

FRIDLEY CITY CODE
CHAPTER 405A. CABLE TELEVISION FRANCHISE.
(Ord 1210)

The City of Fridley, Minnesota, through, and by action of its City Council, hereby ORDAINS:

That Chapter 405 is hereby repealed.

That the City Code of the City of Fridley shall be amended to include a new Section 405A, which shall provide as follows:

PREAMBLE

The City of Fridley does ordain that it is in the public interest to permit the use of public rights-of-way and easements for the construction, maintenance and operation of a cable television system under the terms of this Franchise; said public purpose being specifically the enhancement of communications within the City, the expansion of communications opportunities outside the City, and the provision of programming of a truly local interest.

405A.01. STATEMENT OF INTENT AND PURPOSE

1. Statement of Intent and Purpose.

The City intends, by the adoption of this Franchise Ordinance, to bring about the continued development and operation of a non-exclusive cable television system. This continued development can contribute significantly to the communications needs and desires of many individuals, associations and institutions within the City, and to promote the health, safety and welfare of its citizens.

This Ordinance complies with the Minnesota franchise standards set forth in Minn. Stat. §238.084.

405A.02. SHORT TITLE

This ordinance shall be known and cited as the "City of Fridley Cable Television Franchise Ordinance: Time Warner Cable". Within this document it shall also be referred to as "this Franchise" or "the Franchise".

405A.03. DEFINITIONS

For the purpose of this Franchise, and to the extent not inconsistent with the definitions and terms contained in 47 U.S.C. §522, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context,

words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words

"shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. **Basic Service.** The service tier which includes the retransmission of local television broadcast signals.
2. **Cable Mile.** A mile of cable bearing strand.
3. **Cable Service.** The one-way transmission to Subscribers of (i) video programming, (ii) other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as Section 602(6) of the Cable Act (47 U.S.C. §522(6)) may be amended by subsequent statute or regulation.
4. **Channel.** A portion of the electromagnetic spectrum or fiber optic capacity that is capable of carrying one video signal, in either analog or digital form.
5. **Class IV Channel.** A signaling path provided by the System to transmit signals of any type from a Subscriber terminal to another point in the System.
6. **City.** The City of Fridley, Minnesota, a municipal corporation in the State of Minnesota or its delegations. The City Council is the authority of the City.
7. **Complaint.** Any verbal or written inquiry, allegation or assertion made by a Person which requires subsequent corrective action to the System or any portion thereof, or raises an objection to the programming or business practices of Grantee. The term "Complaint" does not include an inquiry which is immediately answered by the Grantee.
8. **Converter.** An electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber and by an appropriate channel selector also permits a Subscriber to view all signals included in the Basic Service delivered at designated converter dial locations.
9. **Drop.** The cable that connects the tap to the Subscriber's ground block.
10. **FCC.** The Federal Communications Commission or a designated representative.
11. **Franchise Administrator.** The City Manager of the City or the City Manager's designee who shall be responsible for the continuing administration of the Franchise.
12. **Fundamental Corporate Change.** The sale or transfer or a majority of a corporation's assets; merger, including a parent and its subsidiary corporation; consolidation; or creation of a subsidiary corporation.
13. **Grantee.** Time Warner Cable Inc., its agents, employees, lawful successors, transferees or assignees.

14. **Gross Revenues.** All cash, or other consideration derived directly or indirectly from the operation of the System to provide Cable Services in the City by the Grantee, including, but not limited to, Basic Service revenues, any other service tier revenues, including expanded Cable Service revenues, home shopping revenues, viewership studies revenues resulting from the lease of Channels and all other revenues of any kind received from the operation of the Cable System to provide Cable Service. This definition is intended to be read to reach as broadly as possible to encompass all revenues derived from Grantee's operation within Grantor's jurisdiction, subject only to the limitations imposed by federal or state law.

Gross Revenues shall not include: 1) any amount collected by the Grantee from Subscribers for PEG purposes (as hereinafter defined); 2) the revenues of any Person where such revenues have been included in Grantee's revenues so as to preclude double imposition of franchise fees; 3) any taxes on services furnished by Grantee which are imposed upon any Subscriber or user by the state, City or other governmental unit and collected by Grantee on behalf of said governmental unit (a franchise fee is not such a tax) or 4) bad debt.

This sum shall be the basis for computing the fee imposed pursuant to Fridley Cable Code, Section 405A.10.

15. **Installation.** The act of connecting the System from the tap to the Subscriber's ground block so that Cable Service may be received by the Subscriber.

16. **Normal Business Hours.** Those hours during which most similar businesses in the City are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours, at least one night per week and/or some weekend hours.

17. **Normal Operating Conditions.** 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.

18. **Pay Television.** The delivery over the System of per-Channel or per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Service.

19. **Person.** Any corporation, partnership, proprietorship, limited liability entity, individual or organization authorized to do business in the State of Minnesota, or any natural Person.

20. **Public Property.** Any real property owned by any governmental unit other than a Street.

21. **Residential Unit.** Any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as a residence by one or more individuals. The term Residential Unit is not limited to units occupied by persons as their usual place of residence and includes units rented periodically or used only as seasonal homes.

22. **Service Interruption.** The loss of picture or sound on one or more cable channels.
23. **Street.** The surface of and the space above and below any public Street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held by the City over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.
24. **Subscriber.** Any Person or entity that lawfully receives a Cable Service provided by Grantee by means of or in connection with the System whether or not a fee is paid for such Cable Service.
25. **System.** Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the City, but such term does not include (A) a facility that serves only to retransmit the television signals of one (1) or more television broadcast stations; (B) a facility that serves Subscribers or facilities without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Communications Policy Act of 1984, except that such facility shall be considered a System to the extent such facility is used in the transmission of video programming directly to Subscribers; (D) any facilities of any electric utility used solely for operating its electric utility systems; or (E) an open video system that complies with Section 653 of the Communications Act of 1934.
26. **Tapping.** Monitoring communications signals, where the monitor is not an authorized monitor of the communications, whether the communications is monitored by visual or electronic means, for any purpose whatsoever.
27. **Two-way System.** A System that can pass video, voice, and/or data signals in both directions simultaneously.

405A.04. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. **Grant of Franchise.**

This Franchise is granted pursuant to the terms and conditions contained herein. Such terms and conditions shall be subordinate to all applicable provisions of state and federal laws, rules and regulations.

2. **Criteria of Selection.**

The Grantee's technical ability, financial condition and legal qualifications were considered and approved by the City in full public proceedings and affording reasonable notice and a reasonable opportunity to be heard.

3. Authority for Use of Streets.

A. For the purpose of operating and maintaining a System in the City, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the City such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the System, provided that all applicable permits are applied for and granted, all fees paid and all other City codes and ordinances are otherwise complied with.

B. Grantee shall construct and maintain the System so as not to interfere with other uses of Streets. Grantee shall make use of existing poles and other facilities available to Grantee, provided Grantee is able to obtain access to such facilities on reasonable terms and conditions. Grantee shall notify all residents affected by proposed underground work prior to commencement of that work. Such notice shall include a contact and contact phone number of a responsible employee of Grantee.

C. Notwithstanding the above grant to use the Streets, no Street shall be used by Grantee if the City, in its sole opinion, determines that such use is inconsistent with the terms, conditions or provisions by which such Street was created or dedicated, or presently used.

4. Franchise Term.

This Franchise shall commence upon acceptance by Grantee as defined herein and shall expire fifteen (15) years from such date unless renewed, revoked or terminated sooner as herein provided.

5. Area Covered.

This Franchise is granted for the territorial boundary of the City. In the event of annexation by the City, any new territory shall become part of the area covered.

6. Police Powers.

Grantee's rights are subject to the police powers of the City to adopt and enforce ordinances necessary to the health, safety and welfare of the public. Grantee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to that power not in conflict with this Franchise; provided, however, that any subsequently adopted ordinance not materially conflict with this Franchise.

7. Use of Grantee Facilities.

The City shall have the right to install and maintain, on negotiated terms and conditions, upon the poles and within the underground pipes and conduits of Grantee, any wires and fixtures desired by the City to the extent that such installation and maintenance does not interfere with

existing and future operations of Grantee. The City shall indemnify, defend and hold the Grantee harmless from any action arising out of the City's use of such facilities.

8. 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 the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next addressed business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to City: ***City of Fridley***
6431 University Avenue NE
Fridley, Minnesota 55432
Attn: Cable Television Franchise Administrator

If to Grantee: Time Warner Cable
9705 Data Park
Minnetonka, Minnesota 55343
Attn: Division President

With a copy to: Time Warner Cable
9705 Data Park
Minnetonka, Minnesota 55343
Attn: V.P. of Public Affairs

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

9. Franchise Non-Exclusive.

The Franchise granted herein is non-exclusive. The City specifically reserves the right to grant, at any time, additional franchises for a System in accordance with state and federal law. Any subsequent cable television franchise granted to a cable operator for the construction of a System to provide Cable Services shall not, when considered as a whole, be on terms or conditions, more favorable or less burdensome than those contained herein.

10. Compliance with Laws.

This Franchise complies with the Minnesota franchise standards contained in Minnesota Statutes 238. The City and the Grantee shall conform to Minnesota laws promulgated subsequent to the date of this franchise within one year after any such laws become effective. The City and the

Grantee shall conform to federal laws and regulations as they become effective, including 47CFR Parts 11, 21, 63 and 76 regarding emergency alert system requirements.

405A.05. DESIGN PROVISIONS

1. System Design.

Grantee shall operate and maintain the System to a minimum of 750 MHz.

2. Two-Way System.

The City and Grantee will continue to review, during the term of this Franchise, the need for a Two-way System.

3. Interconnection.

The System shall be designed to be interconnected with other Systems. The standard VHF Channel 6 shall be designated for usage as a regional Channel, so long as required by state law. The City may request Grantee to negotiate interconnecting the System with other adjacent System(s) in Minneapolis/St. Paul metropolitan area. Grantee shall use reasonable efforts to negotiate such interconnection and keep the City informed of the progress of any negotiations.

4. Initial Service Area.

A. Residential Units in areas with an average density of at least forty (40) units per Cable Mile or its equivalent, as measured from the nearest point of usable trunk, shall be provided Cable Service upon payment of the standard Installation charges and applicable monthly fees.

B. In areas with an average density of less than forty (40) Residential Units per Cable Mile the requesting party(s) shall bear a pro rata share of the total cost of time and materials for distribution plant up to the tap. Residents who subscribe thereafter shall be charged a pro rata share from the new location of plant in addition to the standard installation rate until the (40) Residential Units per mile is reached.

C. The cost of any Installation exceeding one hundred and twenty-five (125) feet shall be borne by the requesting party in advance.

5. Provision of Service.

After service has been established by activating trunk and distribution cable for any area, Grantee shall provide service to any requesting Subscriber within that area thirty (30) days from the date of request.

6. Technical Standards.

The System shall be designed, constructed and operated so as to meet those technical standards set forth by the FCC.

7. Special Testing.

A. At any time after commencement of Cable Service to Subscribers, the City may require or may retain an independent engineer or other qualified person or entity to perform additional tests, full or partial repeat tests, different test procedures, or tests involving a specific Subscriber's Drop. Such additional tests will be made on the basis of Complaints received or other evidence indicating an unresolved controversy or significant noncompliance, and such tests will be limited to the particular matter in controversy.

B. The City shall endeavor to so arrange its requests for such special tests so as to minimize hardship or inconvenience to Grantee or to the Subscriber.

C. If such special testing establishes that the System meets all required FCC technical standards, the City shall bear the expense for such special testing.

D. If such special testing establishes that the System does not meet all required FCC technical standards, Grantee shall bear the expense for such special testing.

8. Signal Quality.

The System shall produce a picture in black and white or color, depending upon whether color is being cablecast, that is undistorted and free from ghost images, and without degradation of color fidelity. The System shall produce a sound that is undistorted and consistent to the original source on an audio receiver of average quality.

405A.06. SERVICE PROVISIONS

1. Programming.

Grantee shall initially provide programming consisting of the following broad categories of programming:

News
Music
Childrens
Arts

Public Affairs
Religious
Consumer
Weather

2. Programming Decisions.

All programming decisions shall be at the sole discretion of Grantee; provided, however, any change to the mix, quality or level of programming shall require the prior approval of the City. Any such approval by the City shall not be unreasonably withheld.

3. Emergency Alert System.

Grantee shall comply with FCC EAS (Emergency Alert System) requirements.

4. Access Channels.

A. Grantee shall provide to each of its Subscribers who receive some or all of the services offered on the System reception on at least one (1) specially designated, noncommercial public access Channel available for use by Fridley residents and organizations on a first-come, first-served nondiscriminatory basis; at least one (1) specially designated access Channel for use by local educational authorities; and at least one (1) specially designated government access channel; and video-on-demand access for use by the City and other public bodies. The access Channels shall be carried in a manner so that they can be received by a standard cable-ready television with purchase or rental of a converter. The VHF spectrum shall be used for one (1) of these specially designated PEG Channels. No charges may be made for Channel time or playback of prerecorded programming on the specially designated, noncommercial access Channels required herein. The video-on-demand (VOD) access to be provided herein shall be available for a minimum of twenty (20) hours per month and, in addition to City-provided content, may include school programming. The City will be solely responsible for determining programming priority and will be responsible for providing Franchisee with good quality masters in a format determined through mutual agreement, accurately timed, and with accurate bars and tone. A presentation form (stating program information, the City's acceptance of responsibility for content, "kill" dates, if applicable, and other matters) and content delivery method will be determined through mutual agreement.

B. Whenever the specially designated, noncommercial public access channel, the specially designated education access channel, or the specially designated local government access channel required in paragraph A above is in use during eighty percent (80%) of the weekdays, Monday to Friday, for eighty percent (80%) of the time during any consecutive three (3) hour period for six (6) weeks running, and if there is demand for use of an additional channel for the same purpose, Grantee shall have six (6) months in which to provide a new specially designated access channel for the same purpose.

C. The City shall establish rules pertaining to the administration of the specially designated, noncommercial public access channel.

D. In the event Grantee offers Subscribers the option of receiving programs on one or more special service channels without also receiving the regular Subscriber services, Grantee may comply with the requirements of this Section by providing the Subscribers who receive the special service only, at least one (1) specially designated composite access channel composed of the programming on the specially designated, noncommercial public access channel, the specially designated education access channel, and the specially designated government access channel required in this section.

E. In the event Grantee provides only alarm services or only data transmission services for computer-operated functions, Grantee need not provide access Channel reception to alarm or data only service Subscribers.

F. Grantee shall also provide and maintain a cable connection between the Fridley Municipal Center and the headend that will meet the standards defined in Exhibit A.

G. Grantee shall also provide and maintain a cable connection between Fridley High School and the headend that will meet the standards defined in Exhibit A.

H. Grantee shall provide, and thereafter maintain, all necessary headend equipment to permit cable transmission from the City's facilities in (F) and (G) above.

5. Access Equipment and Facilities.

The City shall operate and maintain equipment as may be required to operate the noncommercial public access channel. The City may contract this obligation, in its discretion, to outside parties if, in the City's judgement, doing so would be economically feasible and prudent.

6. Institutional Network.

A. Grantee shall continue to maintain an Institutional Network with the features described by and on the terms and conditions as may be subsequently set forth by the parties. If provision of this Institutional Network can be shown to be more economical, based upon actual expected usage and need, for all of the parties by utilizing existing System resources, including services offered to private commercial users by Grantee, the parties may agree to provide the equivalent services by those means.

B. Grantee will provide coaxial cable or otherwise suitable hookups for data transmissions between the Fridley Municipal Center and both the City Garage and the Commons Park Water Filtration Plant within one (1) year of the City's approval of this franchise.

C. Grantee shall maintain at its expense, the Institutional Network as currently used. The user(s) shall be responsible for any and all user premise equipment. Grantee shall be under no obligation to purchase any additional headend equipment other than specified in the preceding sentence; provided, however, nothing contained herein shall prevent or restrict a user from purchasing, after consultation with Grantee, additional headend

equipment. Grantee shall thereafter maintain any equipment so purchased by a user and Grantee may charge the user for Grantee's actual cost of maintenance. The Institutional Network shall be used solely for the user's internal communications purposes.

D. The user of any Channel(s) on the institutional network shall be responsible for purchasing and maintaining any equipment necessary at the user's site. Grantee shall consult and cooperate with the user in order that compatible equipment will be purchased.

E. The City and Grantee shall develop jointly an allocation of Channels on the institutional network including the terms and conditions for the use of any Channels.

F. Notwithstanding anything to the contrary, Grantee shall be responsible for repairing, replacing and maintaining any equipment damaged by Grantee.

405A.07. CONSTRUCTION PROVISIONS

1. Construction Standards.

A. All construction practices shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970 and any amendments thereto as well as all state and generally applicable local codes.

B. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code as amended.

C. Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state or local codes and regulations.

D. All of Grantee's plant and equipment, including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be (1) installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (2) all such work must be performed by experienced maintenance and construction personnel so as not (a) to endanger or interfere with improvements the City may deem appropriate to make, (b) to interfere in any manner with the rights of any property owner, or (c) to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

E. Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

2. Construction Codes and Permits.

A. Grantee shall obtain all required permits from the City before commencing any work requiring a permit, including the opening or disturbance of any Street, or public property or public easement within the City. Grantee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in the City.

B. The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of this Franchise and to make such tests as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

C. Nothing contained in this Franchise, shall be construed to give Grantee the authority to enter upon or work on private property in areas not encumbered with public easements without the permission of the property owner.

3. Repair of Streets and Property.

Any and all Streets or public property, or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly repaired by Grantee, at its expense to a condition as good as that prevailing prior to Grantee's construction.

4. Use of Existing Poles.

Grantee shall not erect, for any reason, any pole on or along any Street in an existing aerial utility system without the prior written approval of the City. Such approval shall not be unreasonably withheld. Grantee shall exercise commercially reasonable efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.

5. Undergrounding of Cable.

Cable shall be installed underground at Grantee's expense where both the existing telephone and electrical utilities are already underground. Previously installed aerial cable shall be placed underground when both the telephone and electrical utilities convert from aerial to underground construction. Grantee shall place cable underground in newly platted areas in concert with both the telephone and electrical utilities, unless this requirement is waived by the City. In the event that telephone or electric utilities are reimbursed by the City or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as the telephone or electric utilities.

6. Reservation of Street Rights.

A. Nothing in this Franchise shall be construed to prevent the City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing,

relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

B. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, thirty (30) days notice shall be given to Grantee by the City and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the City so that the same shall not interfere with the said public work of the City, as reasonably determined by the City, and such removal or replacement shall be at the expense of Grantee herein; provided, however, if another Person is reimbursed by the City for its costs associated with relocation of facilities, Grantee shall be similarly reimbursed.

D. Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

7. Trimming of Trees.

Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the City so as to prevent the branches of such trees from coming in contact with the System; provided, however, all trimming shall be done under the supervision and direction of the City, if requested by the City, and at the expense of Grantee.

8. Street Vacation or Abandonment.

In the event (a) any Street or portion thereof used by Grantee shall be vacated by the City or (b) the use thereof discontinued by Grantee, during the term of this Franchise, Grantee shall, at Grantee's expense, forthwith remove its facilities therefrom unless specifically permitted by the City to continue the same, and on the removal thereof restore, repair or reconstruct the Street area where such removal has occurred, and place the Street area where such removal has occurred to a condition similar to that existing before such removal took place. In the event of failure, neglect or refusal of Grantee, after thirty (30) days notice by the City to remove the facilities or to repair, restore, reconstruct, improve or maintain such Street portion, the City may do such work or cause it to be done, and the reasonable cost thereof as found and declared by the City shall be paid by Grantee as directed by the City and collection may be made by any available remedy.

9. Movement of Facilities.

In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully to move a large object, vehicle, building or other structure over the Streets of the City, upon two (2) weeks notice by the City to Grantee, Grantee shall move at the expense of the Person requesting the temporary removal such of his facilities as may be required to facilitate such movements. If another Person is reimbursed by the City for its costs associated with relocation of facilities, Grantee shall be similarly reimbursed. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities, results in temporary service disruptions.

405A.08. OPERATION AND MAINTENANCE

1. Open Books and Records.

The City, shall have the right to inspect, upon thirty-six (36) hours prior written notice, at any time during normal business hours all books, records, maps, plans, financial statements, any log of complaints received from the City, performance test results, record of requests for service and other like materials of Grantee which are reasonably necessary to monitor compliance with the terms of this Franchise.

2. Communications with Regulatory Agencies.

Copies of all petitions, applications, communications and reports submitted by Grantee or on behalf of or relating to Grantee to the FCC, Securities and Exchange Commission or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting the System authorized pursuant to this Franchise shall also be submitted to the City upon request. Copies of responses from the regulatory agencies to Grantee shall likewise be furnished to the City upon request.

3. Additional Reports.

Grantee shall prepare and furnish to the City, at the times requested by the City, such additional reports with respect to its operation, affairs, transactions or property, which are, in the judgement of the City, reasonably necessary to monitor the Grantee's compliance with the terms of this Franchise.

4. Maps.

Grantee shall provide the City with a current location map, in a usable electronic format determined by the City, showing the line routes of the System and the location of equipment installed or in place in streets and other public places. To the extent those as-built maps could contain information that is proprietary, or contains trade secrets or other information which could provide to a competitor unfair advantage, those as-built maps will be designated as not-public or private data to the extent that classification is authorized under Minnesota law.

5. Audit.

The City and their agents and representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books and records of Grantee and its equipment when necessary to ascertain the Grantee's compliance with this Franchise. Grantee shall first be given no fewer than three (3) business days notice of the inspection request, the description of and purpose for the inspection and description, to the best of the City's ability, of the books, records, documents and equipment it wants to inspect.

6. Periodic Evaluation and Renegotiation Sessions.

The field of cable communications is a relatively new and rapidly changing one which may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advanced and modern System, the following evaluation provisions will apply:

A. The City reserves the right to adopt rules and regulations controlling the procedures as set forth below and the subjects for Evaluation and Renegotiation Sessions. In the absence of any City action taken to exercise these rights, Grantee shall be subject to at least the procedures and subjects described in this section.

B. The City may require, at its sole discretion, evaluation sessions at any time during the term of this Franchise; provided, however, there shall not be more than one evaluation session during any calendar year. At a minimum, such evaluation sessions shall be conducted by the City within thirty (30) days of the fifth (5th) and tenth (10th) anniversary dates of the acceptance of this Franchise.

C. Topics which may be discussed at any evaluation and session include, but are not limited to, channel capacity, the System performance, programming, access, municipal uses of cable, Subscriber complaints, judicial rulings, FCC rulings and any other topics the City or Grantee deem relevant.

D. During an evaluation session, Grantee shall fully cooperate with the City and shall provide without cost such information and documents as the City may request to perform the evaluation.

E. If at any time during its evaluation, the City determines that reasonable evidence exists of inadequate System performance, the City may require Grantee to perform tests and analysis directed toward such suspected inadequacies at Grantee's expense. Grantee shall fully cooperate with the City in performing such testing and any report prepared by Grantee shall include at least:

- (1) A description of the problem in the System performance which precipitated the special tests.
- (2) The System component tested.
- (3) The equipment used and procedures employed in testing.
- (4) The method, if any, by which such System performance problem was resolved.

- (5) Any other information pertinent to said tests and analysis which may be required by the City, or determined when the test is performed.

If after receiving Grantee's report the City determines that reasonable evidence still exists of inadequate System performance, the City may enlist an independent engineer, to perform tests and analysis directed toward such suspected inadequacies. The expense of such testing shall be subject to those provisions set forth at 405A.05(7) hereof.

F. As a result of an Evaluation and Renegotiation Session, the City or Grantee may determine that a change in the terms of the Franchise may be required, that the System or Franchise requirements should be updated, changed or that additional services should be provided. If the change is consistent with the terms of this Franchise, the needs of the City and existing state-of-the-art (or due to regulatory, technical, financial, marketing, inflation or legal requirements) and implementation of a change would not unreasonably add to the cost of providing Cable Services, Grantee and the City will, in good faith, negotiate the terms of the change and any required amendment to this Franchise. Upon adoption of such a Franchise amendment, if one is required, the change will become effective and Grantee shall accept the same. In the event Grantee fails to negotiate a requested change of the City, the City may enforce the procedures of this section by any available remedy.

405A.09. CONSUMER PROTECTION PROVISIONS

1. Approval of Basic Service Rate Changes.

The initial rates and charges for Basic Service and Pay Television are set forth in Exhibit B. The City reserves the right to regulate rates for Basic Service and such other rates as the City may be authorized to regulate, to the extent provided by federal or state law, through approval or disapproval of a rate revision request after affording Grantee due process. Grantee shall maintain on file with the City at all times a current schedule of all regular rates and charges. Special or promotional rates offered for any period of less than three months shall not need to be filed with the City.

2. Non-Regulated Rates.

Prior to implementing any rate increase for Basic Service not requiring the City approval, Grantee shall give the following notice:

- A. At least thirty (30) days advance written notice to the City; and
 - B. At least thirty (30) days advance written notice to Subscribers of Basic Service.
3. Charges for Disconnection or Downgrading of Service.
- A. Grantee may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (1) A Subscriber requests total disconnection from the System; or
 - (2) A Subscriber requests the downgrade within a thirty (30) day period following any rate increase relative to the service in question.
 - B. If a Subscriber requests disconnection from service prior to the effective date of an increase in rates, the Subscriber shall not be charged the increased rate if Grantee fails to disconnect service prior to the effective date. Any Subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.
4. Subscriber Complaint Practices.
- A. Grantee shall maintain at least one handicapped-accessible site located within ten (10) miles of Fridley which shall be open during all normal business hours for the purpose of allowing subscribers to pay bills and return equipment. Grantee shall have a publicly listed toll-free telephone number available for receiving subscriber complaints and requests on a twenty-four (24) hours-a-day, seven (7) days-a-week basis. By mutual agreement of the City and the Grantee, these terms may be amended in writing without amending this ordinance so long as changes made are in keeping with the need to provide adequate customer service to Grantee's subscribers.
 - B. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the System. A written log available for City inspection shall be maintained for all service interruptions.
5. Customer Service Standards.
- A. The Grantee shall be subject to the following customer service standards:
 - (1) Cable system office hours and telephone availability:

- a) The Grantee will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 - b) Trained Grantee representatives will be available to respond to customer telephone inquiries during Normal Business Hours.
 - c) 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.
 - d) 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 (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis.
 - e) The 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.
 - f) Under Normal Operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
 - g) Customer service center and bill payment locations will be open at least during Normal Business Hours and will be conveniently located.
- (2) Installations, outages and service calls. Under Normal Operating Conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:
- a) 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 125 feet from the existing distribution system.

- b) Excluding conditions beyond the control of the Grantee, the Grantee will begin working on "Service Interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The Grantee must begin actions to correct other service problems the next business day after notification of the service problem.
- c) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The Grantee may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the customer.
- d) The Grantee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
- e) If a Grantee representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

B. Communications between the Grantee and Subscribers.

(1) Notifications to Subscribers.

- a) The 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:
- b) Products and services offered;
- c) Prices and options for programming services and conditions of subscription to programming and other services;
- d) Installation and service maintenance policies;
- e) Instructions on how to use the cable service;
- f) Channel positions of programming carried on the Cable System; and,

- g) Billing and complaint procedures, including the address and telephone number of the City's office.
- h) Subscribers 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 change is within the control of the Grantee. In addition, the Grantee shall notify Subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph B (1)(a) of this section. Notwithstanding anything in this Section to the contrary, the Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or the City on the transaction between the Grantee and the Subscriber.

C. 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, the Grantee must respond to a written complaint from a Subscriber within thirty (30) days.

D. 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 the Grantee if service is terminated.

E. Credits.

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

405A.10. GENERAL FINANCIAL AND INSURANCE PROVISIONS

1. Payment to City.

A. Grantee shall pay to the City an annual amount equal to five percent (5%) of its Gross Revenues. The foregoing payment shall be compensation for use of Streets and other public property.

B. Payments due the City under this provision shall be computed at the end of each quarter year for that quarter year. Payments shall be due and payable for each quarter or a portion of a quarter year within thirty (30) days thereof. Each payment shall be accompanied by a brief report showing the basis for the computation and such other relevant facts as may be required by the City.

C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable under the provisions of this Franchise. All amounts paid shall be subject to audit and recomputation by the City.

D. The Grantee shall provide the City with an annual written statement of the Gross Revenues for the preceding year, certified by an officer of the Grantee. This statement shall be used to determine the exact amount of payments due the City and to correct any overpayments or underpayments by Grantee.

E. In the event any payment is not made on the due date, interest on the amount due shall accrue from such date at the annual rate of one hundred twenty five percent (125%) of the lowest prime commercial lending rate established by any bank in the City at the time the delinquency occurs.

F. For purposes of determining gross revenues under Section 405A.10.1A from any subscriber who has been provided "bundled services," including telephony, internet connection services, cable television services and other services that Grantee may provide, Grantee, subject to applicable state or federal law, shall not discount the cable television portion of gross revenues from these "bundled services" at a higher rate than it uses for any of the other services included in the subscriber's bundle.

G. Equipment Grant. Upon adoption of this Franchise, Grantee shall immediately pay to the City the amount of \$450,000.00 (four hundred fifty thousand dollars) which shall be used by the City solely and exclusively for the purpose of maintenance of equipment, leasing and purchase of equipment for PEG access purposes. "Equipment" shall include projection equipment, monitors, screens and all cable television equipment necessary to produce, edit and broadcast City Council and other public meetings.

H. The City shall segregate the equipment grant into a separate fund. The equipment grant may only be used for those purposes outlined in paragraph (G) above. The City shall take reasonable steps to insure that the City's annual audit will include a review for compliance with the requirements associated with the equipment grant.

I. The Franchisee shall have the right to obtain a copy of the City's annual independent audit of fund accounts to verify that any monies expended under this grant in any given year were for the purposes stated herein. The Franchisee may at any time and its own expense, conduct its own independent audit of City accounts to verify that any funds spent by the City from this grant were spent for the intended purposes as stated herein. Any equipment purchased by the City with equipment grant money remains the exclusive property of the City.

J. In the event that the equipment grant is used for purposes inconsistent with paragraph (G) above, the Franchisee may pursue any and all available remedies.

2. Performance Bond.

A. At the time this Franchise is accepted, Grantee shall deliver to the City a performance bond in the amount of Twenty-Five Thousand (\$25,000.00) dollars as a common security for the faithful performance by it of all the provisions of this Franchise and compliance with all orders, permits and directions the City 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. The bond shall be subject to the approval of the City and shall contain the following endorsement:

"It is hereby understood and agreed that this bond may not be cancelled without sixty (60) days prior written notice to the City by registered mail, return receipt requested, of a written notice of intent to cancel or not to renew."

B. Provision shall be made to permit the City to withdraw funds from the performance bond. Grantee shall not use the performance bond for other purposes and shall not assign, pledge or otherwise use this performance bond as security for any purpose. The City reserves the right, in its sole discretion, to reduce the required amount of the performance bond.

C. Within thirty (30) days after notice to it that any amount has been withdrawn by the City from the performance bond pursuant to (A) of this section, Grantee restores the performance bond to the required amount.

D. If Grantee fails to pay to the City any taxes due and unpaid; or, fails to repay to the City, any damages, costs or expenses which the City shall be compelled to pay by reason of any act or default of the Grantee in connection with this Franchise; or fails, after thirty (30) days notice of such failure by the City to comply with any provision of the Franchise which the City reasonably determines can be remedied by an expenditure

of the performance bond, the City may then seek to withdraw such funds from the performance bond.

3. Penalties from Performance Bond.

In addition to any other remedies provided herein, penalties for violations of this Franchise are set forth below. As a result of any acts or omissions by Grantee pursuant to the Franchise, the City may charge to and collect from the performance bond the following penalties:

A. For failure to provide data, documents, reports or information or to cooperate or participate with the City during a renewal process or the System review, the penalty shall be Three Hundred Dollars (\$300.00) per day.

B. For failure to comply with any provision of this Franchise, for which a penalty is not otherwise specifically provided, the penalty shall be One Hundred Dollars (\$100.00) per day.

C. For failure to test, analyze and report on the performance of the System following a request by the City the penalty shall be Two Hundred Dollars (\$200.00) per day.

D. For failure of Grantee to comply with the construction, operation or maintenance standards, the penalty shall be Two Hundred Dollars (\$200.00) per day.

E. For failure to comply with all conditions of the City permits to disturb streets, repair streets, or other terms or conditions of the City, the penalty shall be Two Hundred Dollars (\$200.00) per day.

4. Procedure for Imposition of Penalties.

A. Whenever the City finds that Grantee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to correct the violation before the City may resort to the performance bond. Grantee may, within ten (10) business days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the City shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

- (1) The City shall hear Grantee's dispute at a regularly or specially scheduled Council meeting. Grantee shall have the right to subpoena and cross-examine witnesses. The City shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.

- (2) If after hearing the dispute the claim is upheld by the City, Grantee shall have thirty (30) days from such a determination to remedy the violation or failure, before the City may require payment of all penalties due.

B. The time for Grantee to correct any alleged violation shall be extended by the City if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Grantee commences the corrective action within the fifteen (15) day period and thereafter uses reasonable diligence, as determined by the City, to correct the violation.

C. The performance bond deposited pursuant to this Section shall become the property of the City in the event that the Franchise is cancelled by reason of the default of Grantee or revoked for cause. Grantee, however, shall be entitled to the return of such performance bond, or portion thereof, as remains on file with the City at the expiration of the term of the Franchise.

D. 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 such performance bond shall affect any other right the City may have.

E. The City shall stay or waive the imposition of any penalties set forth above upon a finding that any failure or delay is a result of an act of God or due to circumstances beyond the reasonable control of Grantee.

5. Damages and Defense.

A. Grantee shall indemnify, defend and hold harmless the City for all damages and penalties, at all times during the term of this Franchise, as a result of Grantee's exercise of this Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of this Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Franchise; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claims or loss arising from the City's negligence or willful misconduct.

B. In order for the City to assert its rights to be indemnified, defended, and held harmless, the City must:

- (1) Promptly notify Grantee of any claim or legal proceeding which gives rise to such right;

- (2) Afford Grantee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding; unless, however, the City, in its sole discretion, determines that its interests can not be represented in good faith by Grantee; and
- (3) Fully cooperate with the reasonable requests of Grantee, at Grantee's expense, in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph (2) above.
- (4) In the event the City, in its sole discretion, determines that its interests cannot be represented in good faith by Grantee, Grantee shall pay all expenses incurred by the City in defending itself with regard to all damages and penalties mentioned in paragraph A above. These expenses shall include all out of pocket expenses, such as attorney's fees and costs.

6. Liability Insurance.

A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of Minnesota with a rating by Best of not less than A-, insuring Grantee and the City with regard to all damages mentioned in paragraph A of Section 405A.10.06 hereof, in the minimum amounts of:

- (1) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
- (2) Two Million Dollars (\$2,000,000.00) for claims resulting from any one occurrence;
- (3) Two Million Dollars (\$2,000,000.00) for all other types of liability.

B. At the time of acceptance, Grantee shall furnish to the City a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the City be notified thirty (30) days prior to any expiration or cancellation.

C. All insurance policies maintained pursuant to this Section 405A.10 shall contain the following or similar endorsement:

“It is hereby understood and agreed that this insurance policy may not be canceled by the surety, nor may the intention not to renew be stated by the surety until thirty (30) days after receipt by the City of Fridley, Minnesota, by registered mail, of a written notice of such intention to cancel or renew.”

7. City's Right to Revoke.

In addition to all other rights which the City has pursuant to law or equity, the City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto, in the event that:

- A. Grantee substantially violates any material provision of this Franchise; or
- B. Grantee attempts to evade any of the material provisions of the Franchise; or
- C. Grantee practices any fraud or deceit upon the City or Subscriber; or
- D. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt; or
- E. Grantee materially misrepresents a fact in the application for or negotiation of, or renegotiation of, or renewal of, the Franchise.

8. Revocation Procedures.

In the event that the City determines that Grantee has violated any provision of the Franchise, the City may make a written demand on Grantee that it remedy such violation and that continued violation may be cause for revocation. If the violation, breach, failure, refusal, or neglect is not remedied to the satisfaction of the City within thirty (30) days following such demand, the City shall determine whether or not such violation, breach, failure, refusal or neglect by Grantee is due to acts of God or other causes which result from circumstances beyond Grantee's control.

- A. A public hearing shall be held and Grantee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Grantee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the notice. Said notice shall affirmatively recite the causes that need to be shown by the City to support a revocation.
- B. If notice is given and, at Grantee's option, after a full public proceeding is held, the City determines there is a violation, breach, failure, refusal, or neglect by Grantee, the City shall direct Grantee to correct or remedy the same within such additional time, in such manner and upon such terms and conditions as City may direct.
- C. If after a public hearing it is determined that Grantee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified City in writing within thirty (30) days of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.

D. If, after notice is given and, at Grantee's option, a full public proceeding is held, the City determines there was a violation, breach, failure, refusal or neglect, then the City may declare, by resolution, the Franchise revoked and cancelled and of no further force and effect unless there is compliance within such period as City may fix, such period not to be less than thirty (30) days, provided no opportunity for compliance need be granted for fraud, misrepresentation, or violation of privacy rights.

E. The issue of revocation shall automatically be placed upon the City Council agenda at the expiration of the time set by it for compliance. The City then may terminate Franchise forthwith upon finding that Grantee has failed to achieve compliance or may further extend the period, in its discretion.

F. If the City, after notice is given and, at Grantee's option, a full public proceeding is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to Franchise or any other remedy, legal or equitable.

405A.11. FORECLOSURE, RECEIVERSHIP AND ABANDONMENT

1. Foreclosure.

Upon the foreclosure or other judicial sale of the System, Grantee shall promptly notify the City of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place, and the provisions of this Franchise governing the consent to transfer or change in ownership shall apply without regard to how such transfer or change in ownership occurred.

2. Receivership.

The City shall have the right to cancel this Franchise subject to any applicable provisions of Minnesota law, including the Bankruptcy Act, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless:

A. Within one hundred twenty (120) days after his election or appointment, such receiver or trustee shall have fully complied with all the provisions of this Franchise and remedied all defaults thereunder; and

B. Such receiver or trustee, within said one hundred twenty (120) days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

3. Abandonment.

Grantee may not abandon any portion of the System thereof without having first given three (3) months written notice to the City. Grantee may not abandon any portion of the System without compensating the City for damages resulting from the abandonment.

405A.12. REMOVAL, TRANSFER AND PURCHASE

1. Removal After Revocation or Expiration.

A. At the expiration of the term (and denial of any renewal) for which the Franchise is granted, or upon its revocation, as provided for, the City shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the System from all Streets and public property within the City. In so removing the System, Grantee shall refill the compact at its own expense, any excavation that shall be made and shall leave all streets, public property and private property in as good a condition as that prevailing prior to Grantee's removal of the System, and without affecting, altering or disturbing in any way electric, telephone or utility, cables, wires or attachments. The City, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The performance bond, insurance, indemnity and penalty provision of the Franchise shall remain in full force and effect during the entire term of removal.

B. If Grantee has failed to commence removal of the System, or such part thereof as was designated within thirty (30) days after written notice of the City's demand for removal is given, or if Grantee has failed to complete such removal within one (1) year after written notice of the City's demand for removal is given, the City shall have the right to exercise one of the following options:

- (1) Declare all right, title and interest to the System to be in the City or its delegate 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; or
- (2) Declare the System abandoned and cause the System, or such part thereof as the City shall designate, to be removed at no cost to the City. The cost of said removal shall be recoverable from the performance bond, indemnity and penalty section provided for in the Franchise, or from Grantee directly.

2. Sale or Transfer of Franchise.

A. This Franchise shall not be sold, assigned or transferred, in whole or in part, or leased or sublet in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person without full compliance with the procedure set forth in this Section.

B. The provisions of this Section shall only apply to the sale or transfer of all or a majority of Grantee's assets, merger (including any parent and its subsidiary corporation), consolidation, or sale or transfer of stock in Grantee so as to create a new controlling interest. The term "controlling interest" as used herein is not limited to majority stock ownership, but includes actual working control in whatever manner exercised.

- (1) The parties to the sale or transfer shall make a written request to the City for its approval of a sale or transfer.
- (2) The City shall then make a determination pursuant to this Franchise as to the exercise of its first right of refusal to purchase the System.
- (3) The City shall reply in writing within thirty (30) days of the request and shall indicate approval of the request or its determination that a public hearing is necessary due to potential adverse effect on Grantee's Subscribers.
- (4) If a public hearing is deemed necessary pursuant to paragraph (3) above, such hearing shall be commenced within thirty (30) days of such determination and notice of any such hearing shall be given fourteen (14) days prior to the hearing by publishing notice thereof. The notice shall contain the date, time and place of the hearing and shall briefly state the substance of the action to be considered by the City.
- (5) Within thirty (30) days after the closing of the public hearing, the City shall approve or deny in writing the sale or transfer request.
- (6) Within thirty (30) days of any transfer Grantee shall file with the City a copy of the deed, agreement, mortgage, lease or other written instrument evidencing such sale, transfer of ownership or control or lease, certified and sworn to as correct by the Grantee.

C. In reviewing a request for sale or transfer pursuant to paragraph (A) above, the City may inquire into the legal, technical and financial qualifications of the prospective controlling party, including the adequacy of the support for local programming and Grantee shall assist the City in so inquiring. The City may condition said transfer upon such terms and conditions as it deems reasonably appropriate; provided, however, the City shall not unreasonably withhold its approval. In no event shall a transfer of the Franchise be approved without the transferee becoming a signatory to this Franchise.

D. Notwithstanding anything to the contrary, no consent of the City shall be required for the transfer or assignment of the Franchise to any Person controlling, controlled by or under the same common control as Grantee.

3. City's Right to Purchase System.

The City shall be entitled to a right of first refusal of any bona fide offer to purchase the System made to Grantee. Bona fide offer as used in this Section means a written offer which has been accepted by Grantee subject to the City's rights under this Franchise. The price to be paid by the City shall be the bona fide offer including the same terms and conditions as the bona fide offer. The City shall notify Grantee of its decision to purchase within sixty (60) days of the City's receipt from Grantee of a copy of written bona fide offer.

4. Purchase by City Upon Expiration or Revocation.

A. At the expiration of this Franchise and denial of renewal in accordance with the provisions of federal law, the City may, in lawful manner and upon the payment of fair market value, determined on the basis of the System valued as a going concern exclusive of any value attributable to the Franchise itself, lawfully obtain, purchase, condemn, acquire, take over and hold the System.

B. Upon the revocation of this Franchise, the City may in lawful manner and upon the payment of an equitable price lawfully obtain, purchase, condemn, acquire, take over and hold the System.

405A.13. RIGHTS OF INDIVIDUALS PROTECTED

1. Discriminatory Practices Prohibited.

Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, programmers or general citizens on the basis of race, color, religion, national origin, sex or age. Grantee shall comply at all times with all applicable federal and state laws, relating to non-discrimination.

2. Subscriber Privacy.

A. No signal of a cable communications Channel may be transmitted from a Subscriber terminal for purposes of monitoring individual viewing patterns or practices without the express written permission of the Subscriber. The request for such permission shall be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in full knowledge of its provisions. Such written permission shall be for a limited period of time not to exceed one (1) year which shall be renewed at the option of the Subscriber. No penalty shall be invoked for a Subscriber's failure to provide or renew such authorization. The authorization shall be revocable at any time by the Subscriber without penalty of any kind whatsoever. Such permission shall be required for each type or classification of Class IV cable communications activity planned for the purpose of monitoring individual viewing patterns or practices.

B. No information or data obtained by monitoring transmission of a Signal from a Subscriber terminal, or any other means, including, but not limited to, lists of the names and addresses of such Subscribers or any lists that identify the viewing habits of Subscribers shall be sold or otherwise made available to any party other than to Grantee and its employees for internal business use, and also to the Subscriber subject of that information, unless Grantee has received specific written authorization from the Subscriber to make such data available.

C. Written permission from the Subscriber shall not be required for the conducting of the System-wide or individually addressed electronic sweeps for the purpose of verifying the System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth in paragraph (B) of this Section.

405A.14. MISCELLANEOUS PROVISIONS

1. Compliance with Laws.

Grantee and the City shall conform to all state laws and rules regarding cable television not later than one (1) year after they become effective unless otherwise stated. Grantee and the City shall conform to all federal laws and regulations regarding cable television as they become effective, unless otherwise stated. Grantee shall also conform with all generally applicable City ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between City ordinances, resolutions, rules or regulations and the specific provisions of this Franchise, the specific provisions of this Franchise shall govern.

2. Franchise Renewal.

This Franchise may be renewed in accordance with applicable state and federal law.

3. Continuity of Service Mandatory.

Upon expiration or the termination of this Franchise, the City may require Grantee to continue to operate the System for an extended period of time not to exceed six (6) months. Grantee shall, as trustee for its successor in interest, continue to operate the System under the terms and conditions of this Franchise. In the event Grantee does not so operate the System, the City may take such steps as it, in its sole discretion, deems necessary to assure continued service to Subscribers.

4. Work Performed by Others.

A. Grantee shall give notify the City in writing of the names and addresses of any other entity or person, other than Grantee, which performs services pursuant to this Franchise, provided, however, that all provisions of this Franchise shall remain the responsibility of Grantee, and Grantee shall be responsible for and hold the City harmless for any claims and liability arising out of work performed by persons other than Grantee.

B. All provisions of this Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of this Franchise.

5. Compliance with Federal, State and Local Laws.

A. If any federal or state law or regulation shall require or permit Grantee to perform any service or act or shall prohibit 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, Grantee shall notify the City of the point of conflict believed to exist between such law or regulation.

B. 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 to be complied with. In the event that 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. Nonenforcement by City.

Grantee shall not be relieved of its obligation to comply with any of the provisions of this Franchise by reason of any failure of the City or to enforce prompt compliance.

7. Administration of Franchise.

A. The City shall have continuing regulatory jurisdiction and supervision over the System and the Grantee's operation under the Franchise. The City may issue such reasonable rules and regulations concerning the construction, operation and maintenance of the System as are consistent with the provisions of the Franchise.

B. Grantee shall construct, operate and maintain the System subject to the supervision of all the authorities of the City who have jurisdiction in such matters and in strict compliance with all laws, ordinances, departmental rules and regulations affecting the System.

8. Cable Television Advisory Commission.

The City may provide for an ongoing cable television advisory commission. The specific nature and composition of the commission shall be determined by the City.

9. Miscellaneous Violations.

A. From and after the acceptance of the Franchise, it shall be unlawful, for any person to establish, operate or to carry on the business of distributing to any persons in the City any television signals or radio signals by means of a System using public right-of-ways unless a Franchise therefore has first been obtained pursuant to the provisions of an ordinance, and unless such Franchise is in full force and effect.

B. From and after the acceptance of the Franchise, it shall be unlawful for any person to construct, install or maintain within any Street in the City, or within any other Public Property of the City, or within any privately owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, or the City's official map or the City's major thoroughfare plan, any equipment or facilities for distributing any television signals or radio signals through a System, unless a franchise authorizing such use of such street or property or areas has first been obtained.

10. Emergency Use.

In the case of any emergency or disaster, Grantee shall, upon request of the City, make available its System and related facilities to the City for emergency use during the emergency or disaster period to the extent such use is technically feasible and not otherwise in conflict with concurrent emergency use as otherwise provided herein.

11. Construction.

This Franchise shall be construed and enforced in accordance with the substantive laws of the State of Minnesota and without reference to its principals of conflicts of law.

12. Captions.

The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning of interpretation of this Franchise.

13. Calculation of Time.

Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

14. Reservation of Rights.

Both the City and the Grantee expressly reserve any and all rights that either may now have or subsequently be granted under applicable state and federal law. Nothing contained herein shall

be construed as a waiver, release or surrender of any right either party may now have or be granted in the future.

15. Amendments.

This Franchise may be amended only by the mutual consent of the City and Grantee. Any amendment must be in writing and executed by the City and Grantee.

16. Force Majeure.

Notwithstanding any other provisions of this Ordinance, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Ordinance due to strike, unavailability of materials, or equipment, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, customer tampering or interference, act of public enemy, accident, fire, flood, or other events, to the extent that such causes or other events are beyond the control of the Grantee.

405A.15. EFFECTIVE DATE; PUBLICATION; AND TIME OF ACCEPTANCE

1. Publication; Effective Date.

This Franchise Ordinance shall be signed by the Mayor or acting Mayor and attested by the City Clerk. The Franchise shall be published in accordance with the requirements of the City and shall take effect upon acceptance by Grantee as provided under the terms of the City Charter and this Ordinance.

2. Time of Acceptance and Exhibits.

A. Grantee shall have thirty (30) days from the date of adoption of this Franchise Ordinance to accept this Franchise in form and substance acceptable to the City. Such acceptance by Grantee shall be deemed the grant of this Franchise for all purposes. In the event acceptance does not take place within thirty (30) days or such other time as the City might allow, this Franchise shall be null and void.

B. Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein and subject to any applicable state or federal law. Grantee shall provide all services and offerings specifically set forth herein to provide Cable Services within the City.

C. With its acceptance, Grantee also shall deliver to the City a certified resolution of Grantee evidencing its power and authority to accept the Franchise. Such documents shall also describe the officers authorized to accept on behalf of Grantee.

D. With its acceptance, Grantee shall also deliver any security deposit, insurance certificates performance bonds and access capital grants required herein.

Exhibit A

Subpart K-Technical Standards 47CFR (76.601 to 76.617)

§ 76.601 Performance tests.

- (a) The operator of each cable television system shall be responsible for insuring that each such system is designed, installed, and operated in a manner that fully complies with the provisions of this subpart.

- (b) The operator of each cable television system shall conduct complete performance tests of that system at least twice each calendar year (at intervals not to exceed seven months), unless otherwise noted below. The performance tests shall be directed at determining the extent to which the system complies with all the technical standards set forth in §76.605(a) and shall be as follows:
 - (1) For cable television systems with 1000 or more subscribers but with 12,500 or fewer subscribers, proof-of-performance tests conducted pursuant to this section shall include measurements taken at six (6) widely separated points. However, within each cable system, one additional test point shall be added for every additional 12,500 subscribers or fraction thereof (e.g., 7 test points if 12,501 to 25,000 subscribers; 8 test points if 25,001 to 37,500 subscribers, *etc.*). In addition, for technically integrated portions of cable systems that are not mechanically continuous (*i.e.*, employing microwave connections), at least one test point will be required for each portion of the cable system served by a technically integrated microwave hub. The proof-of-performance test points chosen shall be balanced to represent all geographic areas served by the cable system. At least one third of the test points shall be representative of subscriber terminals most distant from the system input and from each microwave receiver (if microwave transmissions are employed), in terms of cable length. The measurements may be taken at convenient monitoring points in the cable network: Provided, that data shall be included to relate the measured performance of the system as would be viewed from a nearby subscriber terminal. An identification of the instruments, including the makes, model numbers, and the most recent date of calibration, a description of the procedures utilized, and a statement of the qualifications of the person performing the tests shall also be included.
 - (2) Proof-of-performance tests to determine the extent to which a cable television system complies with the standards set forth in §76.605(a) (3), (4), and (5) shall be made on each of the NTSC or similar video channels of that system. Unless otherwise as noted, proof-of-performance tests for all other standards in §76.605(a) shall be made on a minimum of four (4) channels plus one additional channel for every 100 MHz, or fraction thereof, of cable distribution system upper frequency limit (e.g., 5 channels for cable television systems with a cable distribution system upper frequency limit of 101 to 216 MHz; 6 channels for cable television systems with a cable distribution system upper frequency limit of 217–300 MHz; 7 channels for cable television systems with a cable distribution upper frequency limit to 300 to 400 MHz, *etc.*). The channels selected for testing must be representative of all the channels within the cable television system.
 - (3) The operator of each cable television system shall conduct semi-annual proof-of performance tests of that system, to determine the extent to which the system complies with the technical standards set forth in §76.605(a)(4) as follows. The visual signal level on each channel shall be measured and recorded, along with the date and time of the measurement, once every six hours (at intervals of not less than five hours or no more than seven hours after the previous measurement), to include the warmest and the coldest times, during a 24-hour period in January or February and in July or August.

- (4) The operator of each cable television system shall conduct triennial proof-of performance tests of its system to determine the extent to which the system complies with the technical standards set forth in §76.605(a)(11).
- (c) Successful completion of the performance tests required by paragraph (b) of this section does not relieve the system of the obligation to comply with all pertinent technical standards at all subscriber terminals. Additional tests, repeat tests, or tests involving specified subscriber terminals may be required by the Commission or the local franchiser to secure compliance with the technical standards.
- (d) The provisions of paragraphs (b) and (c) of this section shall not apply to any cable television system having fewer than 1,000 subscribers: *Provided, however*, that any cable television system using any frequency spectrum other than that allocated to over-the-air television and FM broadcasting (as described in §§73.603 and 73.210 of this chapter) is required to conduct all tests, measurements and monitoring of signal leakage that are required by this subpart. A cable television system operator complying with the monitoring, logging and the leakage repair requirements of §76.614, shall be considered to have met the requirements of this paragraph. However, the leakage log shall be retained for five years rather than the two years prescribed in §76.1706.

Note 1 to §76.601: Prior to requiring any additional testing pursuant to §76.601(c), the local franchising authority shall notify the cable operator who will be allowed thirty days to come into compliance with any perceived signal quality problems which need to be corrected. The Commission may request cable operators to test their systems at any time.

Note 2 to §76.601: Section 76.1717 contains recordkeeping requirements for each system operator in order to show compliance with the technical rules of this subpart.

Note 3 to §76.601: Section 76.1704 contains recordkeeping requirements for proof of performance tests.

[65 FR 53615, Sept. 5, 2000]

§ 76.602 Incorporation by reference.

- (a) The materials listed in this section are incorporated by reference in this part. These incorporations by reference were approved by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on the date of the approval, and notice of any change in these materials will be published in the Federal Register. The materials are available for purchase at the corresponding addresses as noted, and all are available for inspection at the Federal Communications Commission, 445 12th. St., SW., Reference Information Center, Room CYA257, Washington, DC 20554 and at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to:
http://www.archives.gov/federal_register/code_of_federal_regulations/ibr_locations.html.
- (b) The following materials are available for purchase from at least one of the following addresses: Global Engineering Documents, 15 Inverness Way East, Englewood, CO 80112 or at <http://global.ihs.com>; or American National Standards Institute, 25 West 43rd Street, 4th Floor, New York, NY 10036 or at <http://webstore.ansi.org/ansidocstore/default.asp>; or Society of Cable Telecommunications Engineers at <http://www.scte.org/standards/index.cfm>; or Advanced Television Systems Committee, 1750 K Street, NW., Suite 1200, Washington, DC 20006 or at <http://www.atsc.org/standards>.

- (1) ANSI/SCTE 26 2001 (formerly DVS 194): "Home Digital Network Interface Specification with Copy Protection," 2001, IBR approved for §76.640.
- (2) (2) SCTE 28 2003 (formerly DVS 295): "Host-POD Interface Standard," 2003, IBR approved for §76.640.
- (3) SCTE 41 2003 (formerly DVS 301): "POD Copy Protection System," 2003, IBR approved for §76.640.
- (4) ANSI/SCTE 54 2003 (formerly DVS 241), "Digital Video Service Multiplex and Transport System Standard for Cable Television," 2003, IBR approved for §76.640.
- (5) ANSI/SCTE 65 2002 (formerly DVS 234), "Service Information Delivered Out-of- Band for Digital Cable Television," 2002, IBR approved for §76.640.
- (6) CEA-931-A, "Remote Control Command Pass-through Standard for Home Networking," 2003, IBR approved for §76.640.
- (7) SCTE 40 2003 (formerly DVS 313), "Digital Cable Network Interface Standard," 2003, IBR approved for §76.640.
- (8) ATSC A/65B: "ATSC Standard: Program and System Information Protocol for Terrestrial Broadcast and Cable (Revision B)," March 18, 2003, IBR approved for §76.640.
- (9) CEA-542-B: "CEA Standard: Cable Television Channel Identification Plan," July 2003, IBR approved for §76.605.

[68 FR 66734, Nov. 28, 2003, as amended at 69 FR 18803, Apr. 9, 2004; 69 FR 57861, Sept. 28, 2004]

§ 76.605 Technical standards.

- (a) The following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:
 - (1) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and (ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in CEA-542-B: "Standard: Cable Television Channel Identification Plan," (Incorporated by reference, see §76.602).
 - (2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.
 - (3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

- (4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:
- (i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
 - (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301–400 MHz; 12 dB for a system at 401–500 MHz, *etc.*); and
 - (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.
- (5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and re-modulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.
- (6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries. The amplitude characteristic shall be measured at the subscriber terminal.
- (7) The ratio of RF visual signal level to system noise shall not be less than 43 decibels. For class I cable television channels, the requirements of this section are applicable only to:
- (i) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;
 - (ii) Each signal which is first picked up within its predicted Grade B contour;
 - (iii) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.
- (8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:
- (i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and
 - (ii) The ratio of visual signal level to coherent disturbances which are frequency coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.
- (9) The terminal isolation provided to each subscriber terminal:
- (i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

- (ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
- (10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single un-modulated carrier may be used to demonstrate compliance with this parameter at each test location.
- (11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:
- (i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.
 - (ii) The differential gain for the color sub-carrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.
 - (iii) The differential phase for the color sub-carrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.
- (12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in §76.609(h) and shall be limited as follows:

Frequencies	Signal leakage	
	Limit Distance in (micro-volt/meters)	Distant in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 MHz up to and including 216MHz	20	3

- (b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, non-coaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to §76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in §76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in §76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§76.605(a)(3), 76.605(a)(7), 6.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the TV interface device rules under part 15 of this chapter.

Note 4: Should subscriber complaints arise from a system failing to meet §76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet §76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on §76.605(a)(10) containing the full number of channels as indicated in §76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in §76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000; 69 FR 2849, Jan. 21, 2004; 69 FR 57861, Sept. 28, 2004]

§ 76.606 Closed captioning.

- (a) As of June 30, 1992, the operator of each cable television system shall not take any action to remove or alter closed captioning data contained on line 21 of the vertical blanking interval.
- (b) As of July 1, 1993, the operator of each cable television system shall deliver intact closed captioning data contained on line 21 of the vertical blanking interval, as it arrives at the headend or from another origination source, to subscriber terminals and (when so delivered to the cable system) in a format that can be recovered and displayed by decoders meeting §15.119 of this chapter.

[57 FR 11003, Apr. 1, 1992]

§ 76.609 Measurements.

- (a) Measurements made to demonstrate conformity with the performance requirements set forth in §§76.601 and 76.605 shall be made under conditions which reflect system performance during normal operations, including the effect of any microwave relay operated in the Cable Television Relay (CARS) Service intervening between pickup antenna and the cable distribution network. Amplifiers shall be operated at normal gains, either by the insertion of appropriate signals or by manual adjustment. Special signals inserted in a cable television channel for measurement purposes should be operated at levels approximating those used for normal operation. Pilot tones, auxiliary or substitute signals, and non-television signals normally carried on the cable television system should be operated at normal levels to the extent possible. Some exemplary, but not mandatory, measurement procedures are set forth in this section.
- (b) When it may be necessary to remove the television signal normally carried on a cable television channel in order to facilitate a performance measurement, it will be permissible to disconnect the antenna which serves the channel under measurement and to substitute therefore a matching resistance termination. Other antennas and inputs should remain connected and normal signal levels should be maintained on other channels.

- (c) As may be necessary to ensure satisfactory service to a subscriber, the Commission may require additional tests to demonstrate system performance or may specify the use of different test procedures.
- (d) The frequency response of a cable television channel may be determined by one of the following methods, as appropriate:
 - (1) By using a swept frequency or a manually variable signal generator at the sending end and a calibrated attenuator and frequency-selective voltmeter at the subscriber terminal; or
 - (2) By using either a multi-burst generator or vertical interval test signals and either a modulator or processor at the sending end, and by using either a demodulator and either an oscilloscope display or a waveform monitor display at the subscriber terminal.
- (e) System noise may be measured using a frequency-selective voltmeter (field strength meter) which has been suitably calibrated to indicate rms noise or average power level and which has a known bandwidth. With the system operating at normal level and with a properly matched resistive termination substituted for the antenna, noise power indications at the subscriber terminal are taken in successive increments of frequency equal to the bandwidth of the frequency-selective voltmeter, summing the power indications to obtain the total noise power present over a 4 MHz band centered within the cable television channel. If it is established that the noise level is constant within this bandwidth, a single measurement may be taken which is corrected by an appropriate factor representing the ratio of 4 MHz to the noise bandwidth of the frequency-selective voltmeter. If an amplifier is inserted between the frequency-selective voltmeter and the subscriber terminal in order to facilitate this measurement, it should have a bandwidth of at least 4 MHz and appropriate corrections must be made to account for its gain and noise figure. Alternatively, measurements made in accordance with the NCTA Recommended Practices for Measurements on Cable Television Systems, 2nd edition, November 1989, on noise measurement may be employed.
- (f) The amplitude of discrete frequency interfering signals within a cable television channel may be determined with either a spectrum analyzer or with a frequency-selective voltmeter (field strength meter), which instruments have been calibrated for adequate accuracy. If calibration accuracy is in doubt, measurements may be referenced to a calibrated signal generator, or a calibrated variable attenuator, substituted at the point of measurement. If an amplifier is used between the subscriber terminal and the measuring instrument, appropriate corrections must be made to account for its gain.
- (g) The terminal isolation between any two terminals in the cable television system may be measured by applying a signal of known amplitude to one terminal and measuring the amplitude of that signal at the other terminal. The frequency of the signal should be close to the mid-frequency of the channel being tested. Measurements of terminal isolation are not required when either:
 - (1) The manufacturer's specifications for subscriber tap isolation based on a representative sample of no less than 500 subscribers taps or
 - (2) Laboratory tests performed by or for the operator of a cable television system on a representative sample of no less than 50 subscriber taps, indicates that the terminal isolation standard of §76.605(a)(9) is met. To demonstrate compliance with §76.605(a)(9), the operator of a cable television system shall attach either such manufacturer's specifications or laboratory measurements as an exhibit to each proof-of-performance record.

- (h) Measurements to determine the field strength of the signal leakage emanated by the cable television system shall be made in accordance with standard engineering procedures. Measurements made on frequencies above 25 MHz shall include the following:
- (1) A field strength meter of adequate accuracy using a horizontal dipole antenna shall be employed.
 - (2) Field strength shall be expressed in terms of the rms value of synchronizing peak for each cable television channel for which signal leakage can be measured.
 - (3) The resonant half wave dipole antenna shall be placed 3 meters from and positioned directly below the system components and at 3 meters above ground. Where such placement results in a separation of less than 3 meters between the center of the dipole antenna and the system components, or less than 3 meters between the dipole and ground level, the dipole shall be repositioned to provide a separation of 3 meters from the system components at a height of 3 meters or more above ground.
 - (4) The horizontal dipole antenna shall be rotated about a vertical axis and the maximum meter reading shall be used.
 - (5) Measurements shall be made where other conductors are 3 or more meters (10 or more feet) away from the measuring antenna.
- (i) For systems using cable traps and filters to control the delivery of specific channels to the subscriber terminal, measurements made to determine compliance with §76.605(a) (5) and (6) may be performed at the location immediately prior to the trap or filter for the specific channel. The effects of these traps or filters, as certified by the system engineer or the equipment manufacturer, must be attached to each proof-of-performance record.
- (j) Measurements made to determine the differential gain, differential phase and the chrominance-luminance delay inequality (chroma delay) shall be made in accordance with the NCTA Recommended Practices for Measurements on Cable Television Systems, 2nd edition, November 1989, on these parameters.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 41 FR 10067, Mar. 9, 1976; 42 FR 21782, Apr. 29, 1977; 49 FR 45441, Nov. 16, 1984; 57 FR 11004, Apr. 1, 1992; 57 FR 61011, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993]

§ 76.610 Operation in the frequency bands 108–137 and 225–400 MHz—scope of application.

The provisions of §§76.605(a)(12), 76.611, 76.612, 76.613, 76.614, 76.616, 76.617, 76.1803 and 76.1804 are applicable to all MVPDs (cable and non-cable) transmitting carriers or other signal components carried at an average power level equal to or greater than 10- 4 watts across a 25 kHz bandwidth in any 160 microsecond period, at any point in the cable distribution system in the frequency bands 108–137 and 225–400 MHz for any purpose. Exception: Non-cable MVPDs serving less than 1000 subscribers and less than 1000 units do not have to comply with §76.1803.

69 FR 57862, Sept. 28, 2004]

§ 76.611 Cable television basic signal leakage performance criteria.

- (a) No cable television system shall commence or provide service in the frequency bands 108-137 and 225–400 MHz unless such systems is in compliance with one of the following cable television basic signal leakage performance criteria:

(1) prior to carriage of signals in the aeronautical radio bands and at least once each calendar year, with no more than 12 months between successive tests thereafter, based on a sampling of at least 75% of the cable strand, and including any portion of the cable system which are known to have or can reasonably be expected to have less leakage integrity than the average of the system, the cable operator demonstrates compliance with a cumulative signal leakage index by showing either that

(i) $10_{\log} I_{3000}$ is equal to or less than -7 or

(ii) $10_{\log} I_{00}$ is equal to or less than 64, using one of the following formula:

where:

$$I_{3000} = \frac{1}{0} \sum_{F1}^n \frac{E_i^2}{R_i^1}, I_{\infty} = \frac{1}{0} \sum_{F1}^n \frac{2}{i}$$

r_i is the distance (in meters) between the leakage source and the center of the cable television system;

T is the fraction of the system cable length actually examined for leakage sources and is equal to the strand kilometers (strand miles) of plant tested divided by the total strand kilometers (strand miles) in the plant;

R_i is the slant height distance (in meters) from leakage source i to a point 3000 meters above the center of the cable television system;

E_i is the electric field strength in microvolts per meter (iV/m) measured pursuant to §76.609(h) 3 meters from the leak i ; and n is the number of leaks found of field strength equal to or greater than 50 iV/m pursuant to Section 76.609(h).

The sum is carried over all leaks i detected in the cable examined; or

(2) prior to carriage of signals in the aeronautical radio bands and at least once each calendar year, with no more than 12 months between successive tests thereafter, the cable operator demonstrates by measurement in the airspace that at no point does the field strength generated by the cable system exceed 10 microvolts per meter (iV/m) RMS at an altitude of 450 meters above the average terrain of the cable system. The measurement system (including the receiving antenna) shall be calibrated against a known field of 10 iV/m RMS produced by a well characterized antenna consisting of orthogonal resonant dipoles, both parallel to and one quarter wavelength above the ground plane of a diameter of two meters or more at ground level. The dipoles shall have centers collocated and be excited 90 degrees apart. The half-power bandwidth of the detector shall be 25 kHz. If an aeronautical receiver is used for this purpose it shall meet the standards of the Radio Technical Commission for Aeronautics (RCTA) for aeronautical communications receivers. The aircraft antenna shall be horizontally polarized. Calibration shall be made in the community unit or, if more than one, in any of the community units of the physical system within a reasonable time period to performing the measurements. If data is recorded digitally the 90th percentile level of points recorded over the cable system shall not exceed 10 iV/m RMS; if analog recordings is used the peak values of the curves, when smoothed according to good engineering practices, shall not exceed 10 iV/m RMS.

(b) In paragraphs (a)(1) and (a)(2) of this section the un-modulated test signal used on the cable plant shall:

(1) Be within the VHF aeronautical band 108–137 MHz or any other frequency in which the results can be correlated to the VHF aeronautical band and

(2) have an average power level equal to the average power level of the strongest cable television carrier on the system.

- (c) In paragraph (a)(1) and (2) of this section, if a modulated test signal is used, the test signal and detector technique must, when considered together, yield the same result as though an un-modulated test signal were used in conjunction with a detection technique which would yield the RMS value of said un-modulated carrier.
- (d) If a sampling of at least 75% of the cable strand (and including any portions of the cable system which are known to have or can reasonably be expected to have less leakage integrity than the average of the system) as described in paragraph (a)(1) cannot be obtained by the cable operator or is otherwise not reasonably feasible, the cable operator shall perform the airspace measurements described in paragraph (a)(2).
- (e) Prior to providing service to any subscriber on a new section of cable plant, the operator shall show compliance with either: (1) The basic signal leakage criteria in accordance with paragraph (a)(1) or (a)(2) of this section for the entire plant in operation or (2) a showing shall be made indicating that no individual leak in the new section of the plant exceeds 20 $\mu\text{V}/\text{m}$ at 3 meters in accordance with §76.609 of the Rules.
- (f) Notwithstanding paragraph (a) of this section, a cable operator shall be permitted to operate on any frequency which is offset pursuant to §76.612 in the frequency band 108–137 MHz for the purpose of demonstrating compliance with the cable television basic signal leakage performance criteria.

[50 FR 29399, July 19, 1985, as amended at 53 FR 2499, Jan. 28, 1988; 53 FR 5684, Feb. 25, 1988; 58 FR 44952, Aug. 25, 1993]

§ 76.612 Cable television frequency separation standards.

All cable television systems which operate in the frequency bands 108–137 and 225–400 MHz shall comply with the following frequency separation standards:

- (a) In the aeronautical radio-communication bands 118–137, 225–328.6 and 335.4–400 MHz, the frequency of all carrier signals or signal components carried at an average power level equal to or greater than 10- 4 watts in a 25 kHz bandwidth in any 160 microsecond period must operate at frequencies offset from certain frequencies which may be used by aeronautical radio services operated by Commission licensees or by the United States Government or its Agencies. The aeronautical frequencies from which offsets must be maintained are those frequencies which are within one of the aeronautical bands defined in this subparagraph, and when expressed in MHz and divided by 0.025 yield an integer. The offset must meet one of the following two criteria:
 - (1) All such cable carriers or signal components shall be offset by 12.5 kHz with a frequency tolerance of ± 5 kHz; or
 - (2) The fundamental frequency from which the visual carrier frequencies are derived by multiplication by an integer number which shall be 6.0003 MHz with a tolerance of ± 1 Hz (Harmonically Related Carrier (HRC) comb generators only).
- (b) In the aeronautical radio-navigation bands 108–118 and 328.6–335.4 MHz, the frequency of all carrier signals or signal components carrier at an average power level equal to or greater than 10- 4 watts in a 25 kHz bandwidth in any 160 microsecond period shall be offset by 25 kHz with a tolerance of ± 5 kHz. The aeronautical radio-navigation frequencies from which offsets must be maintained are defined as follows: (1) Within the aeronautical band 108–118 MHz when expressed in MHz and divided by 0.025 yield an even integer.

- (1) Within the band 328.6–335.4 MHz, the radio-navigation glide path channels are listed in Section 87.501 of the Rules.

Note: The HRC system, as described above, will meet this requirement in the 328.6–335.4 MHz navigation glide path band. Those Incrementally Related Carriers (IRC) systems, with comb generator reference frequencies set at certain odd multiples equal to or greater than 3 times the 0.0125 MHz aeronautical communications band offset, e.g. $(6n + 1.250 \pm 0.0375)$ MHz, may also meet the 25 kHz offset requirement in the navigation glide path band.

[50 FR 29400, July 19, 1985]

§ 76.613 Interference from a multi-channel video programming distributor (MVPD).

- (a) Harmful interference is any emission, radiation or induction which endangers the functioning of a radio navigation service or of other safety services or seriously degrades, obstructs or repeatedly interrupts a radio communication service operating in accordance with this chapter.
- (b) An MVPD that causes harmful interference shall promptly take appropriate measures to eliminate the harmful interference.
- (c) If harmful interference to radio communications involving the safety of life and protection of property cannot be promptly eliminated by the application of suitable techniques, operation of the offending MVPD or appropriate elements thereof shall immediately be suspended upon notification by the District Director and/or Resident Agent of the Commission's local field office, and shall not be resumed until the interference has been eliminated to the satisfaction of the District Director and/or Resident Agent. When authorized by the District Director and/or Resident Agent, short test operations may be made during the period of suspended operation to check the efficacy of remedial measures.
- (d) The MVPD may be required by the District Director and/or Resident Agent to prepare and submit a report regarding the cause(s) of the interference, corrective measures planned or taken, and the efficacy of the remedial measures.

[42 FR 41296, Aug. 16, 1977, as amended at 62 FR 61031, Nov. 14, 1997]

§ 76.614 Cable television system regular monitoring.

Cable television operators transmitting carriers in the frequency bands 108–137 and 225–400 MHz shall provide for a program of regular monitoring for signal leakage by substantially covering the plant every three months. The incorporation of this monitoring program into the daily activities of existing service personnel in the discharge of their normal duties will generally cover all portions of the system and will therefore meet this requirement. Monitoring equipment and procedures utilized by a cable operator shall be adequate to detect a leakage source which produces a field strength in these bands of 20 μ V/m or greater at a distance of 3 meters. During regular monitoring, any leakage source which produces a field strength of 20 μ V/m or greater at a distance of 3 meters in the aeronautical radio frequency bands shall be noted and such leakage sources shall be repaired within a reasonable period of time.

Note 1 to §76.614: Section 76.1706 contains signal leakage recordkeeping requirements applicable to cable operators.

[65 FR 53616, Sept. 5, 2000]

§ 76.616 Operation near certain aeronautical and marine emergency radio frequencies.

- (a) The transmission of carriers or other signal components capable of delivering peak power levels equal to or greater than 10- 5 watts at any point in a cable television system is

prohibited within 100 kHz of the frequency 121.5 MHz, and is prohibited within 50 kHz of the two frequencies 156.8 MHz and 243.0 MHz.

- (b) At any point on a cable system from 405.925 MHz to 406.176 MHz analog transmissions are prohibited from delivering peak power levels equal to or greater than 10- 5 watts. The transmission of digital signals in this range is limited to power levels measured using a rootmean-square detector of less than 10- 5 watts in any 30 kHz bandwidth over any 2.5 millisecond interval.

[69 FR 57862, Sept. 28, 2004]

§ 76.617 Responsibility for interference.

Interference resulting from the use of cable system terminal equipment (including subscriber terminal, input selector switch and any other accessories) shall be the responsibility of the cable system terminal equipment operator in accordance with the provisions of part 15 of this chapter: provided, however, that the operator of a cable system to which the cable system terminal equipment is connected shall be responsible for detecting and eliminating any signal leakage where that leakage would cause interference outside the subscriber's premises and/or would cause the cable system to exceed the Part 76 signal leakage requirements. In cases where excessive signal leakage occurs, the cable operator shall be required only to discontinue service to the subscriber until the problem is corrected.

[53 FR 46619, Nov. 18, 1989]

§ Sec. 76.1704 Proof-of-performance test data.

- (a) The proof of performance tests required by § 76.601 shall be maintained on file at the operator's local business office for at least five years. The test data shall be made available for inspection by the Commission or the local franchiser, upon request.
- (b) The provisions of paragraph (a) of this section shall not apply to any cable television system having fewer than 1,000 subscribers, subject to the requirements of § 76.601(d).

Note to § 76.1704: If a signal leakage log is being used to meet proof of performance test record keeping requirements in accordance with § 76.601, such a log must be retained for the period specified in § 76.601(d).

§ Sec. 76.1705 Performance tests (channels delivered).

The operator of each cable television system shall maintain at its local office a current listing of the cable television channels which that system delivers to its subscribers.

§ Sec. 76.1706 Signal leakage logs and repair records.

Cable operators shall maintain a log showing the date and location of each leakage source identified pursuant to § 76.614, the date on which the leakage was repaired, and the probable cause of the leakage. The log shall be kept on file for a period of two years and shall be made available to authorized representatives of the Commission upon request.

Note to § 76.1705: If a signal leakage log is being used to meet proof of performance test recordkeeping requirements in accordance with § 76.601, such a log must be retained for the period specified in § 76.601(d).

§ Sec. 76.1803 Signal leakage Monitoring

MVPDs subject to § 76.611 must submit the results of ground based measurements derived in accordance with § 76.611(a)(1) or airspace measurements derived in accordance with § 76.611(a)(2), including a description of the method by which compliance with basic signal

leakage criteria is achieved and the method of calibrating the measurement equipment. This information shall be provided to the Commission each calendar year via FCC Form 320.

§ Sec. 76.1804 Aeronautical frequencies: leakage Monitoring (CLI)

An MVPD shall notify the Commission before transmitting any carrier or other signal component with an average power level across a 25 kHz bandwidth in any 160 microsecond time period equal to or greater than 10⁻⁴ watts at any point in the cable distribution system on any new frequency or frequencies in the aeronautical radio frequency bands (108 - 137 and 225 – 400 MHz). The notification shall be made on FCC Form 321. Such notification shall include:

- (a) Legal name and local address of the MVPD;
- (b) The names and FCC identifiers (e.g., CA0001) of the system communities affected, for a cable system, and the name and FCC identifier (e.g., CAB901), for other MVPDs;
- (c) The names and telephone numbers of local system officials who are responsible for compliance with §§ 76.610 through 76.616 and § 76.1803;
- (d) Carrier frequency, tolerance, and type of modulation of all carriers in the aeronautical bands at any location in the cable distribution system and the maximum of those average powers measured over a 25 kHz bandwidth as described above in this rule section;
- (e) The geographical coordinates (in NAD83) of a point near the center of the system, together with the distance (in kilometers) from the designated point to the most remote point of the plant, existing or planned, that defines a circle enclosing the entire plant;
- (f) Certification that the monitoring procedure used is in compliance with § 76.614 or description of the routine monitoring procedure to be used; and
- (g) For MVPDs subject to § 76.611, the cumulative signal leakage index derived under § 76.611(a)(1) or the results of airspace measurements derived under § 76.611(a)(2), including a description of the method by which compliance with the basic signal leakage criteria is achieved and the method of calibrating the measurement equipment.
- (h) Aeronautical Frequency Notifications, FCC Form 321, shall be personally signed either electronically or manually by the operator; by one of the partners, if the operator is a partnership; by an officer, if the operator is a corporation; by a member who is an officer, if the operator is an unincorporated association; or by any duly authorized employee of the operator.
- (i) Aeronautical Frequency Notifications, FCC Form 321, may be signed by the operator's attorney in case of the operator's physical disability or of his absence from the United States. The attorney shall in that event separately set forth the reasons why the FCC Form 321 was not signed by the operator. In addition, if any matter is stated on the basis of the attorney's belief only (rather than the attorney's knowledge), the attorney shall separately set forth the reasons for believing that such statements are true.
- (j) The FCC Registration Number (FRN).

§ Sec. 76.614 Cable television system regular monitoring.

Cable television operators transmitting carriers in the frequency bands 108-137 and 225-400 MHz shall provide for a program of regular monitoring for signal leakage by substantially covering the plant every three months. The incorporation of this monitoring program into the daily activities of existing service personnel in the discharge of their normal duties will generally cover all portions of the system and will therefore meet this requirement. Monitoring equipment and procedures utilized by a cable operator shall be adequate to detect a leakage source which produces a field strength in these bands of 20 uV/m or greater at a distance of 3 meters. During regular monitoring, any leakage source which produces a field strength of 20 uV/m or greater at a distance of 3 meters in the aeronautical radio frequency bands shall be noted and such leakage sources shall be repaired within a reasonable period of time.

Note 1 to § 76.614: Section 76.1706 contains signal leakage recordkeeping requirements applicable to cable operators.

[65 FR 53616, Sept. 5, 2000]

LOCAL OFFICIALS		
Municipality	Official	Address/Phone
Minneapolis FCC CUID #MN0180	Cable Officer 350 S. 5th St	Cable Office City Hall, Rm. 123 Minneapolis, MN 55415 (612) 673-3000
Eden Prairie FCC CUID #MN0196	Communications Coordinator (952) 949-8434	City Hall 8080 Mitchell Road Eden Prairie, MN 55344
Minnetonka FCC CUID #MN0200	Mr. Jeff Dulac (952) 939-8200	City Hall 14600 Minnetonka Blvd. Minnetonka, MN 55345
Richfield FCC CUID #MN0199	Mr. Steve Devich (612) 861-9700	City Hall 6700 Portland Avenue Richfield, MN 55423
Edina FCC CUID #MN0197	City of Edina (952) 826-0403	City Hall 4801 W. 50th Street Edina, MN 55424
Hopkins FCC CUID #MN0198	Mr. Jim Genellie (952) 935-8474	City Hall 1010 First Street Hopkins, MN 55343
Bloomington FCC CUID #MN 0065	Ms. Diann Kirby (952) 563-8818	City Hall 2215 W. Old Shakopee Road Bloomington, MN 55431
Fridley FCC CUID #MN 0077	Cable Administrator (612) 572-3501	City Hall 6431 University Ave. N.E. Fridley, MN 55432
St. Louis Park FCC CUID #MN 0092	Reg Dunlop (952) 940-2660	City Hall 5005 Minnetonka Blvd. St. Louis Park, MN 55416

Time Warner Cable—Minneapolis, Southwest Suburbs, Bloomington, Fridley, St. Louis Park Monthly Service

		<i>Per Month</i>
Mpls.:	Basic Cable	\$12.47
	Standard Package (can't be purchased w/o Basic) ..	32.18
	Total Basic/Standard	44.65
	*Access Fees43
SW Suburbs:	Basic Cable	\$10.35
	Standard Package (can't be purchased w/o Basic) ..	34.30
	Total Basic/Standard	44.65
	*Access Fees35
Bloomington:	Basic Cable	\$11.82
	Standard Package (can't be purchased w/o Basic) ..	32.83
	Total Basic/Standard	44.65
	*Access Fees55
Fridley:	Basic Cable	\$11.25
	Standard Package (can't be purchased w/o Basic) ..	32.55
	Total Basic/Standard	43.80
	*Access Fees	1.42
St. Louis Park:	Basic Cable	\$10.28
	Standard Package (can't be purchased w/o Basic) ..	34.37
	Total Basic/Standard	44.65
	*Access Fees76

Digital Cable—Services/Packages/Premiums (All Areas)

	<i>Per Month</i>
(converter required)	
Digital Variety Pack (in addition to Basic & Standard Packages)	\$8.00
Movie Pack	3.95
Sports Pack	4.95
HDTV Variety Pack	6.95

International Language Channels:

Any 1 International Language Channel	14.95
TV Asia & Zee TV	24.95

Premium Channels:

HBO, Cinemax, The Movie Channel, Showtime, STARZ

Premium Services cannot be purchased without a converter.
All Premium Services are Multi-Plexed.

Any 1 Premium Service	\$ 10.95
Any 2 Premium Services	14.95
Any 3 Premium Services	19.95
Any 4 Premium Services	24.95
5 Premium Services	25.95
Playboy TV	14.95

*Access Fee—This portion of your bill funds city-required public, educational, and government access programming. It is itemized so that you are aware of the portion of your payment that goes toward these services.

Digital Cable Packages

	<i>Per Month</i>
Package prices do not include equipment fees.	
Digital Cable	\$ 49.95
Digital Cable and 2 Premiums	69.95
Combo with Road Runner	109.90
Digital Cable and 4 Premiums	74.95
Combo with Road Runner	114.90
Digital Cable and 5 Premiums	79.95
Combo with Road Runner	119.90

Additional Options

Movies On Demand / Pay Per View	
Hit Releases	\$ 3.95/movie
Adult Pay Per View	10.95/movie
Adult Movies On Demand	10.95/movie
Premiums On Demand —flat fee for 1 or all services.	
You may subscribe only to the On Demand services that complement your Premium Channel subscription	
	\$ 6.95
International Language Channels	
(Saigon Broadcasting Network, TV Asia, Zee TV)	
1 Channel	\$14.95
TV Asia & Zee TV (with DIGIPIC 1000 or higher)	24.95
Digital Video Recorder (DVR)	
DVR Service (per TV)	9.95
DVR Service (per TV) with Digital Cable or higher	6.95
Multi Room DVR	12.95
Multi Room DVR with Digital Cable or higher	9.95

Connections and Equipment Rates

Equipment	
Converter Box	\$7.95
Remote Control	0.30
Navigator	3.00
Installation/Connection	
Installation (unwired home)	\$43.82
Installation (pre-wired home)	28.95
Additional Outlet (at time of install)	18.81
Additional Outlet (requiring separate trip)	30.43
Change Level of Service	2.00
Trip Charge—Requiring tech visit to add converter, VCR, DVR, remote control or premium service	25.94

Other Charges

FCC User Fee**	
December 2004 - September 2005	\$ 0.06/mo.
Hourly Service Charge	37.50
Channel Guide	2.95/mo.
Cable Card	1.75/mo.
Late Fee	5.00
Returned Check Fee	30.00

**As permitted under Federal Regulation, Time Warner will implement a pass-through of the FCC Annual Regulatory Fee on a monthly basis per customer. Please review the above charges as they relate to your Time Warner Cable service area. Charges for services received do vary from service area to service area and are subject to change. These service charges were formulated using federal rate guidelines that have a direct relationship to the number of channels offered and the number of customers within your service area. Additional equipment may be necessary to receive Premium Packages/Services. Monthly Premium Package prices are in addition to the monthly Basic/Standard/Digital Package prices. Some restrictions may apply. Prices subject to 6.5% state sales tax and 5% city franchise fees.

Time Warner High Speed Internet Services

	<i>Per Month</i>
High Speed Internet Providers	
Road Runner	\$44.95
Road Runner Premium with Video Service	69.95
Road Runner Premium	84.95
EarthLink	44.95
EarthLink Premium	72.95
Inter.net	54.95
Home Networking	9.95

Installation Charges

	<i>Price</i>
High Speed Internet Installation (one computer)	\$ 0.00
Home Networking, Wired or Wireless	29.95
Upgrade Single PC (after initial installation)	35.00
Wireless Installation	35.00
Change ISP	24.75

Digital Phone

	<i>Per Month</i>
Digital Phone	\$39.95
(with high speed internet and/or Standard or Digital Cable Pkg.)	
Digital Phone (with Basic Cable)	44.95
Digital Phone Service Only	49.95