CABLE FRANCHISE RENEWAL
A Primer on Federal Law and Key Franchise Issues

2012 NATOA Annual Conference
New Orleans, LA
September 27 - 29, 2012

Brian T. Grogan
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
612-877-5340 (phone)/612-877-5999 (fax)
GroganB@moss-barnett.com
www.municipalcommunicationslaw.com
FRANCHISE RENEWAL - CURRENT FEDERAL LAW

In 1984, Congress passed a law that was intended to provide cable operators with a fair opportunity to obtain renewal. To that end, the Cable Communication Policy Act of 1984 - the "Cable Act" - establishes two possible ways a community can respond to a request for franchise renewal: informal renewal negotiations and the statutory formal renewal process.

Under the informal process, Congress contemplated that a city and a cable operator will meet informally and attempt to resolve franchise issues through negotiation. If the issues are resolved a city can, after providing the public with an opportunity for comment, adopt a renewal franchise. An informal renewal proposal can be rejected at any time by either party and there are no deadlines or other timeframes applicable to either party in informal negotiations.

Alternatively, either the cable operator or the city can invoke the more formal renewal procedures set out at 47 U.S.C. § 546(a)-(g). These "formal" procedures were intended by Congress to afford cable operators the opportunity for a fair hearing on renewal proposals. At the same time, the formal procedures ensure that a city can deny renewal if a cable operator has performed poorly in the past, or is not qualified, or is not willing to make a reasonable proposal to meet the community's needs and interests for the future. Under the formal process, the city is given authority to define the needs and interests of the community. It is up to the cable operator to then submit a proposal that is "reasonable" to meet the community's cable-related needs and interests, taking into account the costs of meeting those needs and interests. The focus is the entire community, not just the individual subscribers currently receiving service.

The legislative history of the 1984 Cable Act explains:

*The ability of a local government entity to require particular cable facilities (and to enforce requirements in the franchise to provide those facilities) is essential if cable systems are to be tailored to the needs of each community [and the legislation] explicitly grants this power to the franchising authority.*

---

1 47 U.S.C. § 521 et. seq.
3 1984 House Report at 26, 1984 U.S.C.C.A.N. at 4663. Congress intended that: "the franchise process take place at the local level where [local] officials have the best understanding of local communications needs and can require cable operators to tailor the cable system to meet those needs." 1984 House Report at 24, 1984 U.S.C.C.A.N. at 4661. However, the Cable Act does not give local governments
More specifically, the formal renewal process under the Cable Act is a four-stage process. In the first stage, a city must conduct a proceeding to identify future, cable-related needs and interests of the community, and to review the past performance of the cable operator(s) serving the community. Once that proceeding is complete, the city may issue a Request for Formal Renewal Proposals (“RFRP”). Because each renewal proposal is evaluated on its own merits, this RFRP cannot simply be a competitive bidding document. The Cable Act specifically allows the City to establish the following requirements in an RFRP:

(a) that channel capacity be designated for public, educational or government use, and channel capacity on institutional networks be designated for educational or governmental use, and may require rules and procedures for the use of channel capacity designated.

(b) for facilities and equipment - the legislative history explains that this includes requirements for institutional networks, studios, equipment for public, educational and government use, two-way networks, and related issues.

The Cable Act also states that “a franchising authority may establish and enforce customer service requirements of the cable operator, and construction schedules and other construction-related requirements, including construction-related performance requirements, of the cable operator.” Many cities maintain that this language permits the city to establish these requirements unilaterally in a franchise (or through a regulatory ordinance), along with various other requirements established pursuant to the city’s police powers and other governmental authority.

In the next stage of the renewal process, the cable operator submits a renewal proposal in response to the city’s RFRP. “Any such proposal shall contain such material as the franchising authority may require.” If a cable operator submits a timely and

unlimited authority to impose conditions on cable operators. For example, it limits local authority to require an operator to carry a specific programming service. 

Id.
proper response, the city has four (4) months to evaluate the proposal, and decide whether to grant renewal based on the proposal or to preliminarily deny renewal.

Finally, if franchise renewal is preliminarily denied, and a cable operator desires it, the city must commence an administrative proceeding. The four issues that are considered in an administrative proceeding are whether:

1. the cable operator has substantially complied with the material terms of the existing franchise and with applicable law;

2. the quality of the cable operator’s service, including signal quality, response to consumer complaints, and billing practices, but without regard to the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

3. the cable operator has the financial, legal, and technical ability to provide the services, facilities, and equipment as set forth in the cable operator’s proposal; and

4. the cable operator’s proposal is reasonable to meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

At the conclusion of the administrative proceeding, which may be heard before the city council or by an appointed hearing officer, written findings of fact should be developed regarding the city’s conclusions. If the operator prevails at the administrative hearing then renewal is granted, presumably on the terms set forth in the operator’s formal proposal. If the operator does not prevail at the administrative hearing, its renewal request has been denied. In that case the operator has the right to pursue a judicial review, most likely in federal district court. The federal court will review the record of the administrative proceeding and determine if the city’s decision was supported by a "preponderance of evidence.”

---

10 The proposal must be submitted by a deadline established by the city. If the operator fails to do so, then its rights are ended.


12 Id.

13 47 U.S.C. § 546(e) A "preponderance of evidence" standard of proof is met if the proposition is more likely be true than not true. In other words, the standard is satisfied if there is greater than 50 percent chance that the proposition is true.
KEY FRANCHISE PROVISIONS TO BE NEGOTIATED IN RENEWAL

1. GRANT OF AUTHORITY

Purpose
This provision will dictate the types of service your cable operator can provide over its cable system. The provision will usually allow the cable operator access to all of your city’s public rights-of-way and easements for the purpose of constructing, operating and maintaining its cable system. The issue is what “services” can the cable operator provide over that cable system.

Cable television franchises typically include regulations relevant only to the distribution of video programming. Since cable operators often desire to provide many other “non-cable services” over their systems, the language in this section must be carefully drafted to ensure the city’s rights with respect to its public rights-of-way are protected.

Issues to Consider
It is prudent to include language in this section specifying exactly what services the cable operator can and cannot provide over the cable system. You may consider a requirement that the cable operator must seek additional approval from your city to provide non-cable services (telecommunications and broadband) to the extent not inconsistent or not preempted by state and federal law. If you authorize the cable operator to provide any and all services it desires over the cable system, you may wish to add provisions to your franchise documentation to ensure that reasonable regulations regarding the provision of such services will be available to protect the rights and interests of your citizens. In addition, be careful that by granting rights beyond the provision of cable services you are not waiving the right to impose fees or taxes on such non-cable services in the future.

Cable Operator’s Perspective
Cable operators typically desire franchise language which will allow them to provide any possible services over their cable systems. These services may include data (broadband) or other electronic intelligence transmissions such as online services, facsimile reproductions, burglar alarms, and telephone services. Cable operators of course will resist any attempt by cities to preserve the right to impose future franchise fees on the revenues derived from the provision of these ancillary services even if the law may eventually allow such fees. The operators will generally argue that they cannot compete with other service providers if such fees may be assessed in the future. The Telecommunications Act of 1996 strengthens the cable operator’s argument since cities cannot prevent the cable operator from providing telecommunications services in a cable franchise, although compensation may still be obtained.
Relevant Law
Section 541(a)(2) of the Cable Act provides that a franchise shall be construed to authorize the construction of a **cable system**. Section 522(7) defines **cable system** as “a facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide **cable service** which includes video programming and which is provided to multiple subscribers within a community . . .” Section 522(6) defines **cable service**, in part, as “the one way transmission to subscribers of video programming, or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.” Finally, Section 522(13) defines **other programming service** as “information that a cable operator makes available to all subscribers generally.”

While an initial review of these definitions appears to support the cable operator’s position that it can provide whatever services it desires over the cable system, the legislative history of the Cable Act supports a more narrow interpretation of the definition of “cable service”.

Making available a cable system for voice communication between cable subscribers would not be a cable service because the information transmitted between the parties would not be generally available to all. Similarly, offering cable system capacity for the transmission of private data such as bank records or payrolls (for instance to and from data processing centers or between the separate locations of a single business in a local area) would not be a cable service because only specific subscribers would have access to this information. . . All services offered by a cable system that go beyond providing generally-available video programming or other programming are not cable services. For instance, a cable service may not include “active” information services such as at-home shopping and banking that allow transactions between subscribers and cable operators or third parties. In general, services providing subscribers with the capacity to engage in transactions or to store, transform, forward, manipulate, or otherwise process information or data would not be cable services.

This legislative history provides strong support for the position that a cable operator is **not** entitled to use its cable system for any purpose it desires unless authorization has been specifically provided. While your city may desire that the cable operator provide ancillary services on the cable system, it is important to retain the necessary regulatory authority to address legitimate health, safety and welfare concerns regarding the cable operator’s use of the public rights-of-way. These regulations may include assessment of a reasonable fee for such use.
The Telecommunications Act of 1996 amended the term “cable service” only slightly by adding "or use" to the definition. This two-word amendment is intended to reflect the evolution of cable to include interactive services such as game channels and information services made available to subscribers by the cable operator, as well as enhanced services. This amendment is not intended to affect federal or state regulation of telecommunication service offered through cable system facilities.

2. FRANCHISE TERM

Purpose
Traditionally, cable operators have desired a lengthy franchise term of fifteen or more years to ensure a sufficiently stable financial future and to allow enough time to earn a return on their investment. Cities typically desire a far shorter franchise term to ensure that the cable system serving their community does not become antiquated and lose pace with the ever changing industry. Those positions have flipped in recent years as cable operators have witnessed several states move to abolish local franchising and operators have shied away from long term commitments. Determining the appropriate length of the franchise term often hinges on the commitments made by the cable operator regarding PEG and related financial obligations.

Issues to Consider
Some cities have used a graduated franchise term in an effort to preserve flexibility. Under this plan, a cable operator will be granted an initial franchise term of five years, then will be rewarded with an additional five to ten year term if certain objective conditions are met. These conditions usually involve compliance with franchise terms or payment of grant funding.

Cable Operator’s Perspective
Cable operators have begun to express a comfort level with a ten year franchise term so long as they have adequate “level playing field” protections contained in the franchise. One possible reason for this change is the belief that as competition continually emerges, franchise obligations will be reduced or eliminated due to reduced regulatory need in the face of true competition.

Relevant Law
There are no express provisions under federal law governing the appropriate length of time for a franchise. The only reference to franchise term is contained in the House Report to the Cable Act on the franchise renewal provision (47 U.S.C Section 546). In the House Report a statement is made that “franchises are granted for a determined length of time - generally ten to fifteen years.”
Prior to adoption of the Cable Act, FCC regulations recommended a fifteen year term. 47 C.F.R. Section 76.31 (note) (1982) (deleted 1985). During the initial franchising phase in the early 1980’s, many cities used the fifteen year term as an industry standard. Several states across the country have also adopted limitations on the length of franchise terms. In the State of Minnesota, the franchise term cannot exceed fifteen years.

One case on the length of a franchise term is Preferred Communications, Inc. v. City of Los Angeles, No. CV 83-5846 C.D. Cal. (Jan. 5, 1990), which held that a five-year franchise term exerted a “potentially chilling effect” on operators and therefore was unconstitutional. It is important to note, however, that in the Preferred case the facts dealt with an “initial” franchise where the cable operator was forced to expend considerable capital to build out the entire system. In the case of franchise renewals, the franchise term will often be dictated based upon the capital investment needed for a system upgrade/rebuild and other long term financial commitments.

3. FRANCHISE FEES

Purpose
The payment of a franchise fee is considered compensation for the use of public rights-of-way and other public property and for the ongoing enforcement and administration of the cable television franchise. The key reason for issuing a franchise is that the cable operator uses the public rights-of-way to string cable and provide service thereby generating a profit. Aside from the city’s responsibility to ensure that the public health, safety and welfare are protected with respect to the cable operator’s use, the city has a legitimate right to obtain fair compensation for allowing a public resource to be used for the benefit of a private company. Failure of a city to collect a franchise fee may mean the residents of the city are in essence subsidizing cable subscribers.

Issues to Consider
While most operators will pay a 5% franchise fee, there is often heated debate regarding the base on which the franchise fee should be paid. Therefore, it is important to pay particular attention to the definition of “gross revenues” and to define this term as broadly as possible. Properly defining “gross revenues” will ensure that the cable operator is required to provide compensation on any and all revenue derived from the operation of the cable system.

Cable Operator’s Perspective
Cable operators also have the right under Section 542 of the Cable Act to identify the franchise fee as a line item on subscriber bills. Therefore, for cities which are not currently assessing a franchise fee, it is quite likely the cable operator will begin
including this fee as a separate line item and may blame any rate increase on the city for imposing an additional tax on cable service.

Cable operators also may argue that imposing a 5% franchise fee places them at a competitive disadvantage with other service providers such as direct broadcast satellite or wireless television operators. Cable operators therefore attempt to include language which will relieve them of franchise fee payment obligations when effective competition exists. Of course, cable operators argue that that competition is already present, while cities may believe otherwise.

**Relevant Law**

Section 542(b) of the Cable Act permits cities to charge up to a 5% franchise fee based on the cable operator's "gross revenues from the operation of the cable system." The House Report indicates that the language "from the operation of the cable system" is not intended to prescribe any particular accounting method but limits the application of the franchise fee to revenues "derived" from the cable system to which the franchise applies.

As originally promulgated in 1972, FCC regulations limited franchise fees to "gross subscriber revenues." In 1977, the FCC amended this rule, changing the revenue base from gross subscriber revenues to "gross revenues from all cable services in the community" and capping the fee at 3%, subject to certain exceptions. Under these FCC rules, all cable revenues, whether from basic television service, pay cable, advertising, auxiliary services, equipment associated with receiving the services, as well as installation charges, were included in the fee calculation. In adopting Section 542 of the Cable Act, the House Report indicates that Congress was cognizant of the FCC's franchise fee methodology and used the same reference to "gross revenues" but simply increased the maximum permissible amount of the franchise fee from 3% to 5%.

### 4. CUSTOMER SERVICE

**Purpose**

Both the Cable Act and FCC regulations provide cities with the ability to establish and enforce customer service standards at the time of renewing a franchise. In general, the FCC's customer service standards address the specific performance of the cable operator in the areas of telephone response, repair service, installation, billing practices and system reliability. The FCC's standards, however, contain no enforcement guidelines and, thus, it is up to cities to create remedies if the standards are not met. Cities are free to enact and enforce consumer protection laws over and above those found in federal law. When drafting such provisions cities should strive for specific,
quantifiable and verifiable standards by which to measure the cable operator’s performance.

Issues to Consider
If you choose to simply incorporate by reference the FCC’s customer service standards at 47 C.F.R. § 76.309, recognize that if these FCC standards are amended or deleted your community may lose its right to enforce any objective customer service standards on the cable operator. It is best to specifically outline the standards within the franchise and require compliance with the standards and with all other federal laws and regulations regarding customer service standards which may go beyond those outlined in the franchise.

Operator’s Perspective
Cable operators have recently been publicizing their compliance with the FCC’s aggressive customer service standards. Interestingly, however, cable operators have become quite resistant to include specific, quantifiable and verifiable customer service standards within franchise. Cable operators argue that their competitors are not obligated to comply with such standards and that, while cable operators may currently exceed all industry standards, they do not wish to be tied to these standards throughout the term of the franchise. In return, cable operators often suggest very minimal customer service standards in an attempt to reduce any administrative burdens which may result from these requirements.

Relevant Law
Section 522 of the Cable Act outlines the consumer protection laws and customer service agreements permitted under federal law. Often your state’s laws will also include customer service requirements for operators.

47 C.F.R. § 76.309 outlines the FCC’s customer service standards which may be implemented by a city at any time upon 90 days advance written notice to the cable operator. These standards include aggressive requirements for:

- Office hours and telephone availability;
- Installations, outages and service calls;
- Communications between operators and cable subscribers; and
- Billing, refunds and credits.

Finally, be aware that the FCC striped several of the “notice” requirements out of 47 C.F.R. § 76.309 and placed them in 47 C.F.R. § 76.1601-1604. Many cities now incorporate these notice requirements in customer service regulations to insure
compliance and allow the city to verify that the operator is following these notice obligations for the benefit of subscribers.

5. RATE REGULATION

Purpose
Although rate regulation is now governed by an incredibly complex web of FCC regulations, it is important that the city retain all of its rights to regulate all of the rates and charges assessed by the cable operator to the extent not prohibited by federal law. Over the last three decades we have witnessed the cable industry become completely deregulated (1986 -- per 1984 Cable Act) then reregulated (1993 -- per 1992 Cable Act) and then very nearly deregulated once again (via Telecommunications Act of 1996). It is, therefore, important in your franchise documentation that your city retain maximum flexibility to regulate rates, to the extent allowed under federal law.

Issues to Consider
Since existing federal law requires specific procedures to be followed to regulate a cable operator’s rates, it is not prudent to spend significant time developing rate regulations which deviate from federal law. Language should be included, however, which will allow the city to develop procedures to regulate the cable operator’s rates consistent with then-existing state and federal law, should the FCC no longer be involved in rate regulation at some future date. Recognize that many jurisdictions are now subject to “effective competition” under FCC regulations and have no rate regulatory authority.

Cable Operator’s Perspective
Cable operators obviously desire to limit a city’s ability to regulate any of their rates which may be charged for cable services. The cable operator will seek the narrowest possible language in this area and may even propose language which would result in the city waiving some of its federal rights. Cable operators argue that, since competition is present from direct broadcast satellite and other on-line service providers which are not regulated, the cable operator’s services likewise should be accorded similar, unregulated treatment. In many cases the cable operator may be able to cite to an FCC order determining effective competition and rendering the issue moot.

Relevant Law
Section 543 of the Cable Act governs the regulation of rates charged by a cable operator. Congress essentially delegated much of the responsibility for rate regulation to the FCC which promulgated rules at Part 76, Subpart N, Sections 76.900 - 76.987.
6. PEG ACCESS REQUIREMENTS

Purpose
If your city desires local programming channel(s), numerous issues must be considered. First, you must determine the appropriate number of channels to accommodate the public, educational and governmental ("PEG") programming needs within your city. Second, you must determine who will be in control of programming these channels. Will it be the city, schools, non-profit, third party, public access organization or others. Third, you must identify the needed capital support to purchase equipment and facilities to produce the programming to be aired on the PEG channels. Fourth, you must identify funding sources for personnel to facilitate the production and related details of the access programming. Fifth you must determine the distribution method for PEG programming from the origination location to the cable operator’s headend.

Issues to Consider
In addition to the issues listed above, the city should carefully consider the details of operating PEG access channels and possibly owning equipment and controlling PEG access facilities. Invariably, certain details are forgotten and heated debates often occur attempting to interpret subtle issues regarding PEG access operations. These issues may include whether the cable operator can assess a charge for the use of channel time on the PEG channels, who is responsible for transmitting PEG access programming tapes to and from the cable operator’s or city’s master control facilities and who makes the editorial decisions regarding programming to be carried on the system. Recent issues include, HD carriage, channel location following digital transition, quality of PEG signals and a host of related issues. This is by far the most complicated of the issues faced in renewal negotiations.

Operator’s Perspective
Generally, cable operators view PEG access channels and support payments as unnecessary and burdensome. In many smaller communities around the country the cable operators will argue that PEG access equipment often sits in a storage closet at city hall and may be rarely used. They will assert that the access channels themselves typically contain character generated information or remain blank full time in some communities. In larger communities where more sophisticated access centers have been developed, significant funding is required to provide quality access programming and operators argue that they alone should not be required to finance these endeavors. A very small minority of cable operators have publicly acknowledged the value of local programming to their system and have slowly started to embrace PEG access programming as one element which makes cable television service unique from satellite competitors.
**Relevant Law**

Prior to the 1984 Cable Act, cities could require not only PEG channel capacity and equipment but, also, operating support from the cable operator to finance access operations. This “operating support” was used to pay salaries and various other associated expenses. Cable operators argue that Section 542 of the 1984 Cable Act prohibits cities from requiring that cable operators provide operational support for PEG access; however, they concede that cities are still allowed to require capital support for PEG access equipment and facilities. Not surprisingly, cities have not agreed with the cable industries position on PEG funding limitations. Therefore, cities which enjoy large contributions from cable operators as a result of franchises adopted fifteen years ago may find the cable operator reluctant to continue providing the same level of support under a renewed franchise. See also the FCC's Section 621 Orders.

7. **LEVEL PLAYING FIELD**

Over the past several years, most cable television operators nationwide have become increasingly concerned about competitive providers obtaining more favorable cable television franchises to the detriment of the incumbent operator. Historically, cable operators would seek to include in a renewed franchise, level playing field provisions which attempted to tie a city’s hands by stating that the city was prohibited from granting a franchise that was more favorable or less burdensome than the franchise granted to the incumbent operator. In recent years, the FCC and numerous states have taken a dim view of these provisions and the cable industry has grown more concerned with their enforceability.

As a result, the cable industry has moved towards language that will provide the incumbent cable operator a right to avoid franchise obligations that are not also required of new competitive providers. These so called “opt out” provisions are very controversial and are generally presented by the industry in a one-sided fashion that allows only the incumbent operator the right to opt out with no reciprocal benefit for the city. In addition, operators often seek language which allows it to immediately terminate its obligations under an existing franchise should the state or the federal government permit an alternative franchising mechanism.

The cable industry was particularly concerned by the legislation in Texas several years ago that permitted incumbent operators to obtain statewide franchises while incumbent operators were forced to honor existing franchises until their expiration date. For this reason, operators aggressively seeks language in renewed contracts that will allow for the immediate termination of the franchise if they believes a better regulatory model may be available to the company at the state or federal level. Not surprisingly, cities view this issue quite differently and seek language to allow them to continue enforcing
contractual obligations until franchise expiration or direct preemption by the state or the federal government.

In many cities this issue is debated and discussed at length and can be an significant impediment to finalizing a renewal of a cable franchise. The below language is one example of compromise language negotiated between a city and cable operator in hopes of addressing the concerns of each party. While this is certainly not perfect language (negotiated language never is perfect) and not the only way of addressing this issue, it does strike a balance allowing the parties to complete franchise renewal.

**Franchise Non-exclusive**
The grant of authority for use of the City’s Public Rights of Way, as conferred herein, is not exclusive and does not establish priority for use over other franchise holders, permit holders and the City’s own use of public property. Nothing in this Franchise shall affect the right of the City to grant to any other Person a similar franchise or right to occupy and use the Public Rights of Way or any part thereof for the erection, installation, construction, reconstruction, operation, maintenance, dismantling, testing, repair or use of a Cable System within the City. Additionally, the Franchisee shall respect the rights and property of the City and other authorized users of Public Rights of Way. Disputes between the Franchisee and other parties over the use, pursuant to this Franchise, of the Public Rights of Way shall be submitted to the City for resolution consistent with the requirements of the Code.

**Competitive Equity**
New Video Service Provider. If any other wireline MVPD enters into any agreement with the City to provide Video Services to subscribers in the City, the City, upon written request of the Franchisee, shall permit the Franchisee to construct and/or operate its Cable System and provide Video Services to subscribers in the City under the same agreement as applicable to the new MVPD. Within one hundred and twenty (120) Days after the Franchisee submits a written request to the City, the Franchisee and the City shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the new wireline MVPD.

Subsequent Change in Law. If there is a change in federal, state or local law that provides for a new or alternative form of authorization for a wireline MVPD to provide Cable Service or Video Service to subscribers in the City, or that otherwise changes the nature or extent of the obligations that the City may request from or impose on a wireline MVPD providing Cable Service or Video Service to subscribers in the City, the City agrees that if another wireline MVPD avails itself of such new law and provides Cable Service or Video Service in the City, upon Franchisee’s written request, the City shall permit the Franchisee to terminate this Franchise and, subject to Applicable Law,
provide Cable Service or Video Service to Subscribers in the City on the same terms and conditions as are applicable to the other wireline MVPD under the changed law. The City and the Franchisee shall implement the provisions of this Section within one hundred and twenty (120) Days after the Franchisee submits a written request to the City.

Other issues that typically arise in renewal negotiations include:

- Security and enforcement;
- Right-of-way regulations; and
- Reporting and verification.

Please feel free to contact Brian Grogan for additional information on these issues.

***************

Brian T. Grogan is a shareholder and director with the Minneapolis law firm of Moss & Barnett practicing in the firm’s communications, business law and infrastructure practice groups. Since 1988 Brian has worked with entities throughout the country on a variety of cable, telecom, wireless and broadband communications issues. In his business law practice Brian focuses on fiber and conduit lease agreements, mergers and acquisitions and contract matters in the communications and technology industries. Brian is the past Chair of the Communications Law Section of the Minnesota State Bar Association.

Brian T. Grogan
Moss & Barnett
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402
612-877-5340 (phone)/612-877-5999 (fax)
GroganB@moss-barnett.com
www.municipalcommunicationslaw.com