

**CABLE TELEVISION FRANCHISE
ORDINANCE 2018-04-26**

Township of New London, Minnesota

and

Mid-State Telephone Company (d/b/a TDS Telecom)

April 26, 2018

TABLE OF CONTENTS

	PAGE
SECTION 1. SHORT TITLE	1
SECTION 2. DEFINITIONS	1
SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.....	2
SECTION 4. FRANCHISE TERM.....	3
SECTION 5. FRANCHISE RENEWAL	3
SECTION 6. SALE OR TRANSFER.....	3
SECTION 7. RATES AND INSTALLATION CHARGES	3
SECTION 8. RATE CHANGE PROCEDURE.....	4
SECTION 9. INDEMNIFICATION AND LIABILITY INSURANCE.....	4
SECTION 10. TOWNSHIP NOT LIABLE FOR DAMAGE WHILE MAINTAINING RIGHT OF WAY	4
SECTION 11. FRANCHISEE'S CREDENTIALS.....	4
SECTION 12. FRANCHISE AREA.....	5
SECTION 13. CHANNEL CAPACITY	5
SECTION 14. CONSTRUCTION SCHEDULE.....	5
SECTION 15. EASEMENTS AND CONSTRUCTION AUTHORIZATIONS	6
SECTION 16. COMPLIANCE WITH APPLICABLE CODES.....	7
SECTION 17. RELOCATION OF PLANT	7
SECTION 18. TECHNICAL STANDARDS.....	8
SECTION 19. SPECIAL TESTING	8
SECTION 20. SUBSCRIBER PRIVACY.....	8
SECTION 21. SUBSCRIBER COMPLAINTS.....	9
SECTION 22. REPAIRS AND COMPLAINTS	9

SECTION 23. TERMINATION..... 9

SECTION 24. ABANDONMENT 10

SECTION 25. REMOVAL OF CABLE EQUIPMENT UPON TERMINATING OR FORFEITURE..... 10

SECTION 26. TOWNSHIP’S RIGHT TO PURCHASE SYSTEM 11

SECTION 27. ACCESS CHANNELS..... 11

SECTION 28. COSTS 11

SECTION 29. BONDS..... 11

SECTION 30. UNAUTHORIZED CABLE TAPPING..... 11

SECTION 31. AMENDMENTS 11

SECTION 32. SEPARABILITY..... 11

SECTION 33. WRITTEN NOTICE 12

ORDINANCE NO. 2018-04-26

AN ORDINANCE GRANTING A FRANCHISE TO MID-STATE TELEPHONE COMPANY D/B/A TDS TELECOM TO CONSTRUCT, ERECT, OWN, OPERATE AND MAINTAIN A CABLE SYSTEM IN THE TOWNSHIP OF NEW LONDON, MINNESOTA; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF A FRANCHISE.

The Township Board of the Township of New London, Minnesota ordains.

WHEREAS, Mid-State Telephone Company, D/B/A TDS Telecom, has petitioned for the nonexclusive right to construct, own and operate a Cable System in the Township of New London, Minnesota.

NOW, THEREFORE, the Township of New London, Minnesota hereby grants to Mid-State Telephone Company, D/B/A TDS Telecom, the rights under this cable franchise television ordinance.

SECTION 1. SHORT TITLE

This Franchise shall be known and may be cited as the “TDS Cable Franchise Ordinance.”

SECTION 2. DEFINITIONS

1. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in 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 word “shall” is always mandatory and not merely directory.
 - a. “Basic Service” means any service tier which includes the lawful retransmission of local television broadcast signals.
 - b. “Cable Act” means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. §§ 521-611 (1982 & Supp. V 1987)) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and the Telecommunications Act of 1996, Pub. L. No. 104-458 and as the same may, from time to time, be amended.
 - c. “Cable Service” means:
 - i. The one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, or (iii) any other lawful communication service, and
 - ii. Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- d. “Cable System” or “System” means a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community.
- e. “Class IV Cable Channel” means a signaling path provided by a Cable System to transmit signals of any type from a Subscriber terminal to another point in the Cable System.
- f. “FCC” means the Federal Communications Commission of the United States.
- g. “Franchise” means this cable franchise ordinance including a renewal of this ordinance, which authorizes the ownership, construction and operation and maintenance of a Cable System.
- h. “Franchisee” means Mid-State Telephone Company D/B/A TDS Telecom its affiliates or successor in accordance with the provisions of this Franchise.
- i. “Franchise Area” means the entire geographic area within the Township as it is now constituted or may in the future be constituted.
- j. “Person” means any person, firm, partnership, association, corporation, limited liability entity or organization of any kind and any other legally recognized entity.
- k. “Standard Installation” means any residential or commercial installation which can be completed using a drop of one twenty-five (125) feet or less.
- l. “Street” means the space above and below each of the following which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within Township limits: street, road, highway, public easement, freeway, waterway, lane, alley, path, court, sidewalk, parkway or drive or any easement, right-of-way or similar public property.
- m. “Subscriber” means those Persons lawfully contracting to receive Cable Services furnished under this Franchise by Franchisee.
- n. “Township” means New London Township, Minnesota.
- o. “Township Board” means the Township Board of New London, Minnesota.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS

1. This Franchise is non-exclusive and shall at all times be in compliance with Minnesota Statutes Chapter 238.
2. It shall be unlawful for any Person to construct, operate or maintain a Cable System in the Township unless such Person shall have first obtained and shall currently hold a valid

cable franchise. All cable franchises granted by the Township shall contain terms and conditions no more favorable or less burdensome than those contained herein in accordance with the provisions of Minnesota Statutes Section 238.08 subd. 1(b).

3. The Franchisee and the Township shall conform to all state and federal laws and rules regarding cable communications not later than one (1) year after they become effective unless otherwise stated and to all federal laws and regulations regarding cable communications, as they become effective.
4. The Franchisee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable Franchisee to exercise its rights and perform its obligations under this Franchise and ensure uninterrupted Cable Service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with the provisions of this Franchise, the rules of the FCC, federal or state law.
5. The Township Board shall be responsible for administering the Franchise.

SECTION 4. FRANCHISE TERM

The term of this Franchise shall be for a period of fifteen (15) years from the date of acceptance by Franchisee, unless renewed, revoked or terminated sooner as herein provided.

SECTION 5. FRANCHISE RENEWAL

The term of any renewed Franchise shall be limited to a period not to exceed fifteen (15) years. This Franchise may only be renewed by the written agreement of the Franchisee and the Township in accordance with applicable laws.

SECTION 6. SALE OR TRANSFER

The Franchisee shall not sell or otherwise transfer its rights so as to allow a new controlling interest under this Franchise without the prior written consent of the Township which consent shall not be unreasonably withheld, delayed or conditioned. Any such sale, transfer or assignment shall be subject to, and completed pursuant to Minnesota Statutes Section 238.083, as may be amended. The Township hereby consents to the assignment by the Franchisee of its rights under this Franchise to any Person controlling, controlled by or under common control with Franchisee.

SECTION 7. RATES AND INSTALLATION CHARGES

1. A copy of the current rates and charges assessed by Franchisee shall be provided to the Township upon request.
2. The Franchisee may, in its sole discretion, establish a modified billing rate for seasonal Subscribers in accordance with applicable state and federal laws.

3. Nothing herein shall limit the right of Franchisee to impose upon its Subscribers state or local sales taxes, other legally permissible fees, or specific copyright fees for special programming events.

SECTION 8. RATE CHANGE PROCEDURE

1. To the extent required by federal and state law, the Franchisee shall notify its Subscribers and/or publish any proposed changes in rates or charges at least thirty (30) days in advance of the effective date for such changes.
2. The terms of any Subscriber contracts which may be utilized by Franchisee shall be made available to Township upon written request.

SECTION 9. INDEMNIFICATION AND LIABILITY INSURANCE

1. Except as otherwise provided herein, Franchisee shall indemnify, defend and hold harmless the Township and all its officers, employees, agents, and representatives in accordance with the indemnification obligations set forth in Section 7 of Ordinance No. 2007-3. Franchisee shall not be required to indemnify the Township for claims arising from intentional acts, omissions, negligence or violation of law on the part of the Township or its officials, boards, commissions, agents, or employees.
2. During the term of this Franchise, Franchisee shall maintain liability insurance in the amount of not less than the maximum tort liability limits for a municipality as set forth in Minn. Stat. 466.04, as amended from time to time. The Township shall be named as an additional insured on such liability insurance policy, and Franchisee shall provide the Township with a certificate of such insurance meeting the requirements of this Section 9 at least annually. In order for Township to be indemnified, defended and held harmless, Township must promptly notify Franchisee of any claim or legal proceeding subject to indemnification and defense, fully cooperate in Franchisee's defense of such claim or proceeding, and afford Franchisee the opportunity to participate in any compromise, settlement, or other disposition of any such claim or proceeding.

SECTION 10. TOWNSHIP NOT LIABLE FOR DAMAGE WHILE MAINTAINING RIGHT OF WAY

Except in the case of intentional acts, omissions, negligence or violation of law on the part of the Township or its officials, boards, commissions, agents, or employees, the Township shall not be liable for damage to Franchisee's facilities located in the Streets when such damage occurs during the normal course of maintenance of the rights-of-way by the Township.

SECTION 11. FRANCHISEE'S CREDENTIALS

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

SECTION 12. FRANCHISE AREA

1. The Township and Franchisee acknowledge and agree that applicable federal law and FCC regulations may preempt portions of Minnesota Statutes Chapter 238, particularly regarding certain buildout obligations. The Township and Franchisee therefore agree that enforcement of any buildout requirements contained in this Franchise is subject to applicable state and federal law and neither party waives any rights under such laws.
2. Franchisee is currently authorized by the Minnesota Public Utilities Commission to provide local exchange telephone service in the Township. Minnesota Statutes Section 238.08 Subd. 1(c) allows the Township to grant an additional cable franchise to a telephone company such as the Franchisee, where the “Franchise Area” is no less than the area within the Township in which the Franchisee offers local exchange telephone service.
3. The parties acknowledge that Franchisee is not the first entrant into the wireline video market in the Township. The Franchisee acknowledges that the Township desires wireline competition so that residents may receive the benefits of competitive wireline Cable Services. The Franchisee is hereby authorized during the term of this Franchise to provide Cable Services over its System within the Franchise Area, including any areas annexed by the Township, subject to Section 14.4.

SECTION 13. CHANNEL CAPACITY

The Franchisee shall construct and/or maintain a Cable System capable of transmitting a minimum of seventy-five (75) channels of cable programming. Nothing in this section shall prevent the Franchisee from upgrading the Cable System when the need arises, taking into consideration the costs associated with any such upgrade. The Franchisee may provide any lawful services over the Cable System without additional approval from the Township, unless specifically required by state or federal law.

SECTION 14. CONSTRUCTION SCHEDULE

1. The Township and Franchisee acknowledge that the Franchisee will be utilizing its existing telephone system to deliver Cable Services in the Franchise Area. Since the Franchisee’s System is already constructed and in place, the Township and Franchisee agree that Franchisee has already complied with certain requirements of Minnesota Statutes 238.084 Subd. 1(m) including:
 - a. Construction of the System shall commence no later than two hundred forty (240) days after the Effective Date of this Franchise; and
 - b. Construction of the System shall proceed at a reasonable rate of not less than fifty (50) plant miles constructed per year during the term of this Franchise.
2. Subject to federal law and to the line extension requirements of Section 14.3, Franchisee shall endeavor to substantially complete any necessary additional upgrades or

construction of its System and provide Cable Service in the Franchise Area within five (5) years from the Effective Date of this Franchise, subject to the construction requirements in Section 14.3 below.

3. The Franchisee shall make Cable Service available to homes located in the Franchise Area, within two hundred fifty (250) feet of the Franchisee's IPTV-equipped distribution cable. For non-Standard Installations, the Franchisee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and within one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. Installation costs shall conform to the Cable Act. Any dwelling unit within one hundred and fifty feet (150') aerial of the Subscriber Network shall be entitled to a Standard Installation rate in accordance with federal and state laws. Underground installs are considered non-Standard Installations. All non-Standard Installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.
4. Upon the annexation of any additional land area by the Township, the annexed area shall become part of the Franchise Area. Upon the annexation of any additional land area by the Township, the annexed area shall be subject to all the terms of this Franchise upon sixty (60) Days of written notification by the Township to Franchisee so long as the annexed area is within the authorized telephone service area for Franchisee as prescribed by the Minnesota Public Utilities Commission in Franchisee's annual eligible telecommunications carrier certification. Such notice from the Township to Franchisee shall include a list of addresses if available to the Township. In the event another cable operator is already serving the annexed area, Franchisee shall have the option but not the obligation to extend its Cable System to the newly annexed area.

SECTION 15. EASEMENTS AND CONSTRUCTION AUTHORIZATIONS

1. The Township hereby grants unto the Franchisee an easement under, over and across its Streets. Franchisee shall be permitted to install its facilities within the Township's Streets, provided that Franchisee shall comply with all existing and future Township rights-of-way ordinances. Franchisee's duty to provide Cable Service to any Subscriber or Subscribers is conditioned upon the receipt of Franchisee of necessary easements from private parties without unreasonable cost or effort to Franchisee. Franchisee shall have the right, but not the obligation, to utilize its Cable System to provide any other communications services as may be permitted in accordance with applicable laws. This Franchise shall govern only the provision of Cable Services over the Cable System.
2. To the extent required by local law, the Franchisee shall obtain a permit from the proper municipal authority before commencing construction of any Cable System, including the opening or disturbance of any road, Street, sidewalk, driveway, or public place.
3. In accordance with Ordinance No. 2007-3, Franchisee shall not open-cut any Township road without prior written permission from the Township and shall abide by any conditions the Township places upon such permission, if granted.

SECTION 16. COMPLIANCE WITH APPLICABLE CODES

1. All wires, conduits, cable and other property and facilities of the Franchisee shall be located, constructed, installed, and maintained in compliance with applicable codes. The Franchisee shall keep and maintain all of its property so as not to unnecessarily interfere with the usual and customary trade, traffic, or travel upon the Streets and public places of the Franchise Area or endanger the lives or property of any Person. Franchisee shall comply with Ordinance No. 2007-3 governing the use of public ground in the Township and specifically restoration of the rights-of-way in the Township. The Township acknowledges that Franchisee is a utility and has been granted a certificate of authority by the Minnesota Public Utilities Commission and that as a utility Franchisee is subject to Section 2-2-2 of Ordinance No. 2007-3. Township agrees to enforce the Ordinance No. 2007-3 against all right-of-way users in a reasonable and non-discriminatory manner.
2. Franchisee shall employ ordinary and reasonable care in the operation and maintenance of the System, and shall maintain the Cable System in good condition, order and repair, and shall use accepted methods in accordance with industry standards to prevent damage, injury, or nuisance to the public. Franchisee shall install and maintain its Cable System in substantial compliance with the requirements of the National Electric Safety Code (NESC) and general law.
3. Franchisee and Township shall at all times comply with applicable federal, state and local laws.

SECTION 17. RELOCATION OF PLANT

1. The following procedure shall be used by the Franchisee and Township for the relocation or removal of the Franchisee's wires, conduits, cables and other property located in a Street whenever the Township undertakes public improvements within the Street which affect the Franchisee's property.
2. The Township shall give forty-five (45) days written notice to the Franchisee of the actions it wishes the Franchisee to take with respect to the relocation or removal of the Franchisee's equipment and shall allow a reasonable period of time thereafter to complete such request, provided that Franchisee diligently pursues such relocation. Such written notice will be sent certified mail, return receipt requested. The Franchisee shall, at its sole expense, protect, support, temporarily disconnect, relocate, or remove its property when required by the Township for the purpose of undertaking any public improvements.
3. In accordance with Section 3 of Ordinance No. 2007-3, Franchisee shall, at Franchisee's sole expense, relocate Franchisee's facilities located within the Street at Township's request if such facilities interfere with the use or maintenance of the Street by the Township, by Kandiyohi County, or the public, or if such facilities pose a safety hazard to the public. Township agrees to enforce compliance with Section 3 of Ordinance No. 2007-3 against all right-of-way users in a reasonable and non-discriminatory manner.

4. Any other Person requesting relocation or removal of the Franchisee's property shall, as a condition of such request, be required to pay to the Franchisee in advance an amount of money sufficient for reimbursement of all costs of such relocation or removal. Any Person which damages Franchisee's property (other than the Township pursuant to Section 10 of this Franchise) shall reimburse the Franchisee for the cost of all necessary repairs and testing and for the loss of revenues, if any, to the Franchisee caused by an interruption of Cable Service due to the damaging of Franchisee's property.
5. The provisions of this Section 17 shall also apply to Franchisee and Township in the event the Township enters into an agreement with the County of Kandiyohi to jointly work on a Street.

SECTION 18. TECHNICAL STANDARDS

The rules and regulations contained in subpart K of part 76 of the FCC's rules and regulations relating to Cable Systems are required to be adhered to by Franchisee unless or until, superseded by any future federal or state standards during the term of this Franchise.

SECTION 19. SPECIAL TESTING

The Township and Franchisee agree that special testing shall not be required to determine the source of any technical difficulties except as otherwise provided herein. The Township and Franchisee shall instead cooperate to determine the cause of any technical difficulties and the Franchisee shall pay for any costs that may be required to ensure the Cable System complies with FCC technical standards. In the event of technical difficulties, Franchisee shall take all reasonable measures, at Franchisee's expense, to promptly correct such technical difficulties, including special testing if such testing is necessary to comply with FCC technical standards.

SECTION 20. SUBSCRIBER PRIVACY

1. No signals of a Class IV Cable 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 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.
 - a. No information or data obtained by monitoring the transmission of a signal from a Subscriber terminal, 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 Franchisee and its employees for internal business use, and to the Subscriber who is the subject of that information, unless Franchisee has received specific written authorization from the Subscriber to make such data available.

- b. Written permission from the Subscriber shall not be required for the Cable Systems conducting system wide or individually addresses electronic sweeps for the purpose of verifying Cable System integrity or monitoring for the purpose of billing. Confidentiality of such information shall be subject to the provision set forth above.

SECTION 21. SUBSCRIBER COMPLAINTS

1. All reasonable complaints by the Township, Subscribers, or other citizens regarding the quality of service, equipment malfunction, billing disputes, and any other matters relative to the Cable System shall be promptly investigated by the Franchisee. Franchisee shall promptly repair any equipment malfunction related to such complaint.
2. Complaints regarding the quality of service, equipment malfunctions, and similar matters shall first be directed to Franchisee's office. Should Franchisee fail to satisfy a reasonable complaint, it may then be directed to the Township for investigation. In response to a complaint, Franchisee shall be afforded a reasonable opportunity to present written and oral statements of its position. Appeal from the action of the Township may be made to the appropriate judicial or administrative forum.

SECTION 22. REPAIRS AND COMPLAINTS

1. To the extent required by federal law and requested by the Township, Franchisee will print the name, address and telephone number of the Township and the FCC's telephone number or address, on all monthly Subscriber bills who reside in the Franchise Area. The Franchisee shall provide a toll-free or collect telephone number for the reception of Subscriber complaints from the Franchise Area and shall maintain a repair service capable of responding to Subscriber requests for repair within twenty four (24) hours after receipt of the request. The Franchisee shall bear the costs of servicing and repairing the Cable System caused by defects in the System or other factors not caused by the Subscriber, its agents, guests or family members. The Subscriber shall pay the costs incurred by Franchisee in servicing and repairing the Cable System caused by the Subscriber, his/her agents, guests or family members.
2. Absent events beyond Franchisee's reasonable control, Franchisee shall begin working on service interruptions promptly, and in no event later than twenty-four (24) hours after the service interruption becomes known. Franchisee must begin actions to correct other service problems the next business day after notification of the problem.

SECTION 23. TERMINATION

1. The Township reserves the right to terminate and cancel any Franchise granted hereunder and rescind all rights and privileges associated therewith in the event that the Franchisee substantially violates any material provision of this Franchise and fails to cure said violation after notice and an opportunity to cure.

2. Upon the occurrence of any of a violation as specified in Section 23.1 above, the Township shall provide the Franchisee with written notice citing the reasons alleged to constitute cause for termination of the Franchise. The Township shall allow the Franchisee a reasonable time, but in any event no less than thirty (30) days subsequent to receipt of the notice, in which to remedy the cause, except that such time period shall not act to extend the time period in which Franchisee must relocate its facilities within the rights-of-way pursuant to Section 17 of the Franchise. If, during such period, the cause is remedied to the satisfaction of the Township, the Township shall declare the notice to be null and void. If the cause is not remedied to the satisfaction of the Township during such period, the Township shall provide the Franchisee with an opportunity to be heard at a public hearing before the Township prior to adoption of any action for the termination of the Franchise.
3. In the event that the Township takes any action to terminate the Franchise, the Franchisee shall have a period of sixty (60) days, beginning the day next following the date at which action to terminate the Franchise is ordered, within which to file an appeal with a court of competent jurisdiction.
4. During such sixty (60) day period and until the final determination of the appeal, if an appeal is taken, the Franchise shall remain in full force and effect, unless the term thereof sooner expires. If the action of the Township is upheld, the Franchise shall terminate as provided by law; if the action of the Township is reversed, the Franchise shall remain in full force and effect during the term thereof unless sooner terminated in accordance with law.

SECTION 24. ABANDONMENT

The Franchisee may not abandon any portion of the Cable Service provided hereunder without having given three (3) months prior written notice to the Township, provided, however, that if Franchisee discontinues the use of any of Franchisee's property in the Franchise Area for a continuous period of twelve months, it shall be deemed to have abandoned such property. No Person operating a Cable System may abandon any Cable System or any portion of it without compensating the Township for damages resulting to it from such abandonment.

SECTION 25. REMOVAL OF CABLE EQUIPMENT UPON TERMINATING OR FORFEITURE

Upon termination or forfeiture of a Franchise, the Franchisee shall remove its cable, wires, and appliances from the Streets, alleys and other public places within the Franchise Area if the Township so requests in writing. The Township hereby consents to the abandonment of any wires buried in place (excluding buried facilities), the Franchisee shall submit to the Township an instrument to be approved by the Township transferring ownership of such buried wires to the Township. Franchisee shall not be required to remove any equipment that is used by Franchisee for the provision of other authorized communications services such as telecommunications services.

SECTION 26. TOWNSHIP'S RIGHT TO PURCHASE SYSTEM

In the event of a sale or transfer of the cable system, the Township shall have a first right of refusal to purchase the Franchise and/or Cable System if mandated by any applicable state and federal law.

SECTION 27. ACCESS CHANNELS

Franchisee agrees to provide access channels in compliance with Minnesota Statutes Section 238.084 (z-aa) so long as all other franchised cable operators in the Township are held to the same obligation.

SECTION 28. COSTS

The Franchisee shall be responsible for all costs associated with the Cable System and compliance with the terms of this Franchise. The Franchisee reserves whatever rights it may have under applicable law to pass such costs on to subscribers as may be permitted by applicable law. The Franchisee shall pay all reasonable costs incurred by the Township in reviewing, modifying and approving this Franchise, including but not limited to reasonable attorney's fees incurred in the approval process. Franchisee shall comply with Section 2 of Ordinance No. 2007-3 regarding costs associated with future work in the Streets.

SECTION 29. BONDS

Franchisee shall comply with any mandatory bonding requirements set forth in the Township code that apply to other similarly situated users of the Township's Streets.

SECTION 30. UNAUTHORIZED CABLE TAPPING

It shall be unlawful for any Person to obtain any Cable Services by installing, rearranging, or tampering with any facilities or equipment of any cable communications company, or any Person unless the same is done with the knowledge of and with the permission of such cable communications company, firm, or private person. Any Person found guilty of a violation of any of the provisions of this section shall be deemed guilty of a misdemeanor for which a sentence of not more than ninety (90) days or a fine of not more than Five Hundred and No/100 Dollars (\$500.00), or both, may be imposed. The Township shall not be obligated by the terms of this Franchise to police or otherwise prosecute such violations.

SECTION 31. AMENDMENTS

Nothing in this Franchise shall prevent the Township and Franchisee from amending this Franchise so long as such amendment has been mutually agreed upon in writing by both the Township and Franchisee.

SECTION 32. SEPARABILITY

1. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

2. Should any provision of this Franchise be inconsistent or at variance with any rule, regulation or policy, in whole or in part, of the FCC or any other agency having jurisdiction, such provision shall be invalid, but the remaining provisions hereof shall not be affected hereby.

SECTION 33. WRITTEN NOTICE

Except for the notice under Section 17, which shall be sent via certified mail, return receipt requested, all notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, addressed to the party to whom notice is being given, as follows:

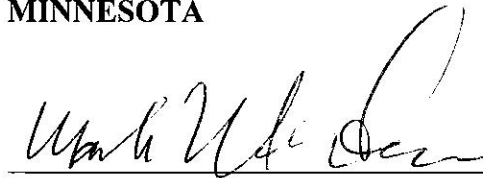
If to Township:
Nancy Hammerschmidt, Township Clerk
15293 56th Street NE
Spicer, MN 56288

If to Franchisee:
Mid-State Telephone Company
575 Junction Rd.
Madison, WI 53717
Attention: Legal Department

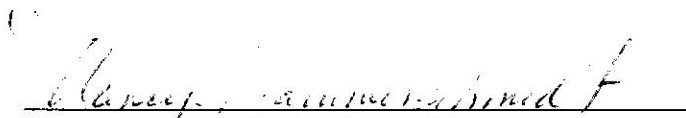
Such addresses may be changed by either party upon notice to the other party given as provided in this section.

Passed by the Township of New London, Minnesota this 26th day of April, 2018.

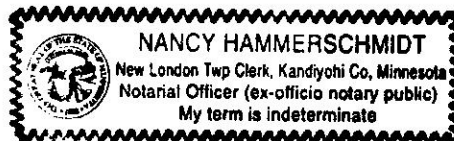
**TOWNSHIP OF NEW LONDON,
MINNESOTA**



Mark Mertens, Town Board Chair




Nancy Hammerschmidt, Town Clerk



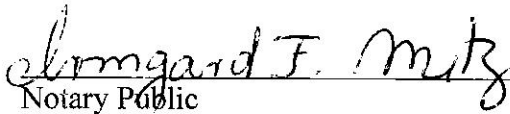
ACCEPTANCE

The terms and conditions of the above Ordinance No. 2018-04-26 are hereby accepted by Mid-State Telephone Company, D/B/A TDS Telecom, this 16th day of May, 2018.

**MID-STATE TELEPHONE COMPANY
D/B/A TDS TELECOM**

By: 
Its: VP

Sworn to before me this 16th
day of May, 2018.


Notary Public