

**CITY OF MAPLE LAKE
ORDINANCE NO. 38**

SECTION 1. FINDINGS AND INTENT

The City finds that the delivery of Cable Service and related communications services may contribute significantly to the communication needs and desires of residents of the City, benefit local economic development, and improve public and municipal services. The City's intent in adopting this Cable Ordinance is to encourage further development of Cable Service and related communications services in the City, and to ensure that all Cable Service providers are subject to comparable obligations and burdens.

SECTION 2. SHORT TITLE

This Ordinance will be known and cited as the "Cable Ordinance."

SECTION 3. DEFINITIONS

For the purposes of this Cable Ordinance, the following terms, phrases, words, and their derivations have the meaning given herein. Unless otherwise provided herein, terms, phrases and words contained in this Cable Ordinance shall have the meaning ascribed in the Cable Act, 47 U.S.C. Sec. 521, *et seq.*, or if not defined herein or in the Cable Act will have their normal and customary meaning. When not inconsistent with the context, words in the singular number include the plural number. The words "must" and "will" are always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

a. "Basic Cable Service" has the meaning ascribed in Cable Act Section 522(3) and 543(b)(7).

b. "Cable Communications System," "Cable System" or "System" has the meaning ascribed in Cable Act Section 522(7) and Minnesota Statutes, Section 238.02, Subd. 3.

c. "Cable Programming Service" has the meaning ascribed in Cable Act Section 543(l)(2).

d. "Cable Service" has the meaning ascribed in Cable Act Section 522(6).

e. "Channel" has the meaning ascribed in Cable Act Section 522(4).

f. "City" means the City of Maple Lake, Minnesota, a municipal corporation, in the State of Minnesota.

g. "Commission" means the Sherburne/Wright Counties Cable Communications Commission, a municipal joint powers entity consisting of the following municipalities:

Big Lake, Buffalo, Cokato, Dassel, Delano, Elk River, Maple Lake, Monticello, Rockford and Watertown.

h. "Drop" means the cable that connects the ground block on the Subscriber's Terminal Device to the nearest feeder cable of the System.

i. "FCC" means the Federal Communications Commission, or its lawful successor.

j. "Franchise", "Cable Franchise" or "Franchise Agreement" means an agreement between the City and any provider of Cable Service pursuant to this Cable Ordinance granting authorization to construct, operate and maintain a System and provide Cable Service in the City.

k. "Franchise Fee" has the meaning ascribed in Cable Act Section 542(g).

l. "Grantee" is any recipient of a Franchise, and its agents and employees, lawful successors, transferees or assignees.

m. "Gross Revenues" means all revenues, as determined in accordance with Generally Accepted Accounting Principles ("GAAP"), received by a Grantee or its affiliates from the operation of a Cable System to provide Cable Service in the City. By way of example and not limitation, Gross Revenues shall include any advertising revenues received by a Grantee or its affiliates in connection with the provision of Cable Service. Gross Revenues shall not include revenues received by a Grantee or its affiliates from the provision of Telecommunications Services or other non-Cable Services in the City, bad debt, credits, refunds and deposits paid to Subscribers, or any taxes, fees or assessments of general applicability collected by a Grantee which are imposed directly on a Subscriber and which are collected by a Grantee for such governmental unit including any PEG Capital Fees. A Franchise Fee is not such a tax, fee or assessment.

n. "Installation" means the connection of a System with the Subscriber Terminal Device.

o. "MPUC" means the Minnesota Public Utilities Commission, or its lawful successor.

p. "Normal Business Hours" has the meaning ascribed in the FCC's rules, 47 C.F.R. 76.309(c)(4).

q. "Normal Operating Conditions" has the meaning ascribed in the FCC's rules, 47 C.F.R. 76.309(c)(4).

r. "PEG Access Facilities" means public, educational, and governmental programming channels, or any equipment or facilities for use of such Channels.

s. "Person" has the meaning ascribed in Cable Act Section 522(15).

t. "Right-of-Way" or "Rights-of-Way" means the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the local government unit has an interest, including other dedicated rights-of-way for travel purposes and utility easements of local government units. Right-of-Way does not include the airwaves above a Right-of-Way with regard to wireless or other nonwire telecommunications or broadcast service.

u. "Right-of-Way Ordinance" means an ordinance of general applicability adopted by the City establishing requirements regarding regulation, management and use of Rights-of-Way, including registration and permitting requirements.

v. "Standard Installation" means any residential installation that can be completed using a Drop of 150 feet or less.

w. "Subscriber" means any Person who lawfully receives Cable Service via a System.

x. "Telecommunications Services" shall have the meaning ascribed in 47 U.S.C. § 153(46).

y. "Terminal Device" means an electronic device that converts signals to a form accessible by the Subscriber.

SECTION 4. FRANCHISES

Section 4.1 Generally

a. No Person may construct, operate, or maintain a Cable System or provide Cable Service in the City unless and until such Person is granted a Franchise. All Franchises must be granted pursuant to the provisions of this Cable Ordinance.

b. Any Franchise granted hereunder will authorize a Grantee to deliver Cable Service and construct, operate and maintain a Cable System in the Rights-of-Way in the City.

c. All Franchises shall be nonexclusive and City may grant additional Franchises at any time. The City will not grant an additional Franchise on terms and conditions more favorable or less burdensome than those in an existing Franchise. The City may impose additional terms and conditions in any additional Franchise.

d. In the event the City grants an additional Franchise that a Grantee believes is more favorable or less burdensome than its existing Franchise, the Grantee shall have a right to petition for Franchise amendments to relieve the Grantee of provisions

making its Franchise less favorable or more burdensome. The Grantee shall file a petition that:

1. Identifies the competitor(s);
2. Identifies the basis for Grantee's belief that certain provisions of the additional Franchise are more favorable or less burdensome than its existing Franchise;
3. Identifies the Franchise provisions to be amended.

The City shall not unreasonably deny such a petition.

e. This Cable Ordinance and Franchises granted pursuant hereto are intended to comply with Minnesota Statutes Chapter 238. Any applicable requirement established by Minn. Stat. 238.084 not expressly incorporated in this Cable Ordinance or a Franchise shall be deemed incorporated by reference in the Franchise as though fully set forth therein.

f. The performance of any Grantee is subject to periodic evaluation by the City upon reasonable notice to the Grantee.

Section 4.2 Use of Rights-of-Way

a. Use of Rights-of-Way to operate a Cable System and provide Cable Service must not be inconsistent with the terms and conditions by which such Rights-of-Way were created or dedicated. Use of Rights-of-Way is subject to all applicable legal requirements including any Right-of-Way Ordinance enacted by the City, provided however that to the extent that rights, duties and obligations regarding the use of Rights-of-Way are specifically addressed in a Franchise, such Franchise terms shall prevail over any conflicting provisions of a Right-of-Way Ordinance.

b. The City may construct, maintain, repair or relocate sewers; grade, pave, maintain, repair, relocate and/or alter any Right-of-Way; construct, repair, maintain or relocate water mains; or construct, maintain, relocate, or repair any sidewalk or other public work.

c. All System facilities, lines and equipment in the City must be located so as not to obstruct or interfere with the proper use of Rights-of-Way, alleys and other public ways and places, and cause minimum interference with the rights of property owners who abut any of the said Rights-of-Way, alleys and other public ways and places, and not interfere with existing public utility installations.

d. To the extent required in a Right-of-Way Ordinance, a Grantee must file with the City strand maps, plats, or other record of the location of all facilities constructed in the City, including underground facilities. A Grantee must update such maps, plats and

permanent records annually if changes have been made in the System. Consistent with applicable state law, Grantee may identify such maps, plats or other records as "confidential trade secret," and City shall comply with all state laws regarding the protection and dissemination of such materials.

e. If the City alters, or changes the grade or location of any Right-of-Way, alley or other public way, a Grantee shall, at its own expense, upon reasonable notice by City, remove and relocate poles, wires, cables, conduits, manholes and other System fixtures, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Right-of-Way, the affected Grantee will be likewise reimbursed.

f. A Grantee shall not place poles, conduits, or other System fixtures where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Right-of-Way shall be so placed as to comply with all lawful requirements of City.

g. A Grantee will, on request of any Person holding a moving permit issued by the City, temporarily move wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee will be given no less than ten (10) business days advance notice to arrange for such temporary changes.

h. A Grantee will be liable for the failure to exercise reasonable care during construction, operation or maintenance of a System.

Section 4.3 Tree Trimming

A Grantee is authorized to trim any trees upon and overhanging the Rights-of-Way, alleys, sidewalks, or public easements of City so as to prevent the branches of such trees from coming in contact with wires and cables of a System. The City may supervise tree trimming activities and condition the authority to trim trees as it deems appropriate.

Section 4.4 Franchise Term.

Franchises will be granted for a term established in the Franchise Agreement. No Franchise may be granted for a period exceeding fifteen (15) years from the date of acceptance by Grantee.

Section 4.5 Regulation of Cable Service.

Any Franchise Agreement adopted pursuant to this Cable Ordinance will define the contractual rights and obligations of the City and Grantee, provided however that a Grantee remains subject to the lawful exercise of the City's police power, ordinance-making authority, and power of eminent domain.

Section 4.6 Initial Franchise Applications.

a. Upon request or its own initiative, the City may initiate the cable franchise application process required by Minnesota Statutes Section 238.081. Any Person desiring an initial Franchise must file an application with the City.

b. The City will establish an application fee in an amount to offset the costs of processing applications and awarding an initial Franchise. Such application fees will not constitute a Franchise Fee.

c. Upon receipt of an application for an initial Franchise, City staff will prepare a report and recommendations to the City Council regarding the application(s).

d. A public hearing concerning applications will be held prior to rejection or acceptance of applications, and award of any initial Franchises.

Section 4.7 Franchise Renewal.

Franchise renewals will be conducted in accordance with applicable laws. To the extent authorized by applicable laws, the City may require reimbursement of its expenses incurred in processing the renewal.

SECTION 5. CONSTRUCTION STANDARDS

Section 5.1 Registration, Permits and Construction Codes.

a. Within ninety (90) days of acceptance of an initial Franchise, a Grantee shall apply for any necessary governmental permits, licenses, certificates, and authorizations to construct, repair, replace, relocate, operate, maintain or reconstruct a System. A Grantee may submit permit applications as construction progresses, as agreed upon with the City. A Grantee must strictly adhere to all state and local laws and building and zoning codes currently or hereafter applicable to location, construction, installation, operation or maintenance of the facilities used to provide Cable Service in the City.

b. The City may inspect any construction or installation work performed pursuant to the provisions of a Franchise. The City may make such tests as it must find reasonably necessary to ensure compliance with the terms of this Cable Ordinance, the Franchise, and applicable provisions of local, state and federal law.

Section 5.2 Repair of Rights-of-Way and Property.

a. Any Rights-of-Way or other property disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of a Cable System shall be promptly and fully restored by the Grantee performing such work, at its expense, to a condition as good as that prevailing prior to such work.

b. If a Grantee fails to promptly perform the restoration required herein, the City shall have the right, following ten (10) business days written notice to Grantee, to

restore Rights-of-Way and other public property to a condition as good as that prevailing prior to the Grantee's work. The City shall be fully reimbursed by the Grantee for its actual costs relating to such restoration.

Section 5.3 Undergrounding of Facilities.

a. In all areas of the City where utility facilities are required to be placed underground, or where all other utility lines are underground, a Grantee must construct and install System facilities underground.

b. A Grantee must bury new Drops within a reasonable time period, subject to weather conditions. In the event the ground is frozen, a Grantee will be permitted to delay burial until the ground is suitable for burial which in no event must be later than June 30th.

Section 5.4 Erection, Removal and Joint Use of Poles.

a. In any area of the City where facilities may be located above ground, a Grantee must make use of existing poles and other facilities to the extent technically and economically feasible.

b. No poles, above-ground conduits, amplifier boxes, similar structures, or other wire-holding structures may be erected or installed by the Grantee on public property without prior approval of the City with regard to location, height, type and other pertinent aspects.

c. All facilities are subject to applicable zoning and other land use regulations.

Section 5.5 Safety Requirements.

a. A Grantee must at all times employ ordinary and reasonable care in the construction, installation and maintenance of System facilities and must use ordinary and reasonable methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. All System facilities must at all times be kept and maintained in good condition, order, and repair so that the same must not menace or endanger the life or property of the City or any Person.

b. A Grantee must install and maintain equipment and facilities in accordance with all applicable federal and state laws and regulations, any Right-of-Way Ordinance, and the requirements of the National Electric Safety Code and in such manner that they will not interfere with private radio, police and fire communications or any installations of City or of any public utility serving City.

SECTION 6. SYSTEM DESIGN AND EXTENSION PROVISIONS

Section 6.1 System Capacity and Channels.

At a minimum, any Franchise granted hereunder shall describe the Grantee's network in terms of the total System capacity such as the total number of analog and digital video channels that can be provided.

Section 6.2 Cable Service Availability.

a. Each Franchise will identify a required service area in which a Grantee will be required to offer Cable Service to all dwellings, homes and businesses, subject to a reasonable density threshold. Any additional Franchise will include a service area that is no more favorable or less burdensome than the service area in an existing Franchise.

b. Any Franchise granted hereunder may establish requirements for the extension of the System and provision of Cable Service to areas that may be annexed by the City beyond the initially required service area.

c. Cable Service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides.

Section 6.3 Non-Standard Installations. A Grantee must provide Cable Service to any Person requesting other than a Standard Installation except that a Grantee may charge for the incremental increase in material and labor costs incurred above the cost of making a Standard Installation.

Section 6.4 Technical Standards. Any System offering Cable Service in the City must comply, at minimum, with the technical standards promulgated by the FCC relating to Cable Systems pursuant to Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

Section 6.5 System Testing.

a. A Grantee shall perform all System testing required pursuant to the FCC's technical standards and requirements. In the event the City identifies signal or System performance difficulties which may constitute violations of applicable FCC technical standards, the Grantee will be notified and afforded ten (10) days to correct problems or complaints. If the performance difficulty is not resolved within ten (10) days in City's sole determination, the City may require the Grantee to demonstrate compliance via testing or other means selected by the Grantee.

b. The City may test any System or facilities used to provide Cable Service in the City. The City will seek to arrange its testing so as to minimize hardship or inconvenience to Grantee and Subscribers. In the event that testing reveals that the source of the technical difficulty is within the Grantee's reasonable control, the cost of the testing must be borne by the Grantee. If the testing reveals the difficulties to be

caused by factors that are beyond Grantee's reasonable control, the cost of the testing must be borne by the City.

Section 6.6 FCC Reports.

A Grantee must, upon written request from City, file all required FCC technical reports with the City.

Section 6.7 Emergency Alert System.

A Grantee must provide an emergency alert system (EAS) that complies with FCC requirements. A Grantee must further ensure that City can insert, or direct the insertion of, brief audio and video emergency messages simultaneously on all Channels or a single Channel to which Subscribers are directed. The City shall indemnify Grantee for City's use of a Cable System for emergency messages.

SECTION 7. CONSUMER PROTECTION AND CUSTOMER SERVICE STANDARDS

Section 7.1 Regulation of Cable Service Rates.

The City may regulate rates for the provision of Cable Service to the extent allowed under federal or state law(s). A Grantee must file a list of current Subscriber rates and charges with the City, which lists will be maintained on file with City and will be available for public inspection. A Grantee must give the City and Subscribers written notice of any change in a Cable Service rate or charge no less than thirty (30) days prior to the effective date of the change.

Section 7.2 Sales Procedures.

A Grantee may not exercise deceptive sales procedures that violate state laws when marketing any of its Cable Services within City. A Grantee may conduct marketing consistent with local ordinances and other applicable laws and regulations.

Section 7.3 Telephone Inquiries and Complaints.

a. A Grantee must maintain local, toll-free or collect call telephone access lines which will be available to its Subscribers 24 hours a day, seven days a week. A Grantee must comply with the FCC's customer service standards, a current copy of which is attached hereto.

Section 7.4 Complaint and Other Service Records.

a. Upon written request by the City, and subject to a Grantee's obligation to maintain the privacy of certain information, a Grantee must prepare and maintain written records of all written complaints received and the resolution of such complaints, including the date of such resolution.

b. Written complaint records must be on file at the office of a Grantee. Upon written request by the City, a Grantee must provide the City with a written summary of such complaints and their resolution and in a form mutually agreeable to the City and Grantee.

c. Upon written request by the City, a Grantee must provide detailed compliance reports on a quarterly basis with respect to the objectively measurable service standards required in this Section. A Grantee will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards contained in this Section unless a historical record of complaints indicates a failure to comply.

Section 7.5 Subscriber Contracts.

A Grantee must provide to the City upon request any standard form Subscriber contract utilized.

Section 7.6 Video Programming.

All Franchises will comply with 47 U.S.C. § 544(b), regarding the broad categories of video programming provided. Individual programming decisions may be made in the Grantee's sole discretion.

Section 7.7 Billing and Subscriber Communications.

a. A Grantee must give the City and Subscribers thirty (30) days advance written notice of any changes in rates, programming services, or channel alignments.

b. Bills must be clear, concise, and understandable. Bills must clearly delineate all activity during the billing period, including optional charges, rebates, and credits. In case of a billing dispute, the Grantee must respond to a written complaint from a Subscriber within 30 days.

Section 7.8 Refunds and Credits.

a. Credits must be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

b. In the event a Subscriber establishes or terminates Cable Service and receives less than a full month's Cable Service, the Grantee must prorate the monthly rate on the basis of the number of days in the period for which Cable Service was rendered to the number of days in the billing. Refund checks will be issued promptly, but no later than the next billing cycle following the return of the equipment supplied by the Grantee if Cable Service is terminated.

Section 7.9 Additional Customer Service Requirements.

The City may adopt additional or modified customer service requirements to address subscriber concerns or complaints to the extent permitted by law.

SECTION 8. COMMUNITY SERVICES

Section 8.1 PEG Access Facilities.

Franchises will establish obligations to provide PEG Access Facilities to meet the community's needs and interests. The City will operate, administer and manage PEG Access programming and the City may delegate its PEG Access authority and responsibilities to the Commission. All franchises must contain equivalent PEG Access obligations on any franchised provider of Cable Services.

Section 8.2 Service to Public or Educational Institutions.

Franchises will establish obligations for the provision of free or reduced cost Cable Services to identified public or educational institutions.

SECTION 9. ADMINISTRATION PROVISIONS

Section 9.1 Administration of Franchise.

The City will have continuing regulatory authority over Cable Systems, Cable Services, and Franchise compliance. The City may delegate any and all regulatory authority to the Commission. A Grantee must fully cooperate with the Commission in the exercise of regulatory authority delegated by the City.

Section 9.2 Franchise Fee.

a. A Grantee must pay to the City a Franchise Fee in the amount established in the Franchise Agreement.

b. Each Franchise Fee payment must be accompanied by a report certified by an authorized representative of the Grantee, in form reasonably acceptable to City, detailing the computation of the payment. All amounts paid must be subject to audit and recomputation by the City and acceptance of any payment must not be construed as an accord that the amount paid is in fact the correct amount.

c. A Grantee may designate that portion of a Subscriber's bill attributable to the Franchise Fee as a separate line item on the bill.

Section 9.3 Access to Records.

a. The City may, upon reasonable notice and during Normal Business Hours, and subject to the privacy provisions of 47 U.S.C. § 521 et seq., inspect at a mutually convenient location any records of System operations maintained by a Grantee that

relate to a Grantee's compliance with its Franchise, including specifically Grantee's Gross Revenue records. A Grantee may identify and label documents as "confidential trade secret" in accordance with Section 4.2 above.

b. A Grantee must prepare and furnish to the City such reports as City may reasonably request with respect to operation of the System and provision of Cable Services in the City, or any other operations, affairs, transactions or property subject to this Franchise.

SECTION 10. INDEMNIFICATION AND INSURANCE

Section 10.1 Indemnification of the City.

a. A Grantee must indemnify, defend and hold harmless the City, its officers, boards, committees, commissions, elected officials, employees and agents from and against any loss or damage to any real or personal property of any Person, or for any injury to or death of any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of a System or other facilities used by a Grantee to deliver Cable Service.

b. A Grantee must indemnify, defend, and hold the City, its officers, boards, committees, commissions, elected officials, employees and agents, harmless from and against all lawsuits, claims, actions, liability, damages, costs, expenses or penalties incurred as a result of the award or enforcement of its Franchise.

c. A Grantee shall not be required to provide indemnification or defense for any intentional misconduct, willful neglect or negligence by an Indemnified Party, for any enforcement action taken by the City against a Grantee, or for any claim based solely on the City's operation of PEG Access Facilities, delivery of PEG Access programming, or EAS messages originated by the City. Subject to the limitations in Minnesota Statutes Chapter 466, the City shall indemnify, defend and hold a Grantee harmless from any damage resulting from any intentional misconduct, willful neglect or negligence by the City, its officers, boards, committees, commissions, elected officials, employees and agents, in utilizing PEG Access Facilities or Channels, delivering EAS messages originated by the City, or in connection with work performed on or adjacent to the System.

d. With respect to each claim for indemnification:

1. the City must promptly notify the Grantee in writing of any suit, claim or proceeding which gives rise to such right;
2. the Grantee must afford the City an opportunity to participate in any compromise, settlement or other resolution or disposition of any suit, claim or proceeding; and

3. the City must cooperate with reasonable requests of the Grantee, at Grantee's expense, in its participation in a suit, claim or proceeding.

Section 10.2 Insurance.

a. A Grantee must obtain and maintain in full force and effect, at its sole expense, a comprehensive general liability insurance policy, in protection of the Grantee, and the City, its officers, elected officials, boards, commissions, agents and employees for damages which may arise as a result of operation of the System or delivery of Cable Service.

b. The policies of insurance must be in the sum of not less than One Million Dollars (\$1,000,000.00) for personal injury or death of any one Person, and Two Million Dollars (\$2,000,000.00) for personal injury or death of two or more Persons in any one occurrence, Five Hundred Thousand Dollars (\$500,000.00) for property damage to any one person and Two Million Dollars (\$2,000,000.00) for property damage resulting from any one act or occurrence.

c. The insurance policy must be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance must contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after sixty (60) days advance written notice have been provided to the City.

SECTION 11. FRANCHISE TRANSFER OR ABANDONMENT

Section 11.1 Abandonment of Service. A Grantee may not discontinue the provision of Cable Service without having first given three (3) months written notice to the City.

Section 11.2 System Removal After Abandonment, Termination or Forfeiture.

a. In the event of termination or forfeiture of the Franchise or abandonment of the System, the City may require the Grantee to remove all or any portion of its System from all Rights-of-Way and public property within the City; provided, however, that the Grantee will not be required to remove its System to the extent it lawfully provides Telecommunications Services over the System.

b. If the Grantee has failed to commence removal of its System, or such part thereof as was designated by the City, within one hundred twenty (120) days after written demand for removal is given, or if the Grantee has failed to complete such removal within twelve (12) months after written demand for removal is given, the City may apply funds secured by the Franchise toward removal.

Section 11.3 Sale or Transfer of Franchise.

a. No sale or transfer of ownership of a Grantee or "fundamental corporate change" in a Grantee as defined in Minn. Stat. 238.083, nor sale or transfer of a Franchise, is permitted without City approval. Any sale or transfer of stock in a Grantee creating a new controlling interest constitutes a sale or transfer of ownership. A "controlling interest" includes majority stock ownership or a lesser amount sufficient to confer actual working control in whatever manner exercised. City approval shall not be required where a Grantee grants a security interest in its Franchise or System to secure an indebtedness.

b. A Grantee must file a written request with the City prior to any transaction described above. The City will approve or deny a transfer request within one hundred and twenty (120) days of receipt of a written request. The City will not unreasonably withhold its approval.

c. In no event will a transaction be approved unless any proposed new Grantee becomes a signatory to, and assumes all rights and obligations under, the Franchise.

d. In the event of any proposed transaction described above, the City will have the right to purchase the System. In the event a Grantee has received a bona fide offer for purchase of its System, the City shall have the right to purchase for the price which the proposed assignee or transferee agreed to pay. The City will be deemed to have waived its right to purchase the System in the following circumstances:

1. The City does not notify the Grantee in writing, within 60 days of notice, that it intends to exercise its right of purchase; or
2. The City approves the transaction.

SECTION 12. PROTECTION OF INDIVIDUAL RIGHTS

Section 12.1 Discriminatory Practices Prohibited.

No Grantee may deny Cable Service or otherwise discriminate against citizens or businesses on the basis of race, color, religion, national origin, sex, age, status as to public assistance, affectional preference, or disability.

Section 12.2 Subscriber Privacy.

a. A Grantee must comply with the subscriber privacy-related requirements of 47 U.S.C. § 551.

b. No signals of a Class IV Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written authorization of the Subscriber.

SECTION 13. UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

Section 13.1 Unauthorized Connections or Modifications Prohibited.

a. It is unlawful for any Person, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of a Grantee's System.

b. It is unlawful for any Person to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of a System for any purpose.

c. Any Person found guilty of violating this section may be fined not less than Twenty Dollars (\$20.00) and the costs of the action nor more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense.

SECTION 14. ENFORCEMENT OF THE CABLE ORDINANCE OR FRANCHISE

Section 14.1 Violations or Other Occurrences Giving Rise to Enforcement Action.

a. In order to take enforcement action pursuant to this Cable Ordinance or a Franchise, the City must provide the Grantee with written notice of the violation or other occurrence giving rise to the City's action.

b. The Grantee shall have thirty (30) days subsequent to receipt of the notice to cure the violation or occurrence giving rise to the City's action. Alternatively, the Grantee may, within fourteen (14) days of receipt of notice from the City, notify City in writing that there is a dispute as to whether a violation or failure has in fact occurred. Such written notice by the Grantee to the City shall specify with particularity the matters disputed by Grantee.

c. In the event a Grantee does not timely cure to the City's satisfaction the violation or other occurrence giving rise to the City's action, or timely disputes whether a violation has occurred, the City will schedule a public hearing affording Grantee due process. The City will endeavor to schedule the hearing for a date within ninety (90) days of the initial violation notice. Notice of the hearing must be provided to the Grantee.

d. At the completion of the hearing, the City will issue written findings of fact and its final determination.

e. In the event City determines that no violation has taken place, the City will rescind the notice of violation in writing.

Section 14.2 Franchise Revocation.

a. In addition to all other rights and remedies that the City possesses pursuant to law, equity and the terms of the Franchise Agreement, the City may revoke or terminate the Franchise, and all rights and privileges pertaining thereto, in accordance with Section 14.1 if the City determines that:

1. The Grantee has violated any material requirement or provision of the Cable Ordinance or a Franchise and has failed to timely cure; or
2. The Grantee has attempted to evade any of the material provisions of the Cable Ordinance or a Franchise; or
3. The Grantee has practiced fraud or deceit upon the City or a Subscriber; or
4. The Grantee has filed for bankruptcy.

b. During any revocation proceeding and any appeal period, the Franchise will remain in full force and effect unless the term thereof sooner expires.

Section 14.3 Compliance with Federal, State and Local Laws.

The City and Grantee will conform to federal and state laws and rules regarding Cable Service or the System as they become effective.

Section 14.4 Effective Date

This Cable Ordinance is effective the day after its publication.

Adopted by the City Council of the City of Maple Lake this 18th day of January, 2005.

ATTEST:



City Administrator



Mayor

Published in the Maple Lake Messenger on the 13th day of April, 2005.