

**MEDIACOM  
BUSINESS**

suppliers ("our Licensors"). Use of any such Software is governed by this Agreement and any additional terms that Mediacom identifies as applicable, as they may be periodically modified or replaced ("Additional Terms").

**7. Certain Obligations of Customer.**

Customer shall take reasonable steps to protect the Mediacom Facilities and all other property of Mediacom from damage, loss or theft while on the Premises and shall pay the reasonable costs of repairing or replacing any item suffering such loss, theft or damage not caused by Mediacom. Customer shall not, and shall not permit any End User or other person to, (i) interfere with provision of Mediacom Services or disturb, alter, disconnect, move or interfere with any of the Mediacom Facilities or grant any easement or right that could have any such effect, (ii) attach, connect, interconnect, install or place any equipment, cable, wire, fiber or other item to, with, through or in any Mediacom Facilities or any related conduits, racks, lock boxes, connection boxes, distribution frames or similar items or (iii) use any of the Mediacom Facilities in any manner or for any purpose except as expressly authorized by Mediacom in writing.

**8. Mediacom Business Phone****8.1 Tariffs**

Telephone Services may be provided pursuant to rates, terms, and conditions contained in tariffs on file with state and/or federal regulatory authorities, and Mediacom may amend such tariffs and Telephone Service shall be subject to such tariffs, as amended.

**8.2 International Services**

If Customer wishes to subscribe to or use International Calling Services from Mediacom, Customer may activate that function by providing Mediacom a credit card number to secure payment for such services. Customer will be billed for all services including International Calling monthly, and shall pay all invoices timely.

**8.3 Customer Proprietary Network Information ("CPNI")**

Pursuant to federal law, CPNI is (A) information that relates to the quantity, technical configuration, type, destination, location, and amount of use of a telecommunications service subscribed to by Customer, and that is made available to Mediacom by Customer solely by virtue of the carrier-customer relationship; and (B) information contained in the bills pertaining to telephone service received by Customer. Mediacom will not use, disclose, or permit access to Customer's CPNI except in connection with the provision of services from which such information is derived, or as authorized or required by federal law, or as expressly authorized by Customer. The Federal Communications Commission ("FCC") has adopted additional rules in 47 C.F.R. § 64.2010 that would restrict our ability to disclose certain information to or permit certain changes to accounts by inbound callers or visitors to our offices, and that would regulate our ability to provide customers with account access over online portals. However, the FCC permits business customers and their telephone service providers to agree to more flexible customer authentication methods that are better suited for an efficient business relationship. Customer hereby agrees that its dedicated account representative assigned by Mediacom and Mediacom's personnel who are responsible for commercial accounts may disclose your CPNI or make changes to your account at the request of persons that they reasonably believe to be your authorized representatives, that Mediacom may provide online access to your CPNI in any commercially reasonable manner, and that the requirements of Section 64.2010 of the FCC's rules shall not apply to the relationship between Mediacom and Customer.

**9. Mediacom Online Service****9.1 Services**

The Services may be used only by Customer's authorized users while physically present at a Service Location or Premises, except that Customer may allow its employees to also access the Service through Customer's internal network from authorized remote locations. The only authorized users of the Service are your employees and persons whom you allow to use the Service while at a Service Location in furtherance of a commercial relationship with you. Neither you nor any User may directly or indirectly (i) resell the Service to any person in any manner, or (ii) use the Service in support of or otherwise in connection with the sale of any telecommunications, Internet access or television or other video or music service to third parties. Customer is responsible for providing technical or other support required by any User. "User" means you and any other person that uses or accesses any Service, whether or not authorized. You are responsible for restricting use of the Service to authorized Users for authorized purposes. Without limiting the generality of the foregoing, if Customer permits or makes possible use of the Service by any person under eighteen, Customer is responsible for such use and agrees to hold Mediacom harmless from such use. Mediacom recommends that any such use by a minor be permitted only under the supervision of a responsible adult. Inclusion in this Agreement of references to Users does not give any User any right or remedy.

**9.2 IP Addresses**

Unless the ISP Features expressly include assignment of static IP addresses, IP addresses related to the Service will be dynamically assigned. IP addresses are subject to the policies and procedures of any third party from whom Mediacom obtains such addresses and of the Internet Assigned Numbers Authority, the registrar authorizing the use of the IP addresses, and the Internet Engineering Task Force, the issuing registrar. Mediacom makes no representations or warranties regarding: (i) the ability to obtain or to continue to use any particular IP addresses, or (ii) the route ability of any IP addresses. Customer's use of all IP addresses allocated to Customer by Mediacom must cease upon expiration or termination of this Agreement. All IP addresses assigned by Mediacom will continue to be the property of Mediacom or its suppliers, are not transferable by Customer and must be relinquished by Customer upon the expiration or termination of this Agreement.

**9.3 Acceptable Use Policy**

(a) Use of the Service by each User must comply with Mediacom's Business Acceptable Use Policy (the "BAUP"). The BAUP is posted online at [business.mediacomcable.com/baup](http://business.mediacomcable.com/baup) and any future changes will be posted there or at another Webpage we designate by notice to Service customers. Since the BAUP may be revised periodically, Customer and other Users should regularly visit the appropriate webpage to be sure the most recent version is being followed. The Service shall not be used by Customer or any other User in any way that violates any law, infringes, violates or constitutes a misappropriation of any person's intellectual property, publicity, privacy or other legally protected rights, otherwise violates the BAUP, interferes with the use of the networks and services of Mediacom by any other customer or subjects Mediacom or any of its

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suppliers, contractors, agents or affiliates to liability. Mediacom shall not be liable to Customer or any other User for any action we take if we believe that Customer or any other User has violated the BAUP, any law or regulation or any third party rights. Customer agrees that those actions may include immediate suspension or termination of the Service or removal of or restriction of access to content or material. We may take those actions without notice to Customer or any other User. The Service may also be subject to blocking if used in a manner that places a disproportionate burden on the Mediacom Network or any of the Shared Networks, impairs services received by other customers or otherwise adversely affects Mediacom, its service providers or any of the Shared Networks. (b) Subject to applicable law, Mediacom may, at any time and periodically modify or replace our Acceptable Use Policy. Mediacom will give Customer at least ten days' prior notice of any such changes that, in our good faith judgment, materially adversely affect Customer's rights or obligations under this Agreement or otherwise with respect to the Service, except that shorter advance notice may be given if We believe reasonably and in good faith that We or the Service might be adversely affected if longer notice were given. We will give notice by a posting at [business.mediacomable.com/baup](http://business.mediacomable.com/baup) (or another Web location of which Customer is notified) or via e-mail, postal mail or another appropriate means. Customer will ensure that all Users are informed of and comply with the terms of this Agreement, including Mediacom's AUP. Customer will be liable for any non-compliance by any User.

**9.4 Risks of Internet Usage**

The Service enables access to the Internet and, therefore, to the Websites and content of third parties, some of which may be offensive to Customer or some Users or may violate law or protected rights of others. Third parties may misuse the Internet, including to promote fraudulent schemes or to sell products or services that are misrepresented. Mediacom has no responsibility or liability with respect to the Websites, information, products, services, content or other materials of third parties that are accessed, distributed, provided or advertised through or over the Service. Technological characteristics of the Internet and methods of access may create the risk that third parties will gain unauthorized access to a User's computer, files and communications or learn about the User and his, her or its activities. Use of the Internet may result in the introduction into Customer's or a User's computers or internal network of computer viruses or other harmful elements. The foregoing is not an exhaustive list of the risks associated with Internet access and Customer fully understands those risks. It is Customer's or each User's sole responsibility to prevent and detect unauthorized access, to protect against damage to or destruction of hardware, software, files and data because of infection by computer virus or other harmful attacks and other risks. Mediacom is not responsible or liable for the actions of third parties or harm, loss, damage or other consequences to Customer or Users resulting from such actions. Use of the Service is at your and each User's own risk, whether or not you use any security, antivirus or other software, technology or method at our recommendation or otherwise.

**10. Termination**

If either party materially breaches its representations, warranties, covenants, agreements or obligations under this Agreement, the other party may terminate this Agreement upon at least thirty days' prior written notice, unless such breach is cured within the notice period. If the breach is of such a nature that it cannot reasonably be cured within the notice period, but it is curable and the party in breach promptly begins and diligently continues to cure it, there shall be a reasonable additional period to complete the cure. Failure by Customer to make any payment due or a breach of Section 2, 6, 7 or 20.11 of this Agreement shall constitute a material breach that shall not be curable. Initial and continued availability of any Service is conditioned upon compliance by Customer with this Agreement, including all incorporated terms, and completion by Mediacom of the necessary and desirable construction, installation and other work. Mediacom may terminate its obligation to activate or provide any Service if it encounters unanticipated or higher than expected costs or expenses. Mediacom, in its discretion, may terminate this Agreement in whole or as to one or more Services at any time upon at least 60 days' prior written notice.

**11. Effects of Termination**

Upon expiration or termination of any Service or this Agreement for any reason (i) Customer must pay all accrued and unpaid fees and charges; (ii) Mediacom's access rights granted above shall continue for the period reasonably required (but in no event less than 120 days) for Mediacom to recover its property from the Premises; (iii) Customer and End Users must return all Mediacom-furnished equipment, software or other items (except Purchased Equipment) in good condition, ordinary wear and tear resulting from proper use excepted; (iv) subject to all applicable limitations and exclusions, all rights or remedies arising out of a breach of this Agreement shall survive for the applicable statute of limitations; and (v) the provisions of this Agreement which state that they survive or which reasonably should be expected to survive expiration or termination (including any provisions relating to disclaimers, limitations or exclusions of warranties and liability, confidentiality or indemnification) shall survive indefinitely.

**12. Warranty Disclaimer**

To the maximum extent permitted by law, Mediacom disclaims all warranties not expressly and specifically set forth herein, whether express or implied, including any warranty of merchantability or fitness for a particular purpose, that Mediacom's systems, equipment, software or services will be free of errors, outages or defects, as to upstream or downstream transmission speed or arising from course of dealing or practice.

**13. Outages, Etc.**

Mediacom shall not be liable for any outage, loss of functionality, interruption, deficiency in quality, speed or reliability of or other defect or deficiency in any Service (an "outage or defect") or any consequence that, directly or indirectly, in whole or in part, is caused by or results from any force majeure event or any act or omission of Customer, any End User or any other third party. If any outage or defect is caused solely by the willful misconduct or gross negligence of an authorized employee or agent of Mediacom, then Mediacom's sole liability and responsibility shall be (i) to use commercially reasonable efforts to correct the problem within a reasonable time and (ii) if such outage or defect causes the Service to be unavailable to all or substantially all of the Premises for twenty-four consecutive hours or more, to allow Customer a credit against future Monthly Service Fees for such Service equal to one-thirtieth of the Monthly Service Fee for each period of twenty-four consecutive hours of interruption, with a maximum of three credits in any calendar month. This Section supplements, and does not supersede, modify or otherwise affect, any other exclusions, disclaimers or limitations of liability in this Agreement.

**14. No Consequential Damages**

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or other legal or equitable theory or cause of action) for any indirect, incidental, consequential, reliance, special or punitive damages (or similar damages, however denominated) directly or indirectly arising out of, resulting from or relating to this Agreement or

## **MEDIACOM BUSINESS**

its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service, even if aware that they could result. This Section shall survive failure of any other disclaimer, exclusion or limitation or a finding of failure to provide an effective remedy. "Mediacom Parties" means Mediacom and its stockholders, partners, members, affiliates, directors, officers, employees, contractors, agents or representatives.

### **15. Limit On Direct Damages**

To the maximum extent permitted by law, Customer agrees that none of the Mediacom Parties shall be liable (whether based on contract, warranty, negligence, strict liability or any other legal or equitable theory or cause of action) for damages directly or indirectly arising out of, resulting from or relating to this Agreement or its subject matter, performance, nonperformance or breach, any of the Mediacom Facilities or any Mediacom Service in an amount that is, in the aggregate, for any and all persons and any and all claims, in excess of the lesser of (i) the Monthly Service Fees actually paid to Mediacom by Customer during the three months ended most recently before the date liability for such damages arose or (ii) Five Hundred Dollars.

### **16. Essential Element Of The Bargain**

Each of the parties waives any claim for damages or costs excluded under this Agreement or in excess of any limit contained in this Agreement. The provisions of Sections 12, 13, 14 and 15 and this Section 16 are essential elements of the bargain reflected in this Agreement and the parties intend for them to be strictly enforced. If, in a final decision of a court having jurisdiction (not subject to further appeal), it is nonetheless held that any of the disclaimers, exclusions or limitations contained herein may not be enforced, then in such jurisdiction the liability of Mediacom (or any of the other Mediacom Parties) to any and all persons for any and all claims shall be limited to the smallest amount permitted by applicable law.

### **17. Indemnification**

Customer agrees to indemnify, defend and hold harmless each of the Mediacom Parties for, against and from any and all claims, demands, damages, losses, penalties, actions, proceedings, costs and expenses, including attorneys' fees, directly or indirectly arising out of, resulting from or relating to (i) Customer's breach of this Agreement, (ii) injury to person or property or loss of life or property resulting from the condition or use of the Premises, unless directly caused by the gross negligence of Mediacom or its contractors, agents or representatives while acting within the scope of their employment, (iii) damage or loss to Mediacom or its affiliates or the Mediacom Facilities caused in whole or in part by Customer or any of its contractors, agents or representatives or any End User or other person in any Unit, (iv) noncompliance with any of the Subscriber Terms by any End User or other user of any Service or (v) any other act or omission of Customer or any of its contractors, agents or representatives.

### **18. Liquidated Damages**

The parties agree that it would be exceedingly difficult to accurately measure the damages from Customer's breach of its obligation to purchase any Service for the full Service Term or obligations under Section 9. In the event of any such breach, Mediacom, in addition to exercising its termination rights, may elect as a remedy payment by Customer to Mediacom, as liquidated damages and not as a penalty the product of 75% of the combined Monthly Service Fees for the Services multiplied by the number of months remaining in the Service Term.

### **19. Arbitration**

(a) Any and all claims or disputes (a "Claim"), including any past, present or future claims or disputes shall be resolved, upon the election of either you or us, by binding arbitration pursuant to this Arbitration Provision and the procedures of the National Arbitration Forum ("NAF") <http://www.adrforum.com/> or the American Arbitration Association ("AAA") <http://www.adr.org/>, as selected by the party electing to use arbitration. (b) If you do not wish to be bound by this arbitration clause, you must notify Mediacom in writing within 60 days after receiving a copy of this Agreement (Mediacom Legal Department, 100 Crystal Run Rd., Middletown, NY 10941). (c) Whoever files the arbitration pays the initial filing fee. The arbitrator will decide who will ultimately be responsible for paying those fees. In no event will you be required to reimburse us for any arbitration filing, administrative, or hearing fees in an amount greater than what your court costs would have been if the Claim had been resolved in a state court with jurisdiction. (d) Any arbitration and its results shall be kept confidential, except as required by law or to enforce the award. (e) The arbitrator shall strictly enforce this Agreement and may not modify its terms. Except to the extent provided by substantive law, the arbitrator may award only damages or costs specifically permitted by this Agreement which are supported by admissible evidence and must apply all exclusions, disclaimers and limitations of liability contained herein. The arbitrator's decision is final and binding on all parties and may be enforced in any federal or state court with jurisdiction. (f) Neither party is precluded from seeking interim injunctive relief from a court in order to preserve the status quo, prevent irreparable harm or protect assets or property until the arbitrator has been appointed and decided the matter of interim relief or resorting to court proceedings to enforce the other party's compliance with this Section 19. Nothing in this Section shall affect Mediacom's right to suspend or terminate this Agreement or any Service for non-payment or preclude it from bringing an action in court having jurisdiction to collect unpaid amounts plus its collection costs, including attorneys' fees. (g) If any provision of this arbitration agreement should be found invalid or unenforceable by an arbitrator or court having proper jurisdiction, such a determination shall not affect the enforceability of the remaining provisions, which shall continue in full force and effect. However, this entire Section 19 shall be null and void with respect to any Claim if the "Class action waiver" paragraph above is held to be invalid or unenforceable with respect to such Claim by an arbitrator or court having proper jurisdiction.

### **20. Miscellaneous**

#### **20.1 Independent Contractors; No Agency; Service Changes; Service is Non-Exclusive**

The parties are independent contractors. Neither party shall have the authority to act for or to assume, create or incur any liability or obligation binding upon the other party. Subject to mandatory, nonwaivable applicable law and the express provisions of this Agreement, Mediacom (i) may change the terms, conditions, restrictions and policies applicable to any Service or add, delete, discontinue or change the composition, features, specifications and functionality of any Service; and (ii) otherwise retains sole and absolute discretion as to all aspects of and matters relating to any Service. Without limiting the generality of the foregoing, Mediacom (i) may alter the CATV Service (if separate), add or delete programming networks or services or require use of a digital converter or other CPE to receive any or all networks or services, (ii) does not guarantee the

## **MEDIACOM BUSINESS**

availability or continued availability of any programming service, network, program, Website or content and (iii) may institute or change limits on number and storage capacity of e-mail accounts and personal Webspaces, impose charges for bandwidth usage exceeding specified levels or take other actions that affect any Service's speed or other characteristics. Each Service is provided to Customer on a non-exclusive basis.

### **20.2 Force Majeure**

Mediacom shall not be liable by reason of any failure or delay in the performance of its obligations because of strikes, shortages, fire, flood, weather, war, riot, terrorism, governmental action, labor conditions, earthquakes, interruptions in telecommunications services, Internet access, utilities or other services, acts or omissions of suppliers, carriers or other third parties, acts of God or any other cause beyond its reasonable control, whether or not similar to the foregoing.

### **20.3 Persons Bound; Assignability; No Third Party**

#### **Beneficiaries**

This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives and permitted assigns. Customer may not assign or delegate this Agreement or any of its rights or obligations hereunder, in whole or in part, without the prior written consent of Mediacom; provided, however, that Customer shall make the written assumption of this Agreement a condition of any sale, transfer or assignment of the Premises and shall notify Mediacom in the event of any such sale, transfer or assignment. Whether or not Customer complies with its obligation to require such assumption, the rights granted to Mediacom shall run with the land and this Agreement shall bind each and every owner of the Premises. Mediacom may assign this Agreement or assign, delegate or subcontract any of its rights or obligations hereunder to any of its affiliates, any successor (by sale of assets, merger or otherwise) to ownership or operation of the System or other person. No End User or other person is a third party beneficiary of this Agreement. Customer shall not be a third party beneficiary of any contract, agreement or arrangement between Mediacom and any End User.

### **20.4 Severability**

If any provision of this Agreement or its application to any person or circumstance is held by a court with jurisdiction to be invalid or unenforceable, the remaining provisions, or the application of such provision to other persons or circumstances, shall remain in full force and effect. Such court may substitute a suitable and equitable provision to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and, if the court does not do so, the parties shall negotiate in good faith to agree upon such a provision. Any provision that is judicially unenforceable in any jurisdiction shall not be affected in any other jurisdiction.

### **20.5 Governing Law; Waiver of Jury Trial; No Class**

#### **Actions**

This Agreement shall be governed by the laws of the State in which the Premises are located; however, the Federal Arbitration Act shall govern the arbitrability of disputes regarding this Agreement and any Service. Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any action, suit or proceeding arising out of or relating to this Agreement. To the maximum extent permitted by applicable law, the parties agree that there shall be no right to have any Claim litigated or arbitrated on a class action basis or as a claim brought in a purported representative capacity on behalf of persons similarly situated or the general public.

### **20.6 Entire Agreement**

Customer accepts, and agrees that any Service shall be subject to, the Subscriber Terms, as they from time to time may be in effect and modified or replaced from time to time by Mediacom, with the same effect as though incorporated herein and as if Customer were a customer thereunder, except that any arbitration or payment provisions thereof are not incorporated. In the event of any conflict between the express provisions of the Subscriber Terms incorporated herein and the express terms of this Agreement other than such incorporated provisions, the express terms of this Agreement shall apply. This Agreement (including all incorporated terms) is the entire agreement between the parties pertaining to its subject matter. No course of dealing or practice shall be used to interpret, supplement or alter the express written terms of this Agreement. The statements made by a party otherwise than in an express written provision of this Agreement are not representations or warranties and do not create obligations. By entering into this Agreement, Mediacom does not waive or impair any easement, license or rights it or any of its affiliates may have to access to the Premises for any purpose under federal, state or local law, by contract or otherwise, and this Agreement does not supersede any other agreement by which any such easement, license or right is granted.

### **20.7 Amendments; Waivers; Counterparts**

Amendments of this Agreement must be in writing and signed by both parties. No failure or delay in exercising any power, right or remedy will operate as a waiver. A waiver, to be effective, must be written and signed by the waiving party. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. To be effective, any amendment or waiver on behalf of Mediacom must be signed by a duly authorized officer of Mediacom at the level of Vice President or above.

### **20.8 Specific Performance**

Customer acknowledges that if it breaches any of its obligations under any of Sections 2, 6, 7, 8, 9 or 20.11 of this Agreement, Mediacom will be irreparably harmed and damages will be inadequate to compensate Mediacom for such breach. Accordingly, without limiting any other right or remedy of Mediacom, Mediacom shall be entitled to specific performance or injunctive relief if there is any breach or threatened breach thereof. This does not preclude Mediacom from seeking specific performance or injunctive relief in any other circumstance.

### **20.9 Remedies Are Cumulative**

Unless otherwise expressly stated in this Agreement, all remedies (including suspension and termination rights) available under or with respect to this Agreement are cumulative and in addition to all other remedies, if any, available at law or in equity. The prevailing party in any litigation or arbitration between the parties arising out of this Agreement shall be entitled to recover its court costs and reasonable attorneys' fees.

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BUSINESS**

**20.10 Binding Agreement**

Customer represents and warrants that it has all necessary right, power and authority to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, Customer. The foregoing representation and warranty shall survive the execution, delivery, expiration or termination of this Agreement.

**20.11 No Disclosure of Terms, Etc.**

Customer shall not disclose to any third party the specific terms of this Agreement or any other information that Mediacom has provided or hereafter may provide to Customer and that is marked as confidential or proprietary or that because of its nature should reasonably be considered to be confidential or proprietary information of Mediacom or any third party, other than disclosure under an obligation of confidentiality to (i) its officers, employees, accountants and attorneys who need to know such information to perform their duties for Customer or (ii) any purchaser or bona fide prospective purchaser of the Premises.

**20.12 Notices**

Any notice required or permitted to be given to a party under this Agreement shall be in writing and shall be deemed given when delivered personally, the next business day after being sent by reliable overnight courier or forty-eight hours after it is deposited in the United States mail with registered or certified mail postage prepaid, in each case addressed to such party at its notice address below its signature to this Agreement or another address designated by at least ten days' prior written notice to the other party.

**20.13 Certain Rules of Interpretation; Further**

**Assurances**

This Agreement shall be interpreted according to its fair meaning and not strictly for or against either party, regardless of authorship. All definitions apply equally to the singular and plural forms of the terms defined. Unless the context otherwise unambiguously requires, the word "or" means "and/or." The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "person" shall be broadly construed and includes any natural person, any corporation, trust, association, limited liability company, partnership, joint venture or other entity and any government or governmental agency, authority, body, instrumentality or subdivision. Whenever the context requires, any pronoun shall include the corresponding masculine, feminine and neuter forms. Headings in this Agreement shall not affect the interpretation of this Agreement. The parties shall cooperate with each other in carrying out the purposes of this Agreement and use their commercially reasonable efforts to cause third parties with whom they deal and whose cooperation is necessary to likewise cooperate.

**20.14 Regulatory Change**

If there is any change in any applicable law, rule or regulation or the interpretation thereof by any regulatory agency, court or other governmental entity or authority or any decision in any judicial or administrative case or arbitration which, in the reasonable opinion of Mediacom, would make the provision of any Service illegal or might, if Mediacom continued to perform this Agreement, subject Mediacom or any of its affiliates to any penalty, liability or new or increased regulation, require that Mediacom or any of its affiliates make any of its networks or facilities available to third parties, render the performance of this Agreement by Mediacom unprofitable or burdensome or subject Mediacom or any of its affiliates to any other adverse consequence, Mediacom may require that this Agreement be renegotiated in good faith to ameliorate the adverse effects of such change or decision to the extent reasonably possible or may terminate this Agreement upon written notice to Customer given at any time after such change or decision.

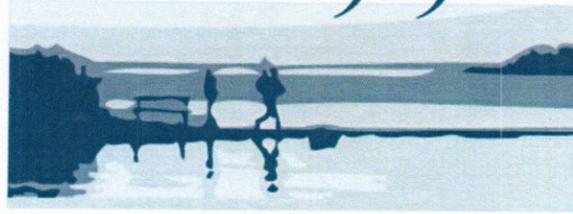


Madam Chair; Peggy Clayton  
20356 Wendigo Park Road  
Grand Rapids, MN 55744  
Phone 218-326-1551

Supervisor Dennis Kortekaas 326-1882  
Supervisor Mike Schack 340-8852  
Supervisor Ken Haubrich 327-1351  
Supervisor Jim Kelley 327-0317  
Treasurer Becky Adams 259-1192  
Clerk Cari Ann Alleman 244-5070  
Deputy Clerk Kati Pierce 256-7411  
[harristownshipclerk@gmail.com](mailto:harristownshipclerk@gmail.com)

# Harris Township

SINCE 1909



NEIGHBORS, SHORES & MORE

## Mission Statement:

The Harris Town Board strives to enhance the quality of life, protect the environment, and maintain economic stability for the residents of their community.

[www.harristownshipmn.org](http://www.harristownshipmn.org)

December 12, 2018

Mrs. Marilyn A. Sanders, Chicago Regional Director  
Chicago Regional Census Center  
175 W Jackson Blvd, Suite 600  
Chicago, IL 60604

Dear Mrs. Sanders,

Harris Township will create a Complete Count Committee within our community. Cari-Ann Alleman will be the first point of contact for the Census Bureau. Her contact information is Cari-Ann Alleman 28950 River View Drive Grand Rapids MN 55744; Phone number is 218-244-5070.

We look forward to working with the Census Bureau to make sure our count is complete and accurate and cost effect in 2020.

We will be putting up the fliers for the positions available in our Town Hall and all of our community bulletin boards.

We request a Complete Count Committee Training in February of 2019.

We appreciate all you do to make sure this is correct. We look forward to working with you.

Sincerely,

Harris Town Board

Peggy Clayton  
Jim Kelley  
Ken Haubrich  
Mike Schack  
Dennis Kortekaas  
Cari-Ann Alleman, Clerk

# Apply Online!

**Join the 2020 Census Team!  
Be a part of History!**

**2020census.gov/jobs**

**1-855-JOB-2020  
(1-855-562-2020)**

**Federal Relay Service: (800) 877-8339 TTY / ASCII  
[www.gsa.gov/fedrelay](http://www.gsa.gov/fedrelay)**

The Federal Relay Service (FedRelay) provides telecommunications services to allow individuals who are deaf, hard of hearing, and/or have speech disabilities to conduct official business with and within the federal government.

The U.S. Census Bureau is an Equal Opportunity Employer.



November 6, 2018

Town Board  
Town of Harris  
20876 Wendigo Park Road  
Grand Rapids, MN 55744

We are pleased to serve as your independent auditors for Town of Harris (the "Town") for the year ended December 31, 2018. The purpose of this Engagement Letter (this "Letter") is to review certain details of our engagement.

### **Audit Services**

We will audit the financial statements and the related notes to the financial statements governmental activities and general fund of the Town. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Employer's Contributions
3. Schedule of Employer's Share of Net Pension Liability

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States and will provide an opinion on it in relation to the financial statements as a whole:

1. Combining Balance Sheet – General Fund
2. Combining Statement of Revenues, Expenditures and Changes in Fund Balance – General Fund

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States. Our audit will be conducted in accordance with auditing standards generally accepted in the United States (GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town's financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that some material misstatements may exist and not be detected even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of law or government regulations that do not have a direct and material effect on the financial statements. However, we will inform the Town's management and you of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the Town's management and you of any violations of law or government

regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

We cannot perform management functions or make management decisions on behalf of your Town. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application and may assist in the preparation of the Town's financial statements, but the responsibility for the financial statements remains with management.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States.

Management is also responsible for making all financial records and related information available to us, for the accuracy and completeness of that information, and for providing us with (a) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and

(c) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the Town involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, will be discussed with Becky Adams. Timely completion of this work will facilitate the completion of our engagement.

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.

If the Town intends to reproduce or publish these financial statements, or any portion thereof whether in paper or electronic form subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our

review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. The Town agrees to compensate Wipfli for the time associated with such review.

### **Annual Forms and Reports**

Our engagement will include the preparation of 2018 Minnesota State Reporting Form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

### **Other**

We may prepare a draft of your financial statements and related notes. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

You are responsible for assuming all management responsibilities and for overseeing these services by designating an individual, preferably within senior management, with suitable skill, knowledge, and/or experience. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for them.

Our fees will be billed as work progresses, and progress billings may be submitted. The fee for this engagement will be \$7,225. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission. Interest at the lesser of 1% per month or the maximum rate permitted by law, except where prohibited by law, will be charged on the portion of your balance that is over 30 days.

This engagement includes only those services specifically described in this Letter; any additional services not specified herein will be agreed to in a separate letter. This engagement is separate and discrete from our engagement to audit any prior or future years, and any such engagements are or will be covered by a separate engagement letter. In the event you request us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against the Town or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to the Town, any of our professional project team members, as necessary, to provide quality and timely service to the Town. From time to time, and depending upon circumstances, personnel from affiliates of Wipfli and other Wipfli-related entities or any of their respective affiliates or from independent third-party service providers (including independent contractors) may participate in providing services related to our engagement hereunder. In addition, Wipfli may utilize cloud-based services in connection with the delivery of certain services. Solely for the purpose of rendering services hereunder, the Town acknowledges that we may share with these parties information obtained in the course of rendering our services. Wipfli remains committed to maintaining the confidentiality and security of the Town's information, and accordingly, Wipfli maintains internal policies, procedures, and safeguards to protect the confidentiality of client information and, in addition, ensures that our agreements with all service providers appropriately maintain and protect the confidentiality of the Town's information. Some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

The working papers prepared in conjunction with our audit are our property and constitute confidential information. They will be retained by us in accordance with our policies and procedures. All of the Town's original records will be returned to management at the end of this engagement. Our working papers and files are not a substitute for the original records the Town should retain. We understand that we are authorized to respond directly to inquiries from the cognizant agencies including requests to review audit workpapers. Access to the requested workpapers will be provided to the cognizant agencies under the supervision of Wipfli LLP's audit personnel and at a location designated by our firm. We will notify you of any such inquiries or requests and of our reply thereto.

Rob Ganschow will be your audit engagement partner. Michelle Swoboda will be your relationship executive.

Professional and certain regulatory standards require us to be independent, in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

Whenever possible, each provision of this Letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision is deemed prohibited, invalid, or otherwise unenforceable, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Letter. Further, the provisions of the foregoing sentence shall not invalidate the remainder of this Letter. This Letter shall be construed and governed in accordance with laws of the state in which the Wipfli office issuing this Letter is located, as determined by the address indicated on this Letter, and proper jurisdiction and venue for any matter hereunder shall be the state or federal courts of that state.

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Sincerely,



Wipfli LLP

ACCEPTED: TOWN OF HARRIS

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_





J

**Pokegama Sub**

Dear Lake Country Power Member,

Lake States Tree Service (LSTS) has been contracted to do routine vegetation management for Lake Country Power's Distribution lines in the Pokegama/Sugar Lake- near Grand Rapids area. This work involves trimming and removal of danger trees to provide proper clearance and safety from the power lines, and selective herbicide treatment of brush and stumps within easements, where applicable.

This work will be completed, at no cost to the land-owner, as part of the maintenance specification of Lake Country Power and is **scheduled to begin January 2019 and to be completed by December 31, 2019.**

If you have any questions or concerns, Lake States Tree Service contacts have been listed below for your convenience. **Please respond within 7 days, without a response, we will proceed with work as planned.**

General Foreman  
Jay Oukrop  
Certified Arborist  
Licence # MN-4184A  
218-259-4843  
[joukrop@lstree.com](mailto:joukrop@lstree.com)

General Foreman  
Bob McKenney  
218-259-7547  
[bmckenney@lstree.com](mailto:bmckenney@lstree.com)

Thank you,  
Lake States Tree Service  
25172 Commercial Drive  
Grand Rapids, MN 55744

**Lake States Tree Service, Inc.**

Please proceed with care in your vegetation control to brush and tree species within the power line easement which crosses my property. Take special note of:  Gardens  Ornamental Trees and Shrubs  Grazing Cattle  
 No concerns  Other Precautions \_\_\_\_\_

I understand that this vegetation control will be performed at no cost to me if it meets the routine maintenance specification of Lake Country Power.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**Physical address of property in above circuit**

\_\_\_\_ Please mark if any access points, trails, roads, etc. on your property are accessible for us to use to gain access to the right-of-ways and we will be in contact with you.

Interested in wood chips (where applicable) when crews are in the area? Y N

**FILL OUT AND RETURN TO LAKE STATES TREE SERVICE**

Lake States Tree Service  
25172 Commercial Drive  
Grand Rapids, MN 55744



# **NOTICE:**

## **Harris Town Board**

### **NOTICE OF A POSSIBLE QUORUM of the Harris Township Supervisors**

Board members of Harris Township will be attending the Itasca County  
Township Association.

14 January

11 February

11 March

8 April ----- Annual meeting at Bowstring Township Hall

13 May

10 June

8 July

12 August

9 September

7 October

4 November

9 December

The Harris Township Board of Supervisors will not conduct, take any  
action concerning Harris Township Business during this event.

**Posted 12/12/18**

Cari Ann Alleman, Clerk



**Harris Township**  
**RESOLUTION No. 2018-011**

**RESOLUTION DESIGNATING ANNUAL  
POLLING PLACE**

**WHEREAS**, it is important that citizens exercise their right to vote at their local polling place;

**WHEREAS**, Minn. Stat. 204B.16 requires the town board to designate its local polling place for elections annually;

**NOW THEREFORE BE IT RESOLVED** by the Harris Town Board, Itasca County, Minnesota, that the town board hereby designate Harris Town Hall at 21998 Airport Road Grand Rapids, Minnesota, Itasca County, as its polling place in 2018.

**BE IT FINALLY RESOLVED**, that the township notify residents of this designation by following the requirements of Minn. Stat. 205.16.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By the Board,

\_\_\_\_\_  
Town Chairman, Peggy Clayton

Attest: \_\_\_\_\_  
Town Clerk, Cari Ann Alleman

State of Minnesota    )  
                                  ) ss  
County of Itasca        )

I, Cari Ann Alleman, the Town Clerk of Harris Township, Itasca County, Minnesota, hereby certify that I have compared the foregoing copy of the Resolution of the Town Board of said Township with the original record thereof on file with the town clerk, as stated in the minutes of the proceedings of said Board at their meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said Board at said meeting.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
CARI ANN ALLEMAN, HARRIS TOWN CLERK



DM

**Cari Ann**

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**From:** Nick Schrapp, GRALA Vice President <vp@grmnlax.com>  
**Sent:** Monday, November 19, 2018 10:03 PM  
**To:** harristownshipclerk@gmail.com  
**Subject:** GR Lacrosse

Dear Cari:

As we discussed on the phone today, I would like to inquire about using the Crystal Springs Park this spring for various levels of youth lacrosse practice. I would also like to request the use of Wendigo Park potential as an alternative site. This would be for the Grand Rapids Area Lacrosse Association and is not affiliated with ISD 318. Because of the lack of practice fields for spring sports we are having to consider some new options. Using Google Earth I did some quick measurements of the green space and it appears we could possibly fit 3 fields, as a full size field is 110 x 60 yards.

Our request includes the following:

- Start using the park in the spring as soon as it firms up enough from spring thaw until approximately June 1.
- Stripe at least one field with the potential of 2 more.
- Practice on the fields from approximately 4pm to 7pm, 4 to 5 nights a week.

If you have questions please feel free to contact me. My cell number is 218.244.5846.

I look forward to hearing back from you.

Thank you for your consideration  
Nick Schrapp  
GRALA VP

Get [Outlook for Android](#)



## Cari Ann

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**From:** Cole, Renee J <Renee.Cole@itascacc.edu>  
**Sent:** Monday, December 10, 2018 8:35 AM  
**To:** harristownshipclerk@gmail.com  
**Subject:** Wendigo Park & Crystal Springs

Hello,

I am Renee Cole, the Boy's Soccer Coordinator, for the Grand Rapids Area Soccer Club. I attended the meeting in November and presented to the board regarding utilizing the field space at Crystal Springs Park for soccer practice. I would also like to inquire about field space at Wendigo Park as a second option. I do not know this park as well but am told there is plenty of flat areas to host soccer practices. Again, if you would maintain the mowing, we can maintain the painting of the lines. Please let me know if this is an option or if I need to present to the board again.

Thank you!

*Warmly,  
Renee Cole*

*To accomplish great things, you must not only act, but also dream, not only plan, but also believe. - Anatole France*

**Renee Cole, RN, MSN**  
Practical Nursing Instructor  
Itasca Community College  
[renee.cole@itascacc.edu](mailto:renee.cole@itascacc.edu)  
**218-322-2386** or **218-259-4955**