic cabling, connections and transmission equipment on the network and/or the coaxial cabling, connections and RF transmission equipment on the network; 2) the transmission equipment at Grantee’s headend; 3) the transmission and network equipment at the customer’s premise (if such equipment is provided by Grantee); 4) network powering systems; 5) the network equipment, connections and cabling, network management, hardware and software, and related equipment provided by Grantee at Grantee’s headend; and/or 6) any other Grantee-provided transmission or network component; and or,

b. Experiences, due to a network problem, video, voice and data transmissions that are below the standards set forth in this Franchise and/or this Exhibit G; and/or,

c. Experiences, due to a network problem, a data communication packet loss of greater than ten percent (10%).
For purposes of this availability standard, network problems shall not be defined as: infrequent scheduled preventative maintenance as long as I-Net users are notified well in advance, according to the provisions of the Franchise. Except as otherwise provided for herein, network availability is subject to the force majeure provisions of the Franchise and those conditions which are not within the control of the Grantee.

Network downtime shall include, but not be limited to, network failures caused by: third party actions; commercial power outages of a typical, non-catastrophic nature; and power failures and other disturbances caused by weather occurrences typical to the Twin Cities area. Grantee shall comply with the requirements of Demand Maintenance/Service and Repair to restore service following any of these occurrences. Grantee will give the City, the Commission and affected I-Net users notice in the event of any of the foregoing occurrences.

- **Data Communications** - For any data communications link on the network, the Bit Error Rate (BER) shall be equal to or better than 1 x 10 to the minus 9. This standard shall be met or exceeded under Normal Operating Conditions. Outage times shall not be considered for purposes of determining compliance with the BER prescribed in this paragraph.

**Service Response**

Network Maintenance - Grantee shall be responsible for the ongoing maintenance and performance of the I-Net from the Demarcation Point within a facility through the network, including the I-Net headend. Routine and preventive maintenance shall be performed continually on the network to ensure that it meets all performance criteria detailed herein.

Specific Performance Oversight Responsibilities of the Grantee will include:

1. Monitoring the operation of the fiber based transport backbone in conjunction with I-Net users;
2. Performance and fault monitoring of the transport backbone and distribution system in accordance with same terms and conditions referenced in Section 7, Paragraph 1(c);
3. Monitoring of selected parameters and tables to allow for early identification of potential service problems;
4. Monitoring and analyzing I-Net performance; and
5. Logging and reporting, as required, of data gathered from above monitoring activities.

**Preventive Maintenance/Service Interruptions** - I-Net users will be notified at least seven (7) Days in advance of any scheduled maintenance that may interrupt service on the I-Net, unless I-Net users agree to waive such time frame. Where possible, such maintenance will be scheduled at times of low usage.
Demand Maintenance/Service and Repair - Response to all network problems shall occur at all hours (24 x 365). Specifically, when Grantee receives a trouble call or alarm, either by internal monitoring or by City, Commission or user personnel, the Grantee’s Network Operations Center will ensure that appropriate technical support shall respond within ten (10) minutes after receiving a call related to a network problem (under Normal Operating Conditions the initial page to the technician on call for I-Net problems will be within the ten (10) minute time frame). The Grantee shall then work continuously until the problem is resolved.

Network Support - Grantee shall provide an appropriate complement of administrative, headend and field personnel at all times to meet the performance criteria detailed herein.

Service Call Processing and Tracking - Grantee will establish mechanisms and procedures for all I-Net users to quickly and easily report System problems. All trouble or service calls will be documented, processed, and completed in an expedient manner.

Documentation will include monthly I-Net service call reports, as required, which will include a breakdown of reasons and resolutions as well as call handling efficiency. Notwithstanding the staffing, testing and equipment and response requirements set forth herein, the Grantee will provide the in-house and/or contractor staff, spare and back-up equipment, test and maintenance equipment and additional steps necessary to ensure that the network performs reliably in accordance with all standards detailed herein.

Network Performance Testing

Proof of Performance - Proof of performance testing will be conducted on the I-Net two (2) times per year at the same time residential subscriber system testing is performed during the months of January/February and July/August. Several geographically diverse I-Net test point locations for each ring and an additional test point per node will be established which are representative of worst-case performance for the area. Testing shall be completed at the mutually agreed upon entry Demarcation Point at the institution. All active channels upstream and downstream shall be tested at each test point location. If the testing will subject such channels to service interruptions, Grantee will work with Users to schedule the testing so as to minimize its impact upon the Users. Testing shall be performed to ensure compliance with all the network performance specifications included in this Appendix and applicable Service Agreements. Tests shall be performed using standard test methodologies, as mutually agreed to by the City, the Commission and Grantee.

Power Supply Inspections - All network power supplies and back-up devices will be continuously status monitored and manually inspected at least twice per year, which will include the following checks and tests:

- Full load transfer and runtime test
- Battery condition and maintenance check, including replacement if required
- Status monitoring functional test

G-4
I-Net User Location Performance Testing - All network performance specifications shall be met at each I-Net user location, and the network shall at all times enable I-Net user video, voice and data communications to be successfully transmitted in accordance with the reliability and availability standards incorporated herein. Grantee shall schedule with each user such testing as required to ensure successful network performance at each I-Net user location.

Physical Network Characteristics - The physical and electrical configuration of the I-Net will comply with all applicable Federal, State, and Local requirements. Inspections of all cable runs and components will be made by Grantee during the I-Net construction process to ensure the integrity of the network and Grantee shall keep records thereof.

Performance Documentation - All tests and checks will be documented and, upon request, filed with the City and the Commission. At the City’s or the Commission’s request, all testing processes may be conducted under the observation of a representative from the City or the Commission.

All network performance standards herein relate to Grantee-supplied transmission and network, facilities, infrastructure, equipment and other components.
EXHIBIT H
MONTHLY SUBSCRIBER DATA REPORT
|Northern Dakota County Cable Communications Commission (NDC4)  
Comcast Monthly Subscriber Data Report |
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<tbody>
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<td>Feb-18</td>
<td>Mar-18</td>
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<td>Expanded Cable</td>
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<td>Playboy</td>
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<tr>
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<td><strong>Total Pay-Premium Packages</strong></td>
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<td><strong>Total # PPV &amp; On-Demand Purchases</strong></td>
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<td>Digital Preferred Plus</td>
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<td>Economy Latino TV</td>
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<td>Economy Plus Latino TV</td>
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<td>Starter Latino TV</td>
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<td>XFINITY TV Latino incl's 31 ch's</td>
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## Northern Dakota County Cable Communications Commission (NDC4)
### Comcast Monthly Subscriber Data Report

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<th>Feb-18</th>
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<tr>
<td><strong>Total Broadcast TV Fee (households)</strong></td>
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<td>Add'l TV w/TV Adapter</td>
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<td>Cable Cards</td>
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<td>Customer Owned Video Equipment Credit</td>
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<td><strong>Cable Guide Monthly Print Magazine</strong></td>
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<tr>
<td>Basic 1 Connects</td>
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<td>Total Service Calls (in-home visit)</td>
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<td>Reactivation TV (no in-home visit)</td>
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<td><strong>Penetration</strong></td>
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