REGULAR MEETING

**July 10, 2025**

**Aurora, Minnesota**

***The Regular Meeting of the Town of White was called to order by Chairman Jon Skelton at 5:00 P.M., on Thursday, July 10, 2025, at the City/Town Government Center.***

**ROLL CALL:**

Present: Supervisors-Anttila, Kippley, Skelton; Treasurer Gross; Foreman-Niemi; Attorney-Kearney

Absent: Clerk Knaus

Also Present: Ralph Johnson, Amanda Rantala, Gyle Swentik, Roy Beauregard, Emily Rantala

**1. APPROVAL OF CONSENT AGENDA**

**IT WAS MOVED BY ANTTILA, SUPPORTED BY KIPPLEY TO APPROVE THE CONSENT AGENDA WHICH INCLUDED TOWNSHIP REGULAR BOARD MEETING MINUTES ON JUNE 5, 2025 AND SPECIAL MEETING ON JUNE 12, 2025; ALL BILLS AND PAYROLL AS PRESENTED BELOW, COMMITTEE MINUTES AND REPORTS, AND CORRESPONDENCE TO BE FILED FOR JUNE 2025. MOTION CARRIED**

**IT WAS MOVED BY ANTTILA, SUPPORTED BY KIPPLEY TO REMOVE THE LCCMR GRANT FROM THE AGENDA AS THE APPLICATION WAS DENIED AND NO FUNDS GRANTED TO THE TOWNSHIP. MOTION CARRIED**

|  |  |  |  |
| --- | --- | --- | --- |
| **Check#** | **Vendor** | **Description** |  **Total**  |
| CC06-02-25 | Cardmember Service | Supplies, Travel Expenses, FD Plaques |  $ 2,403.83  |
| D06-11-25 | Empower | Employee Deductions 6/11/25 |  $ 450.00  |
| DD06112501 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 1,485.09  |
| DD06112502 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 2,178.98  |
| DD06112503 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 1,903.28  |
| DD06112504 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 1,914.22  |
| DD06112505 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 2,030.22  |
| DD06112506 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 2,188.95  |
| DD06112507 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 2,094.68  |
| DD06112508 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 1,278.04  |
| DD06112509 | Payroll Period Ending 06/07/2025 | Regular Payroll Ending 6/07/25 |  $ 1,852.58  |
| F06-11-25 | E.F.T.P.S. | Payroll Deductions PPE 6/11/25 |  $ 5,832.16  |
| M06-11-25 | MN Department of Revenue | Employee Deductions 6/11/25 |  $ 1,123.66  |
| P06-11-25 | P.E.R.A. | PPE 6/11/25 Deductions |  $ 3,486.39  |
| 36130 | Zito Media | PW Telephone & Internet |  $ 206.17  |
| 36131 | East Mesabi Sanitation | Refuse Collection May 2025 |  $ 12,059.60  |
| 36132 | Northland Small Engine | Fire Water Pump |  $ 50.00  |
| 36133 | CTC | Town Office Phone June 2025 |  $ 226.28  |
| 36134 | RMB Environmental Laboratories | Water Testing |  $ 57.48  |
| ST06-17-25 | MN Dept of Revenue - Sales Tax | Sales Tax - MAY 2025 |  $ 1,286.00  |
| DD06252501 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 1,466.09  |
| DD06252502 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 2,317.28  |
| DD06252503 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 1,868.28  |
| DD06252504 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 1,879.22  |
| DD06252505 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 2,202.08  |
| DD06252506 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 2,233.49  |
| DD06252507 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 2,091.22  |
| DD06252508 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 1,412.11  |
| DD06252509 | Payroll Period Ending 06/21/2025 | Regular Payroll Ending 6/21/25 |  $ 1,817.58  |
| F06-25-25 | E.F.T.P.S. | Payroll Deductions PPE 6/25/25 |  $ 6,021.25  |
| M06-25-25 | MN Department of Revenue | Employee Deductions 6/25/25 |  $ 1,168.76  |
| P06-25-25 | P.E.R.A. | PPE 6/25/25 Deductions |  $ 3,586.23  |
| 36135 | Aurora, City of | Shredding, Plumbing @ Town Hall |  $ 176.83  |
| 36136 | Aurora Auto Value | Parts, Tools, Welding |  $ 89.96  |
| 36137 | Anttila, Craig | Travel Expenses |  $ 29.40  |
| 36138 | Ascendance Trucks Central LLC | Truck #7 |  $ 247.16  |
| 36139 | Bradach Lumber | Baudek Gate - Hydrant |  $ 53.35  |
| 36140 | Colosimo, Patchin, & Kearney, LTD | Legal Retainer |  $ 465.00  |
| 36141 | Central Pension Fund | Retirement Contributions June 25 |  $ 4,176.00  |
| 36142 | Como Oil & Propane | LLCC Propane Inv 1517999412 |  $ 1,581.38  |
| 36143 | Colosimo, Patchin, & Kearney, LTD | LLCC Deed Legal Work |  $ 2,139.65  |
| 36144 | Culligan | Salt Delivery LLCC & Twin Lakes |  $ 258.06  |
| 36145 | Diamond Mowers | JD Mower Parts |  $ 2,654.50  |
| 36146 | Excel Business Systems | Copier Contract |  $ 285.32  |
| 36147 | Embarrass Regional Fire Department | Service Agreement FD; 8/1/25-7/31/26 |  $ 3,254.00  |
| 36148 | Ehlers | 2025 Financial Plan |  $ 5,605.00  |
| 36149 | Grande Ace Hardware | Mower Belts, Blade & Weed Killer |  $ 721.90  |
| 36150 | Amanda Gross | Cell Phone & Expenses |  $ 242.80  |
| 36151 | Hoyt Lakes, City of | Ambulance Agreement June 2025, Supplies |  $ 2,190.98  |
| 36152 | Knaus, Jodi | Cell Phone & Expenses |  $ 164.40  |
| 36153 | Niemi, Clark | Cell Phone |  $ 50.00  |
| 36154 | L & M Fleet Supply, Inc. | Baudek Gate |  $ 479.98  |
| 36155 | L & L Rentals, Inc. | Culvert Supplies |  $ 2,245.05  |
| 36156 | Lake Country Power | Electric Service |  $ 3,123.00  |
| 36157 | Lehman, Brian | Expenses |  $ 106.40  |
| 36158 | Linde Gas & Equipment Inc. | Welding Supplies/Services |  $ 303.00  |
| 36159 | Samuel Nelson | Menards Reimbursement-Salt Dome |  $ 9.73  |
| 36160 | Minnesota Power | Street Lighting |  $ 124.21  |
| 36161 | Minnesota Power | Quarry Lift Station |  $ 45.82  |
| 36162 | Minnesota Power | South Avenue Lift Station |  $ 15.23  |
| 36163 | Madison National Life Ins Co, Inc | LTD/STD July 2025 |  $ 364.68  |
| 36164 | Menard's-Virginia | Baudek Gate Supplies, Batteries |  $ 263.03  |
| 36165 | Minnesota Pump Works | Lift Station Contract & Monitoring |  $ 118.00  |
| 36166 | Minnesota Association of Cemeteries | 2025 Annual Dues |  $ 80.00  |
| 36167 | Northland Tractor Repair | 2010 Mack Repairs |  $ 7,130.90  |
| 36168 | Northland Lawn & Sport | Grader Parts |  $ 208.27  |
| 36169 | PeopleService Inc. | July 25 W/WW Professional Services |  $ 735.00  |
| 36170 | Portable John | Toilets Rental |  $ 609.00  |
| 36171 | RMB Environmental Laboratories, Inc | Water Testing |  $ 62.70  |
| 36172 | Range Paper | Cleaning Supplies |  $ 519.29  |
| 36173 | St. Louis County Auditor-PW | May 2025 Fuel |  $ 4,228.41  |
| 36174 | Polansky, Roxane | Travel Expenses |  $ 224.70  |
| 36175 | Saxhaug Professional Services | Mikulich Service Attempt |  $ 150.00  |
| 36176 | Vault Workforce Screening | Drug & Alcohol Test, Erickson, Bandle |  $ 122.32  |
| 36177 | VC3 | June 2025 Contract; Service Bill |  $ 396.00  |
| 36178 | Walker, Giroux & Hahne LLC | Audit 2024 |  $ 18,300.00  |
| 36179 | I.U.O.E. Local 49 Fringe Benefits | August 2025 Group Insurance |  $ 14,085.00  |
| 36180 | East Range Times | Advertising |  $ 79.50  |
| 36181 | Peterson, Wesley | Clothing Allowance |  $ 293.96  |
| 36182 | XZ6272397 | HCSP Reimbursement |  $ 3,226.85  |
| 63442 | MN NCPERS | Life Insurance Employee Paid |  $ 32.00  |
| 63443 | Minnesota Life Insurance Company | Employee/Employer Insurance |  $ 233.80  |
| 63444 | I.U.O.E. Local 49 | Union Dues June 2025 |  $ 315.00  |
| 63445 | Colonial Life | June 25 Employee Deductions |  $ 537.42  |
| 63446 | Palo Volunteer Fire Department | Good Will Fund May 2025 |  $ 75.00  |
| DD06302501 | Payroll Period Ending 06/30/2025 | June 2025 Monthly Payroll |  $ 444.93  |
| DD06302502 | Payroll Period Ending 06/30/2025 | June 2025 Monthly Payroll |  $ 257.55  |
| DD06302503 | Payroll Period Ending 06/30/2025 | June 2025 Monthly Payroll |  $ 344.93  |
| DD06302504 | Payroll Period Ending 06/30/2025 | June 2025 Monthly Payroll |  $ 386.32  |
| DD06302505 | Payroll Period Ending 06/30/2025 | June 2025 Monthly Payroll |  $ 472.43  |
| F06-30-25 | E.F.T.P.S. Monthly | Employee Deductions |  $ 217.24  |
| M06-30-25 | MN Department of Revenue Monthly | Employee Withholding |  $ 48.22  |
| P06-30-25 | P.E.R.A. Monthly | Retirement Deductions |  $ 251.50  |
|  |  | **TOTAL** |  **$ 157,823.26**  |

**2. THE TREASURER’S REPORT FOR THE MONTH OF JUNE 2025, LISTED RECEIPTS IN THE AMOUNT OF $88,650.15:**

|  |  |
| --- | --- |
| Transfer from Salaries Payable AccountGarbage Bag RevenueRefuse RevenueCemetery Lot SaleOpen Gym FeesTwin Lakes RentLMC Asbestos Testing Reimb. For Fire HallFEMA Reimb./State Relief Disaster June 2024Sale of Material/CulvertCulvert Application FeeAssessment SearchesWater Reconnect Fee | 75,000.003,005.00784.461,400.00150.00900.001,400.00940.74997.6050.0025.0050.00 |
| Interest Earned | 3,947.35 |
| **TOTAL** | **$88,650.15** |

**IT WAS MOVED BY ANTTILA, SUPPORTED BY KIPPLEY TO ACCEPT THE TREASURER’S REPORT FOR THE MONTH OF JUNE 2025 RECEIPTS AS READ. MOTION CARRIED**

**3. CITIZENS/GUESTS**:

* Amanda Rantala – complained about the cemetery rules and regulations and provided photos of the items that have been removed from their family plot. She would like to place a plaque, bench or artifical flowers in a holder. Skelton apologized on behalf of the Board if this has caused any grief. The Township has cemetery rules and regulations we try to follow. Rantala voiced there are many items in the cemetery that do not follow the rules currently and these rules shall apply to everyone. The Board has put a lol of time and energy into the cemetery and trying to keep it clean. Skelton recommended the Board take a look at the rules and regulations, review them, and bring back to the next meeting to create some consistency. We need to find a way to make it better.

**IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO PULL THE RULES AND REGULATIONS OF THE RAUHA CEMETERY FOR REVIEW TO ENSURE WE OPERATE CONSISTENTLY AND COME BACK TO THE NEXT MEETING TO MAKE ANY NECESSARY CHANGES. MOTION CARRIED**

* Gyle Swentik – ATV traffic issues are ongoing. Swentik met with the ATV club to come up with a solution. Swentik asked the Town Board to come up with solutions to keep the dirt bikes and ATV’s on the trail more. Discussion was held about options of cones, moving the gate, and if they are trespassing to call 9-1-1. That is the only way to get to the overlook and cross and people have been going there for years. People don’t look at the signs and it is a safety concern. More discussion is needed.

**IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA AUTHORIZING THE TENANTS OF THE SHOOTING RANGE TO TAKE PHOTOS, CALL 9-1-1, AND DOCUMENT TRESPASSING INCIDENTS. MOTION CARRIED**

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA EDWARD KIPPLEY IS THE BOARD REPRESENTATIVE FOR THE SHOOTING RANGE TO WORK WITH THE CLUB AND BRING BACK OPTIONS AND SOLUTIONS SUCH AS WHERE TO PLACE BARRELS AND POSSIBLE RE-ROUTING OF THE ROAD. MOTION CARRIED**

**4. UNFINISHED BUSINESS:**

4.1 Timber Harvest Sale – down payment was received. Land will be cleared in the next year.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO TABLE TO NEXT MONTH. MOTION CARRIED**

4.2 Fire Department – Lakeahead provided a list of items to have completed prior to demolition that is being worked on and project is moving forward. The quote from Dan Furry was $1,800.00 to pull the light fixtures and place on the Public Works building. Sewer backflow tabled from last Fall will be capped. The Fire Chief’s office has been located in the chemical storage room instead of the front of the building where the Board had originally designated the office to be located. A new application was received for the Fire Department. The truck accident was submitted to the League of Minnesota Cities Insurance Trust as a claim and quotes were received for repairs.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA RESCINDING THE ORIGINAL MOTION MADE TO LOCATE THE FIRE CHIEF’S OFFICE AT THE FRONT OF THE PUBLIC WORKS BUILDING AND INSTEAD TO LOCATE THE OFFICE IN THE CHEMICAL STORAGE ROOM. MOTION CARRIED**

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO TALBE REVIEW OF THE NEW APPLICATION RECEIVED BY THE FIRE DEPARTMENT TO THE SPECIAL MEETING SCHEDULED FOR JULY 22, 2025. MOTION CARRIED**

4.3 Joint Water Project - Project is moving along nicely. Lots of work to be done to get Hoyt Lakes connected to the Project. Bolton & Menk is doing a great job.

4.4 Mediacom Franchise Agreement – Ordinance 2025-001 was reviewed and is listed below.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA PASSING ORDINANCE 2025-001 FRANCHISE AGREEMENT WITH MEDIACOM. MOTION CARRIED**

 **IT WAS MOVED BY KIPPLEY, SUPPORTED BY SKELTON DIRECTING OFFICE STAFF TO CONTACT MEDIACOM TO DEFINE THE TOWN OF WHITE BOUNDARIES AND ASK ABOUT CURRENT NUMBER OF TOWN OF WHITE CUSTOMERS. MOTION CARRIED**

AN ORDINANCE GRANTING A RENEWED FRANCHISE TO MEDIACOM MINNESOTA LLC IN THE TOWN OF WHITE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE RENEWED FRANCHISE; PROVIDING FOR CERTAIN SERVICE REGULATIONS; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF THE PROVISIONS HEREIN

 The Town of White ordains:

**FRANCHISE AGREEMENT**

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

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

**SECTION 1**

**Definition of Terms**

* 1. **Terms.** For the purpose of this Franchise Agreement, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:
		1. "Basic Cable Service" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
		2. "Cable Act" means Title VI of the Communications Act of 1934, as amended by 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)), the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385 and the Telecommunications Act of 1996, Pub. L. No. I 04-458 and as the same may, from time to time, be amended.
		3. Cable Services" shall mean (I) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
		4. "Cable System" shall mean 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 other services to Subscribers within the Service Area.
		5. "FCC" means Federal Communications Commission or successor governmental entity thereto.
		6. "Franchise" means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. §546) issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a Cable System or other facilities to provide Cable Service or video programming.
		7. "Franchising Authority" means the Town of White, Minnesota.
		8. "Grantee" means Mediacom Minnesota LLC, or the lawful successor, transferee, or assignee thereof.
		9. "Gross Revenues" means revenues derived from Cable Services received by Grantee from Subscribers in the Service Area. Gross Revenues shall include fees for the sale, leasing, or servicing of equipment, investment income, adve1tising revenues, Home Shopping Commissions, installation, reconnection, upgrade and downgrade fees, lease channel revenue and studio rental revenue. Gross Revenues shall not include tower or fiber lease rental, franchise fees, the FCC User Fee any fees itemized and passed through as a result of Franchise imposed requirements or any tax, fee or assessment of general applicability collected by the Grantee from Subscribers for pass-through to a government agency.
		10. "Multichannel Video Program Distributor or MVPD" means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.
		11. "Open Video Services or OVS" means any video programming Services provided to any person by a Franchisee certified by the FCC to operate an Open Video System pursuant to Section 47 U.S.C. 573, as may be amended, regardless of the Facilities used.
		12. "Person" means an individual, partnership, assoc1at10n, joint stock company, trust, corporation, or governmental entity.
		13. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System.
		14. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.
		15. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.
		16. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

# SECTION2

## Grant of Franchise

* 1. **Franchise Required.** It shall be unlawful for any Person to construct, operate or maintain a Cable System, an OVS system or other facilities to provide Cable Service or other video programming in the Service Area without a Franchise in the form of this Franchise Agreement authorizing the same, unless applicable federal or State law prohibits the Franchising Authority's enforcement of such a requirement.
	2. **Compliance with Minnesota Statutes.** This Franchise Agreement shall comply with all provisions contained in Minnesota Statutes Chapter 238, and as amended.
	3. **Nonexclusive Franchise.** This Franchise Agreement shall be nonexclusive.
	4. **Grant of Franchise.** Grantee is authorized to construct and operate a Cable System in, along, among, upon, across, above, over, under, or **in** any manner connected with Public Ways within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System for the transmission and distribution of Cable Services or for any other lawful purposes.

**2.5 Additional Franchises.** The Franchising Authority may grant an additional Franchise(s) pursuant to Minn. Stat. §238.081 which is consistent with Minn. Stat. §238.081, subdivision l(b) and 47 U.S.C. § 541. The Franchising Authority agrees that any grant of additional Franchises or other authorizations including OVS authorizations shall require service to the entire Service Area and shall not be on terms and conditions more favorable or less burdensome to the Grantee. In any renewal of this Franchise Agreement, the Franchising Authority, should it seek to impose increased obligations upon the Grantee, must take into account any additional Franchise(s) or authorizations

 previously granted and find that the proposed increased obligations in the renewal are not more burdensome and/or less favorable than those contained in any such additional Franchise(s) or authorizations.

* + 1. In the event Franchising Authority grants one or more additional Franchises or one or more non-franchised MVPD's commence providing Cable Service in the Franchising Authority, Grantee shall have the right to modify this Franchise Agreement as provided herein, terminate the Franchise Agreement or reduce the term of this Franchise Agreement in its sole discretion. All Franchises granted or renewed after the date of this Franchise Agreement shall have the same substantive terms and conditions as this Franchise Agreement in order that one MVPD not be granted a competitive advantage over another. Nothing in this provision shall be constructed in such a way as to limit the Franchising Authority's authority to enter into other Franchises.
		2. In the event a MVPD commences operation without a Franchise or is granted a Franchise or permit to operate by the Franchising Authority, the terms and conditions of which do not comply with this Franchise Agreement, Grantee shall notify the Franchising Authority whether it wishes to modify its Franchise Agreement in addition to any rights it may have to modify its Franchise Agreement under state or federal law, terminate the Franchise Agreement or reduce the term of this Franchise Agreement in its sole discretion. The Franchising Authority and the Grantee shall work together in good faith to develop Franchise Agreement modifications which address any competitive inequity and the Franchising Authority shall adopt those modifications within ninety (90) days after receiving notice from Grantee. Failure to adopt the modifications shall allow Grantee to unilaterally opt into the competitor's Franchise or to otherwise reduce or eliminate any obligations imposed by this Franchise Agreement which are not imposed on a competitor in its sole discretion. A MVPD is not an entity that provides direct broadcast satellite services for purposes of this Section. Notwithstanding any provisions of this Section to the contrary, if the Franchising Authority does not possess authority under applicable laws to require a Franchise from any Person, the provisions of this Section shall not apply.
	1. **Conformance with State and Federal Laws and Rules.** The Franchising Authority and Grantee shall conform to state laws and rules regarding Cable Services no later than one (1) year after they become effective, unless otherwise stated. The Franchising Authority and Grantee shall conform to federal laws and regulations regarding Cable Services as they become effective. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable nondiscriminatory local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise Agreement. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise Agreement. In the event of a conflict between any lawful ordinance, regulation or resolution and this Franchise Agreement, the Franchise Agreement shall control.

# SECTION3

## Construction and Operation of Cable System

* 1. **Compliance with Code.** The System and any wires, conduits, cable, and other property and facilities of the Grantee shall be located, constructed, installed, and maintained in compliance with applicable law. The Grantee must keep and maintain 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 Service Area or endanger the life or property of any person.
	2. **Permits.** Pursuant to applicable local law, the Grantee shall obtain a permit from the proper municipal authority before commencing construction on its Cable System, including the opening or disturbance of a street, sidewalk, driveway, or public place. In the event that Grantee fails to meet the conditions of such a permit, the Franchising Authority may seek remedies pursuant to applicable local law.
	3. **Restoration of Public Ways.** Grantee shall comply with applicable law if during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee. Grantee shall replace and restore such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.
	4. **Procedure for Relocation or Removal for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business clays, the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establislm1ent of street grade, installation of sewers, drains, gas or water pipes, or any other type of public structures or improvements which are not used to compete with the Grantee's services. The Grantee shall in all cases have the right of abandonment of its property.
	5. **Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily clisc01mect, relocate in or remove from the Public Way as necessary any properly of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than thirty (30) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.
	6. **No Relief from Liability.** Nothing contained in the Franchise Agreement shall be construed to relieve a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's Cable System while performing work connected with grading, regrading, or changing the line of a street or public place or with the construction or reconstruction of a sewer or water system.
	7. **Trimming of Trees and Shrubbery.** The Grantee shall have the authority to trim trees or other natural growth in order to access and maintain the Cable System.
	8. **Underground Construction.** In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, the Grantee likewise shall construct, operate, and maintain its Cable System underground. Nothing contained in this subsection shall require the Grantee to construct, operate, and maintain underground any ground-mounted appurtenances.
	9. **Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that (A) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench, and (B) that the utility or developer provide the Grantee with reasonable access to the open trench. Notwithstanding the foregoing, the Grantee shall not be required to utilize any open trench.
	10. **Required Extensions of the Cable System.** Grantee agrees to provide Cable Service to all residences in the Service Area subject to the density requirements specified in this subsection. Whenever the Grantee receives a request for Cable Service from a potential Subscriber in an unserved area contiguous to Grantee's existing System where there are at least 10 residences within 1320 cable-bearing strand feet (one-quarter cable mile) from the connection point to Grantee's System, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for the Cable System extension, other than the published Standard/non-Standard Installation fees charged to all Subscribers. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Service Area where another operator is providing Cable Service, into any annexed area which is not contiguous to the present Service Area of the Grantee, or into any area which is financially or technically infeasible due to extraordinary circumstances, such as a runway or freeway crossing.
	11. **Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of subsection 3.10 above, the Grantee shall only be required to extend the Cable System to Subscriber(s) in that area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, the Grantee shall contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of residences per 1320 cable-bearing strand feet from the Grantee's trunk or distribution cable, and whose denominator equals 10. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a pro rata basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the tap to the residence.
	12. **Cable Service to Public Buildings.** The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable Service to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), police station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any inappropriate use of the Grantee's Cable System or any loss or damage to Grantee's Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide a connection to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable Service are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith. (Exhibit: Sites Served)
	13. **Emergency Alert.** Any Emergency Alert System ("EAS") provided by Grantee shall be operated in accordance with FCC regulations. Any use of such EAS by the Franchising Authority will be only in accordance with the applicable state and local plans as approved in accordance with such FCC regulations. Except to the extent expressly prohibited by law, the Franchising Authority will hold the Grantee, its employees, officers and assigns harmless from any claims arising out of use of the EAS, including but not limited to reasonable attorneys' fees and costs.
	14. **Reimbursement of Costs.** If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such fonds on behalf of the Grantee.
	15. **Abandonment.** Notwithstanding any provision in a Franchise, Grantee may not abandon the Cable System or a portion of it without having given three months prior written notice to the Franchising Authority. Grantee may not abandon the Cable System or a portion of it without compensating the Franchising Authority for damages resulting to it from the abandonment.
	16. **Compliance with FCC Technical Standards.** The Grantee shall comply with the technical standards for Cable Systems provided in 47 C.F.R. §§ 76.601- 76.617, which regulations are incorporated herein by reference as if fully set forth herein. The results of tests required by the FCC must be filed within ten (10) days of the conduct of the tests with the Franchising Authority. The Franchising Authority shall pay for the cost of any special testing requested by the Franchising Authority to determine if the Cable System is in compliance with these technical standards, unless such testing demonstrates non-compliance in which case Grantee shall pay.
	17. **Public Inspection.** The Grantee shall make available for public inspection: (I) the length and terms of residential subscriber contracts; (2) the current subscriber charges; and (3) the procedure by which subscriber charges are established, unless such provision is contrary to state or federal law.
	18. **Subscriber Privacy.** No signals of class IV 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 permission must be contained in a separate document with a prominent statement that the Subscriber is authorizing the permission in foll knowledge of its provisions. The written permission must be for a limited period of time not to exceed one year, which is renewable at the option of the Subscriber. No penalty may be invoked for a Subscriber's failure to provide or renew the authorization. The authorization is revocable at any time by the Subscriber without penalty of any kind. Grantee shall further comply with 47 U.S.C. § 551, which is incorporated herein by reference.
1. No information or data obtained by monitoring transmission of a signal from a Subscriber terminal, including but not limited to lists of the names and addresses of the Subscribers or lists that identify the viewing habits of Subscribers, may be sold or otherwise made available to any person other than to the company and its employees for internal business use, or to the Subscriber who is the subject of that information, unless the company has received specific written authorization from the Subscriber to make the data available or unless said information is ordered by a court or subpoenaed;
2. Written permission from the Subscriber must not be required for the systems conducting system wide or individually addressed electronic sweeps for the purpose of verifying system integrity or monitoring for the purpose of billing. Confidentiality of this information is subject to clause A;
3. For purposes of this provision, a "class IV cable communications channel" means a signaling path provided by a cable communications system to transmit signals of any type from a subscriber terminal to another point in the communications system.
	1. **Complaint Resolution Procedure.** Grantee shall comply with the customer service standards promulgated by the FCC under 47 C.F.R. § 76.309.
	2. **Receipt of Complaints.** Grantee shall provide a toll-free or collect telephone number for the reception of complaints to all Subscribers and shall maintain a repair service cable of responding to Subscriber complaints or requests for service within 24 hours after receipt of the complaint or request.
	3. **Access Channels.** The Grantee shall provide to each of its Subscribers who receive Cable Service offered on the Cable System, reception on at least one specially designated access channel. Grantee shall establish rules for the administration of the specially designated access channel, unless such channel is administered by the Franchising Authority. Grantee shall make readily available for public use at least the minimal equipment necessary for the production of programming and playback of live access and prerecorded programs for the access channel in Grantee's sole discretion.

# SECTION 4

## Regulation by the Franchising Authority

* 1. **Franchise Fee; PEG Fee.**
		1. The Grantee shall pay to the Franchising Authority a franchise fee of five percent (5%) of annual Gross Revenues (as defined in subsection 1.1 of this Franchise Agreement) and a PEG fee of $1.00/subscriber/month. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee and PEG fee shall be a calendar year. The franchise fee and PEG fee payment shall each be due quarterly and payable within 60 days after the close of the preceding calendar year. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.
		2. Limitation on Franchise Fee Actions. The period of limitation for audit and recovery by the Franchising Authority of any franchise fee or PEG fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due to the Franchising Authority, after which period any such payment shall be considered final.
	2. **Audit.** The Franchising Authority shall have the right to audit the Grantee's accounting and financial records solely to calculate the Franchising Authority's franchise fees upon thirty (30) days prior written notice. The Grantee shall file annual reports with the Franchising Authority detailing Gross Revenues and other information the Franchising Authority deems appropriate; provided, however, such information shall be deemed a trade secret under applicable Minnesota law and shall not be disclosed by the Franchising Authority.
	3. **Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable Service and equipment only as expressly permitted by federal law.

## Renewal of Franchise.

* + 1. Pursuant to applicable cable franchise law, the maximum permissible term for a cable franchise is fifteen (15) years. Notwithstanding that maximum, the term of this Franchise Agreement shall be for a period of ten (10) years, unless earlier terminated or extended in accordance with the provisions of this Franchise Agreement or appliable law. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Franchise Agreement shall be governed by and comply with the renewal provisions of state and federal law.
		2. In addition to the procedures set forth inthe Cable Act, the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise Agreement term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal pursuant to the Cable Act and complete renewal of the Franchise Agreement prior to expiration of its term.
		3. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment in accordance with the provisions of federal law the Franchising Authority and the Grantee may agree to unde1take and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.
		4. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.4 to be consistent with the express renewal provisions of the Cable Act.
	1. **Conditions of Sale.** If a renewal or extension of the Grantee's Franchise Agreement is denied or the Franchise Agreement is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise Agreement, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise Agreement during this period. If, at the encl of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

* 1. **Franchise Transfer.** No sale or transfer of this Franchise Agreement or sale or transfer of stock so as to create a new controlling interest under Minn. Stat. §238.083, shall take place without the written approval of the Franchising Authority, which approval shall not be unreasonably withheld. The Grantee's right, title, or interest in the Franchise Agreement shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without prior written notice to the Franchising Authority. No such notice shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise Agreement or Cable System in order to secure indebtedness. Pursuant to Mimi. Stat. §238.084, Subd. l(y), if the Franchise Agreement is transferred or sold by Grantee, the Franchising Authority shall have the right to purchase the Cable System. City shall be deemed to have waived its right to purchase the System under this section in the following circumstances:
1. If it does not indicate to Grantee in writing, within thirty (30) days of notice of a proposed sale or assignment, its intention to exercise its right of purchase; or
2. It approves the assignment or sale of the Franchise as provided within this section.

# SECTION 5

## Books and Records

The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee and no more than once annually may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise Agreement. Such notice shall specifically reference the subsection of the Franchise Agreement that is under review so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise Agreement compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

# SECTION 6

# Insurance and Indemnification

* 1. **Indemnification.** During the term of the Franchise Agreement, the Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees (collectively the "Indemnitees") from and against resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance or removal of the Cable System in the Service Area provided that the Franchising Authority shall give Grantee prompt written notice of its obligation to indemnify the Franchising Authority within a reasonable time of receipt of a claim or action pursuant to this subsection.

Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting solely from the willful misconduct or negligence of the Indemnities.

* 1. **Insurance.**  Upon the Effective Date, Grantee shall, at its sole expense take out and maintain during the term of this Franchise commercial general liability insurance and automobile liability insurance with a company licensed to do business in the State of Minnesota with a rating by A.M. Best & Co. of not less than “A-” that shall protect the Grantee, Franchising Authority and its officials, officers, directors, employees and agents from claims which may arise from operations under this Franchise, whether such operations be by the Grantee, its officials, officers, directors, employees and agents or any subcontractors of Grantee.  This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from Grantee’s vehicles, products, and operations.  The amount of insurance for single limit coverage applying to bodily and personal injury and property damage shall not be less than Two Million Dollars ($2,000,000.00) per occurrence.  The liability policy shall include:
		+ The policies shall provide coverage on an “occurrence” basis.
		+ The policies shall include blanket contractual liability for claims arising under this Franchise Agreement
		+ Township shall be named as an additional insured on the policies
		+ Coverage shall be primary insurance with respect to claims arising from Grantee’s operations under this Franchise Agreement and no other insurance maintained by Franchising Authority will be called upon to contribute to a loss under this coverage.
		+ An endorsement state that the policies shall not be canceled without thirty (30) days’ written notice of cancellation to Franchising Authority or ten (10) days’ written notice for non-payment of premium
		+ Franchising Authority reserves the right to adjust the insurance limit coverage requirements of this Franchise Agreement no more than once every three (3) years. Any such adjustment by Franchising Authority will be no greater than the increased in the State of Minnesota Consumer Price Index (all consumers) for such three (3) year period.
		+ Grantee shall submit to Franchising Authority a Certificate of Insurance documenting the required insurance, as well as required executed endorsements. The certificate and documents evidencing insurance shall be in a form acceptable to Franchising Authority and shall provide satisfactory evidence that Grantee has complied with all insurance requirements. Renewal certificates shall be provided to Franchising Authority prior to the expiration date of any of the required policies. Franchising Authority is not obligated to review such endorsements or certificates or other evidence of insurance, or to advise Grantee of any deficiencies in such documents and receipt thereof shall not relieve Grantee from, nor be deemed a waiver of, Franchising Authority’s right to enforce the terms of Grantee’s obligations hereunder. Franchising Authority reserves the right to examine any policy provided for under this paragraph or to require further documentation reasonably necessary to form an opinion regarding the adequacy of Grantee’s insurance coverage.
	2. **Security.** The Grantee at the time the Franchise Agreement becomes effective and thereafter until the Grantee has liquidated all of its obligation with the franchising authority, shall furnish a performance bond, certificate of deposit, or other type of instrument in the amount of $10,000 in order to compensate Franchising Authority for Grantee's non-performance. The Franchising Authority may, from year to year and in its sole discretion, reduce the amount of the performance bond or instrument.

# SECTION 7

## Enforcement and Termination of Franchise

* 1. **Franchise Termination.** The Franchising Authority has the right to terminate and cancel the Franchise Agreement and the rights and privileges of the Franchise Agreement if the Grantee substantially violates a provision of the Franchise Agreement, attempts to evade the provisions of the Franchise Agreement, or practices fraud or deceit upon the Franchising Authority. The Franchising Authority shall provide the Grantee with a written notice of the cause for termination and its intention to terminate the Franchise Agreement and shall allow the Grantee a minimum of 30 days after service of the notice in which to correct the violation. The Grantee must be provided with an opportunity to be heard at a public hearing before the governing body of the Franchising Authority before the termination of the Franchise Agreement.
	2. **The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of such noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of such default, it cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.
	3. **Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2(C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.
	4. **Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in material default of any provision of the Franchise Agreement, the Franchising Authority may:
		1. Commence an action at law for monetary damages or seek other equitable relief; or
		2. In the case of repeated or ongoing substantial non-compliance with a material term or terms of the Franchise Agreement, seek to revoke the Franchise Agreement in accordance with subsection 7.5.
	5. **Revocation.** Should the Franchising Authority seek to revoke the Franchise Agreement after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its intent. The notice shall set forth the exact nature of the repeated or ongoing substantial noncompliance with a material term or terms of the Franchise Agreement. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise Agreement at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise Agreement.

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

Following the hearing, the Franchising Authority shall determine whether or not the Franchise Agreement shall be revoked. If the Franchising Authority determines that the Franchise Agreement shall be revoked, the Franchising Authority shall promptly provide Grantee with its decision in writing. The Grantee may appeal such determination of the Franchising Authority to an appropriate court which shall have the power to review the decision of the Franchising Authority de novo. Grantee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within sixty (60) days of Grantee's receipt of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise Agreement in lieu of revocation.

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

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise Agreement for violations of the Franchise Agreement where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

* 1. **Removal of Facilities.** Upon termination or forfeiture of the Franchise Agreement, unless otherwise required by applicable law, the Grantee shall remove its cable, wires, and appliances from the streets, alleys, and other public places within the Service Area if the Franchising Authority so requests; provided, however, that if Grantee is providing services other than Cable Services or pursuant to applicable law, City shall not require the removal of the System. In the event the Grantee fails to remove its cable, wires, and appliances from the streets, alleys, and other public places within the Service Area, the Grantee will be subject to the procedures of applicable local law.

**SECTION 8**

## Miscellaneous Provisions

* 1. **Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.
	2. **Entire Agreement.** This Franchise Agreement constitutes the entire agreement between the Grantee and the Franchising Authority and supersedes all other prior understandings and agreements oral or written. Any amendments to this Franchise Agreement shall be mutually agreed to in writing by the parties.
	3. **Reservation of Rights.** Acceptance of the terms and conditions of this Franchise Agreement will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Franchising Authority acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitutions and laws.
	4. **Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise Agreement to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope:

a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, c) within five (5) business days after having been posted in the regular mail or d) or the next business day if sent by express mail or overnight air courier.

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

Town of White Town Manager

 16 W 2nd Avenue North

 PO Box 146

 Aurora, MN 55705

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

 Mediacom Minnesota LLC

 Attn: Bruce Gluckman, Legal Dept.

 One Mediacom Way

 Chester, NY 10918

With copies to: Mediacom Minnesota LLC

 Attn: Regional Vice President

 1504 2nd Street SE

 PO Box 110

 Waseca, MN 56093-110

 Chair, Hoyt Lakes Cable Commission Hoyt Lakes City Hall

 206 Kennedy Memorial Drive

 Hoyt Lakes, MN 55750-1150

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

* 1. **Franchise Administration.** The Franchising Authority shall notify Grantee of the office or officer of the Franchising Authority responsible for the continuing administration of the Franchise Agreement.
	2. **Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.
	3. **Severabilitv.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise Agreement.
	4. **Franchise Term and Effective Date.** The Effective Date of this Franchise Agreement is the date of final adoption by the Franchising Authority as set forth below subject to Grantee's acceptance by countersigning where indicated below. This Franchise Agreement shall be for a term of Ten (10) years from such Effective Date.

**Meeting minutes continued:**

4.5 LLCC Facility Long-term plan - no new updates

4.6 LLCC Energy Efficiency Grant Application –grant awarded for $9,500.00. Widseth quote for updating the 2012 plan is $9,500.00 so there is no cost to the Township for having this updated which will be very beneficial for the long range plan for the facility.

 **IT WAS MOVED BY KIPPLEY, SUPPORTED BY ANTTILA TO ACCEPT THE WIDSETH QUOTE TO CONDUCT A WALK-THROUGH OF THE LLCC AND UPDATE THE 2012 FACILITY PLAN WITH CURRENT COST ESTIMATES. MOTION CARRIED**

4.7 2023 Curve Realignments – No new updates. Office staff need to go to Court House to find out what has been filed by the attorneys and in the past and get the new updates recorded.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO TABLE TO NEXT MONTH. MOTION CARRIED**

4.8 Ehler’s Long-Range Planning Financial Proposal – June 11th administrative meeting was held to answer questions about our past and current budgets along with projects planned. Invoice for $6,500.00 was reviewed.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO PAY EHLERS $6,500.00 FOR WORK ON THE FINANCIAL MANAGEMENT PLAN. MOTION CARRIED**

4.9 Haus/Birch Group Housing Opportunity – letter of support has been requested for Haus/Birch Group to present to IRRR. A second meeting is needed to learn more about their company and what they can offer the Township for housing opportunities.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO GENERATE A LETTER AS REQUESTED FOR CHAIRMAN SKELTON TO SIGN AND REACH OUT TO GET DATES FOR A SECOND MEETING AND POSSIBLY A VISIT TO THEIR ONSITE LOCATION. MOTION CARRIED**

4.10 1/1/26 Garbage Collection Fee of $120.00 Implementation – it was discussed should a letter be sent to to all housholds or a newspaper insert be printed.

 **IT WAS MOVED BY KIPPLEY, SUPPORTED BY ANTTILA TO DRAFT A LETTER TO BE SENT TO ALL HOUSEHOLDS WITH AN EXPLANATION OF WHY THE FEE IS BEING IMPLEMENTED FOR THE BOARD TO REVIEW AT NEXT MONTH’S MEETING. MOTION CARRIED**

4.11 June 18th Emergency – FEMA reimbursement updates – Niemi and Knaus continue to work with FEMA agents. Administrative costs needs to be tallied and submitted. The State and FEMA want to know if we will be requesting mitigation. Niemi doesn’t believe we have any areas that need further mitigation. No further discussion was held.

4.12 Measbi Trail Extension Project – Shared trail is still a want/need. They have it planned and plotted.

4.13 Dust Control bid with St. Louis County – re-visited from last month. Approved last month but after consideration Kippley has concerns as the $24,000 apporved for dust control covers the amount needed for the Fire Hall demolition project cost share and funds are very tight right now. Skelton agreed we are operating at a ten percent deficit and we can cut this for this year.

 **IT WAS MOVED BY ANTTILA, SUPPORTED BY KIPPLEY TO RESCIND THE MOTION OF APPROVING $24,000 IN DUST CONTROL THROUGH ST. LOUIS COUNTY. MOTION CARRIED**

 **IT WAS MOVED BY KIPPLEY, SUPPORTED BY SKELTON TO NOT DO DUST CONTROL THIS YEAR DUE TO THE BUDGET CUTS. MOTION CARRIED**

**5. NEW BUSINESS:**

5.1 Ben Lobb Verbal Request – asking permission to access a property via Stepetz Pit for a winter sale. He will need the proper insurance and a temporary access easement. Niemi indicated a lock can be placed on the gate for access for him. Kearney will draft the easement once we receive the information from Lobb.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA APPROVING THE REQUEST TO BEN LOBB IF HE PROVIDES PROOF OF INSURANCE, APPROPRIATE TIMES NEEDED FOR ACCESS TO CREATE A TEMPORARY EASEMENT, AND PROMISE OF RESORATION OF ANY DAMAGED PROPERTY. MOTION CARRIED**

5.2 2026 Mack Truck - Quotes were approved though state bid pricing in 2022, three years ago and pricing is now increased with Towmaster and to the truck itself.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA DIRECTING OFFICE STAFF TO SEND THE PAPERWORK TO KEARNEY FOR REVIEW TO SEE IF WE HAVE ANY LEGAL STANDING TO BACK OUT OF THE PURCHASE OR AT LEAST HAVE THE ORIGINAL PRICING HONORED SINCE IT HAS BEEN THREE YEARS SINCE THE TRUCK WAS ORDERED. MOTION CARRIED**

5.3 LLCC Compressor – breaker is tripping for compressor #2; Kelsey Heating & Plumbing was called to look at it.

5.4 LLCC Kitchen Door – quote coming from Glass & Door Inc.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO TABLE TO NEXT MONTH. MOTION CARRIED**

5.5 LLCC Benefactor – The Loon Lake Community Center will be receiving roughly $21,000 funds from a benefactor. There may be conditions or terms of the funding yet from the benefactor. This funding would be good to use to make the building more marketable. Once the funding is received, we can recognize the donation and send a thank you to the family.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY KIPPLEY ACCEPTING THE DONATION AND APRPOVING THE NECESSARY PAPERWORK. MOTION CARRIED**

5.6 2024 Audit Invoice

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA APPROVING THE INVOICE IN THE AMOUNT OF $18,300.00 TO BE PAID TO WALKER, GIROUX, AND HAHNE FOR THE 2024 AUDIT. MOTION CARRIED**

5.7 Embarrass Region Volunteer Fire Department Contract for Services

 **IT WAS MOVED BY ANTTILA, SUPPORTED BY KIPPLEY APPROVING THE CONTRACT AND PAYMENT FOR SERVICES WITH THE EMBARRASS REGION VOLUNTEER FIRE DEPARTMENT FOR SERVICES AT A COST OF $3,254.00. MOTION CARRIED**

5.8 Northland Tractor Repair Quote

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA APPROVING PAYMENT TO NORTHLAND IN THE AMOUNT OF $7,553.65. MOTION CARRIED**

5.9 Gate Request for Road 42 – The gate will be placed on private property. Clark went and marked the property where the right of way is located so they know where to place the gate. It was suggested to put reflective tape on the gate so it can be seen.

5.10 Resolution 2025-008 North Shore Development Co. (requested by ERJPB)

 **RESOLUTION AUTHORIZING APPLICATION FOR FREE TECHNICAL ASSISTANCE FROM AND ABILITY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH NORTH SHORE DEVELOPMENT CO.**

WHEREAS, the Town of White recognizes the importance of addressing housing needs and advancing housing initiatives within its community; and

WHEREAS, North Shore Development Co. (“NSDC”) offers free technical assistance to eligible local units of government to support housing development and planning efforts;

WHEREAS, NSDC requires the Town of White to execute a memorandum of understanding to ensure both parties understand the terms of the technical assistance; and

WHEREAS, this assistance is provided at no cost to the applicant through the Northland Foundation, which was awarded State funding for this effort during the 2023 Minnesota legislative session; and

WHEREAS, the Town of White desires to apply for such technical assistance to help further its housing goals; and

WHEREAS, the governing body of the Town of White supports the community’s participation in this program and commits to actively engaging in the technical assistance process;

NOW, THEREFORE, BE IT RESOLVED, that the Town of White:

1. Authorizes submission of an application to North Shore Development Co. for free technical assistance;
2. Authorizes the Town of White to execute a Memorandum of Understanding (attached as Exhibit A) regarding the terms of said technical assistance;
3. Demonstrates its desire to address its housing challenges by virtue of this resolution.

**IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA APPROVING RESOLUTION 2025-008. MOTION CARRIED**

5.11Fire District Discussion updates – ERJPB is leading these discussions to start in early August. Kippley suggested checking with Cloquet district to see how they worked it all out.

5.12 Road 54 Blight Complaint – Sheriff’s office is handling this issue. If there are vehicles in the road right of way we will have them towed. The County Board is working on their ordinance and there is a deputy assigned to this cause named James Gordon. Remove from agenda.

5.13 Salt Order – Invoices were received but need to be revised with the moisture reduction in cost.

 **IT WAS MOVED BY ANTTILA, SUPPORTED BY KIPPLEY TO TABLE TO NEXT MONTH OR UNTIL WE RECEIVE THE UPDATED INVOICES. MOTION CARRIED**

5.14 MN Paid Leave Law – effective January 1, 2026. Board needs to determine what portion of the tax the Township will pay for and a meeting needs to be held with the Local 49 Union to negotiate the terms of this benefit and how it will be administered.

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA DIRECTING THE OFFICE STAFF TO SCHEDULE A MEETING WITH THE UNION REPRESENTATIVES TO DISCUSS THE PAID LEAVE LAW AND HOW THIS WILL AFFECT BOTH THE EMPLOYER AND THE EMPLOYEES. MOTION CARRIED**

**6. REPORTS:**

Clerk’s Report:

1. Amanda and I attended the League of MN Cities Annual Conference in June which was very beneficial for training and legislative updates; the RAMS BBQ also had a wonderful legislative update which Supervisor Anttila and I attended.
2. The Culture & Tourism Grant through IRRRB Application was submitted for purchasing tables, chairs, and a dock at LLCC
3. Quarterly payroll reports will be filed by July 31st

 **IT WAS MOVED BY SKELTON, SUPPORTED BY ANTTILA TO FILE THE CLERK’S REPORT. MOTION CARRIED**

 **IT WAS MOVED BY ANTTILA, SUPPORTED BY SKELTON AUTHORIZING THE CLOSING OF THE OFFICE ON FRIDAY, JULY 11, 2025 AS NEEDED. MOTION CARRIED**

Foreman

Busy grading and mowing. Kops Road is being fixed with collaboration with St. Louis County. The new development is on the other side with pipe work. The County works ten-hour shifts, we work eight-hour shifts. Niemi asked if there was a way the Public Works crew could work extra hours or what the Board is open to allow for this Project.

**IT WAS MOVED BY ANTTILA, SUPPORTED BY SKELTON AUTHORIZING THE PUBLIC WORKS DEPARTMENT TO WORK OVER THEIR EIGHT HOUR SHIFT EARNING COMP TIME OR FLEXING THEIR HOURS. MOTION CARRIED**

Supervisors:

Anttila - Went to the RAMS BBQ and the legislative update was very interesting. A lot of programs are going to get cut. A lot of items will become State funded due to cuts in federal funding. Everyone is doing a good job. Cemetery looks good and so do the facilities.

Kippley – Has been driving around and looking at things and roads aren’t getting mowed. Kippley asked Niemi if a 2nd pass would get done. Niemi indicated the mower has been down for repairs for over a week. Once it’s repaired, we will get to it.

Skelton- Appreciates everyone’s work. Crews and office doing a good job. Seem slike the little bumps have smoothed out.

**7. TRAINING REQUESTS & MEETING NOTICES**: None

**8. ANNOUNCEMENTS:** Next Regular Meeting: Thursday, August 7, 2025 5:00 P.M. @ City/Town Government Center; East Range Water Board Meeting: Wednesday, July 16, 2025 4:30 P.M. @ City/Town Government Center; ERJPB Meeting: Tuesday, July 22, 2025 9:00 AM @ City/Town Government Center; Special Meeting Quarterly Fire Department: Wednesday, August 13, 2025 5:00 P.M. @ City/Town Government Center; Special Meeting w/ Fire Department: Thursday, July 22, 2025 5:00 P.M. @ City/Town Government Center; MAT District Meeting: Thursday, August 28, 2025 5:00 P.M. Grand Lake Town Hall, Saginaw, MN;

**9. ADJOURNMENT**

**IT WAS MOVED BY ANTTILA, SUPPORTED BY SKELTON TO ADJOURN THE REGULAR MEETING AT 6:59 P.M. MOTION CARRIED**

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**Jodi Knaus, Clerk** (minutes typed from recording) **Jon Skelton, Chairman**