

CHARTER TOWNSHIP OF IRONWOOD
ORDINANCE NO. 29

AN ORDINANCE GRANTING TO BRESNAN COMMUNICATIONS COMPANY A NON-
EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF A CABLE TELEVISION SYSTEM

THE TOWNSHIP OF IRONWOOD HEREBY AMENDS ORDINANCE NO. 29 AS
FOLLOWS:

1. Section 3 Term of Franchise shall be amended to read as follows:

Section 3. Term of Franchise. This franchise and the rights and privileges granted herein shall take effect Sixty (60) days after this amended Ordinance is passed by the Township and remain in force and effect for a period of ten (10) years from the effective date, providing that the Company accepts the terms of this franchise within said sixty (60) day period.

Upon the expiration of the term of ten (10) years, the franchise may be renewed upon the same terms and conditions contained herein, or for such different or additional terms and conditions, as may be lawfully agreed upon between the parties. The Company shall give the Township such notice of its intention to renew its franchise as shall be required under the Cable Communications Policy Act of 1984, as amended, and in any event, shall give at least six (6) months written notice of its intentions to renew the franchise. Any renewal shall be subject to approval by the Township and the Company.

2. All other provisions of Ordinance No. 29 shall remain in full force and effect.

The amendments to Ordinance No. 29 as set forth above, shall take effect sixty (60) days after this Ordinance is passed by the Township and published in a newspaper of general circulation in the Charter Township of Ironwood.

CHARTER TOWNSHIP OF IRONWOOD


BY: MARVIN LAGREW, SUPERVISOR


BY: CHERYL FLORES, CLERK

The amendment to Ordinance No. 29 is duly adopted by the Charter Township of Ironwood Board on the 12th day of August, 1998, at a regular meeting thereof. The Ordinance with this amendment shall continue to be known as Ordinance No. 29, "An Ordinance Granting to Bresnan Communications Company a Non-exclusive Franchise for the Construction, Operation and Maintenance of a Cable Television System", of the Charter Township of Ironwood.

CERTIFICATION

I hereby certify that the foregoing is a copy of Amendment to Ordinance No. 29 adopted by the Township Board at a meeting held on the 10th day of August, 1998, a summary of which will be published in the Ironwood Daily Globe on the 12th day of August, 1998. This Ordinance Amendment was adopted by those present and voting as follows:

YEAS: Cheryl Flores, Marilyn Partyka, Patti Foley, Frank Genisot,
Jay Kangas, Eugene Nieminen.

NAYS: Marvin La Grew.

ABSENT: None.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the 11th day of August, 1998.

Cheryl Piilola Flores
CHERYL PIILOLA FLORES, CLERK
CHARTER TOWNSHIP OF IRONWOOD

ORDINANCE NO. 29

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FRANCHISE FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A CABLE
TELEVISION SYSTEM

CHARTER TOWNSHIP OF IRONWOOD

ORDINANCE NO. 29

AN ORDINANCE GRANTING TO BRESNAN COMMUNICATIONS COMPANY A
NON EXCLUSIVE FRANCHISE FOR THE CONSTRUCTION, OPERATION AND
MAINTENANCE OF A CABLE TELEVISION SYSTEM

Section 1. Purpose. A non-exclusive franchise is hereby granted to Bresnan Communications Company, hereinafter referred to as "COMPANY," to install, construct, operate, maintain, reconstruct and expand a Cable Television System within the public streets, ways, alleys, public utility easements, rights of way and places of the Charter Township of Ironwood, Michigan hereinafter referred to as "TOWNSHIP."

Section 2. Definitions. For the purposes of this Ordinance the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is mandatory.

(a) "Basic Cable Television Service" means those services provided by the COMPANY to all Subscribers for a single monthly fee.

(b) "Cable Television System" means a system of antennas, cables, amplifiers, towers, microwave links, waveguides, laser beams, satellites, earth stations, or any other conductors, converters, equipment or facilities, designed or constructed for the purpose of producing, receiving, amplifying, storing, processing or distributing audio, video, digital or other forms of electronic or electrical signals.

(c) COMPANY means Bresnan Communications Company, the grantee of the rights under this Ordinance, its successors and assigns.

(d) "Federal Communications Commission" or "FCC" means that Federal agency established by the Communications Act of 1934 or any successor agency as established by Congress.

(e) "Street" means that surface of and the space above or below any public street, sidewalk, alley, easement or other dedicated public way of any type whatsoever, now or hereafter existing as such within the jurisdiction of the TOWNSHIP.

(f) "Subscriber" means any person, firm, corporation or other entity receiving a service by means of the COMPANY'S Cable Television System.

(g) TOWNSHIP means the Charter Township of Ironwood, a political subdivision of the State of Michigan and all territory within its present or future geographic boundaries.

Section 3. Term of Franchise. This Franchise and the rights and privileges granted herein shall take effect sixty (60) days after this Ordinance is passed by the TOWNSHIP and remain in force and effect for a period of TEN (10) years from the date, providing that the COMPANY accepts the terms of this franchise within said sixty (60) day period.

Upon the expiration of the initial term of TEN (10) years, the franchise may be renewed upon the same terms and conditions contained herein, or for such different or additional terms and conditions as may be lawfully agreed upon between the parties. The COMPANY shall give the TOWNSHIP such notice of its intention to renew its franchise as shall be required under the Cable Communications Policy Act of 1984, as amended, and in any event shall give at least six (6) months written notice of its intention to renew the franchise.

Section 4. Conditions of Street Occupancy.

Streets may be occupied on the following conditions:

(a) The COMPANY shall locate all structures, lines, equipment and other such property of the COMPANY within the TOWNSHIP so as to cause minimum interference with the rights and reasonable convenience of property owners who adjourn said streets. The Cable Television System shall be constructed and operated in compliance with applicable construction and electrical codes.

(b) The COMPANY shall, at its own expense, restore all damage to public and private property which the

COMPANY disrupts, to as nearly as possible as good a condition as immediately before the property was disrupted.

(c) The COMPANY shall not place any poles in any street in such manner as to interfere with the usual travel on such street.

(d) The COMPANY shall, at the written request of any person holding a valid building moving permit, temporarily raise or lower its cable to permit the moving of buildings. The expense of such temporary raising or lowering of cable shall be paid by the person requesting the same, and the COMPANY shall be given no less than seventy-two (72) hours advance written notice to arrange for such temporary changes.

(e) The COMPANY shall have the authority to trim trees upon and overhanging streets so as to prevent the branches of such trees from interfering with the property of the COMPANY.

(f) The COMPANY shall, to the extent it is economically and technologically feasible, place its cables, wires or other like facilities underground if at any time during the term of the Franchise the cables, wires, or other public utilities are placed underground.

(g) The COMPANY shall protect, support, temporarily disconnect, relocate in the same street or other public place or remove from the street or other public place (all such activity of the COMPANY being herein referred to as "relocations") property of the COMPANY when reasonably required by the TOWNSHIP by reason of traffic conditions, public safety, street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, and tracks or structures or improvements by public agencies. If public funds are available for the purpose of defraying the cost of any of the foregoing, such funds shall also be made available to the COMPANY.

Section 5. Technical Specification. The COMPANY shall comply with the following technical requirements:

(a) The COMPANY shall operate and maintain its Cable Television System in compliance with the applicable regulations and performance standards of the Federal Communications Commission.

(b) The COMPANY shall at all times employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries or nuisances to the public.

(c) The COMPANY shall maintain all structures, lines and equipment in, over, under and upon the streets wherever located, in a safe condition, and in good order and repair.

Section 6. Rates. The COMPANY shall be entitled to charge rates for its service that will enable the COMPANY to operate successfully, to maintain its financial integrity, to attract capital investments and to compensate its investors for the risks assumed.

(a) The COMPANY shall have the right to adjust the rates charged for its services, at its own discretion, subject to lawful regulation of the Federal Communications Commission or other proper governmental authority.

(b) The COMPANY shall file with the TOWNSHIP a list of all current rates and charges.

(c) The COMPANY may, at its own discretion, waive, reduce or suspend any of its rates and charges for specific or indeterminate periods for promotional purposes.

Section 7. System Expansion. The COMPANY shall expand its Cable Television pursuant to the following provisions:

(a) The COMPANY shall make service available to all areas of the Township where there is a density of at least forty (40) subscribers per aerial mile of plant contiguous to existing distribution cable.

(b) For areas of the TOWNSHIP not receiving service pursuant to subparagraph (a) (above) or where there are requirements for underground cable or a service drop of greater than one hundred-fifty (150) feet, the COMPANY shall make service available on the basis of a capital contribution by the Person requesting the service for the actual cost to the COMPANY for providing the service. This will include, but not be limited to the COMPANY'S cost of materials, labors and the obtaining of necessary easements.

(c) Nothing herein shall be construed to prevent the COMPANY from servicing areas not covered under this Section upon agreement with developers, property owners or residents.

Section 8. Indemnification. In order that the TOWNSHIP shall be protected:

(a) The COMPANY shall at all times save, defend, indemnify and hold harmless the TOWNSHIP against all claims, demands, liabilities and damage of every kind and description including but not limited to court costs and reasonable attorney's fees, caused by or resulting from the COMPANY'S operations. The TOWNSHIP shall give the COMPANY written notice within sixty (60) days of any claims filed against it.

(b) The COMPANY shall procure and maintain during the life of this franchise, public liability and property damage insurance in an amount not less than One Hundred Thousand (\$100,000.00) Dollars for injuries, including accidental death, to any one person, and subject to the same limit for one person, in an amount not less than Three Hundred Thousand (\$300,000.00) Dollars on account of one accident and property damage insurance in an amount not less than One Hundred Thousand (\$100,000) Dollars.

The COMPANY'S public liability and property damage insurance shall include language in substantially the following form:

"The insurance shall in all instances, save, defend, indemnify and hold harmless the TOWNSHIP against all claims, demands, liabilities, damages, and the COMPANY will save, defend, indemnify and hold harmless the TOWNSHIP from all damages caused by or as a result of the COMPANY'S operations."

Section 9. Termination of Franchise. The TOWNSHIP shall have the right to revoke or cancel this Franchise for a substantial breach of any of the material terms and conditions of this Franchise by the COMPANY. No such revocation shall be effective until the TOWNSHIP has given the COMPANY written notice

of the condition or omission which is the basis for the revocation. The COMPANY shall have sixty (60) days from the receipt of said written notice or such additional time as is reasonably necessary to correct the aforementioned condition or omission. If the COMPANY fails to correct said condition or omission the TOWNSHIP may, but is not required to, revoke this Franchise in accordance with due process of law.

The COMPANY shall not be in violation of this Franchise and no revocation shall be effected if the COMPANY is prevented from performing its duties and obligations or observing the terms and conditions of this Franchise by an Act of God, labor dispute, manufacturer's or contractors' inability to timely provide personnel or material or other causes of like or different nature, collectively referred to as "Act of God."

Upon termination or expiration of this Franchise the COMPANY may enter upon the streets of the TOWNSHIP for the purposes of removing therefrom its property and equipment. In removing its property, the COMPANY shall, at its own expense, leave the streets in as nearly as possible as good a condition as that prevailing immediately prior to the COMPANY'S removal of its property.

Section 10. Procedures. In order that all parties be afforded due process of law:

(a) Any inquiry, proceeding, investigation or other action taken or proposed to be taken by the TOWNSHIP affecting the operation of the COMPANY'S Cable Television System, shall be taken only after:

(1) The minimum legally required public notice is published in a local newspaper having general circulation in the TOWNSHIP (and in the absence of any such requirement, the notice shall be published at least ten (10) days prior to the date of the proposed action); and,

(2) A written summary of such action or proposed action is served on the COMPANY at least ten (10) days prior to the proposed action; and,

(3) The COMPANY has been given an opportunity to respond, in writing, and at any hearing held by the TOWNSHIP.

(b) The public notice required by this section shall state clearly the action or proposed action to be taken, the time provided for response and the person or persons in authority to whom such responses should be addressed, and such other procedures as may be specified by the TOWNSHIP. If a hearing is to be held, the public notice shall give the date and time of such hearing, whether public participation will be allowed and the procedures by which such participation will be allowed and the procedures by which such participation may be obtained. The COMPANY shall be an indispensable party to any proceedings conducted in regard to its operations.

(c) Failure to follow the procedures set out in this section will render the action, as to the COMPANY, null and void and shall have no effect whatsoever upon the rights granted to the COMPANY by this Franchise.

Section 11. Transfer of Franchise. The COMPANY may not sell or transfer its rights under this Franchise to another, other than a parent company, a wholly-owned subsidiary of a parent company or a wholly-owned subsidiary of the COMPANY, except as security for monies borrowed, without TOWNSHIP approval. Such TOWNSHIP approval shall not be unreasonably withheld.

Section 12. Company Regulations. The COMPANY shall have the authority, consistent with applicable FCC rules and regulations and the provisions of this Franchise, to promulgate such rules, regulations terms and conditions governing the conduct of its business with Subscribers as shall be reasonable and necessary to enable the COMPANY to exercise its rights and perform its obligations under this Franchise.

Section 13. Compliance with Applicable Laws and Ordinances. The COMPANY shall conform to all applicable laws, rules and regulations of the United States, the State of Michigan and the TOWNSHIP in the construction and operation of its Cable Television System. The TOWNSHIP reserves the right to adopt such

additional regulations as it shall find necessary in the exercise of its police power, provided such regulations are reasonable and not in conflict with the rights and privileges granted in this franchise.

Section 14. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held invalid by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The TOWNSHIP hereby declares that it would have passed the Ordinance and each section, subsection, sentence, clause, and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

Section 15. Miscellaneous Provisions. The COMPANY shall provide without charge one outlet to each government office building, fire station, police station and public school building at locations passed by its cable. The distribution of the cable facility inside the buildings shall be the responsibility of the building owner.

Section 16. Repealer. All ordinances and part of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 17. Effective Date. This ordinance shall be effective upon publication, which publication may be by synopsis hereof.

I hereby certify that the foregoing is a copy of Ordinance No. 29 adopted by the Township Board at its meeting held on the 8th day of August, 1988, a summary of which will be published in the Ironwood Daily Globe on the 10th day of AUGUST, 1988. This Ordinance was adopted by those present and voting as follows:


AYES: Arlene Palojarvi, Sherryl Pekuri, Andrew Bednar, Reino Aho, John

Estola, Albert Synkelma.

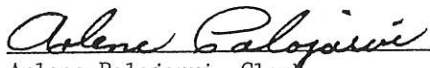
NAYES: None.

ABSENT: Thomas Christensen.

IN WITNESS WHEREOF, I have here unto affixed my signature this 8th day of August, 1988.


Arlene Palojarvi, Clerk of the
CHARTER TOWNSHIP OF IRONWOOD

I, Arlene Palojarvi, Clerk of the Charter Township of Ironwood, hereby certify that the above Ordinance was published in the Ironwood Daily Globe, a newspaper having general circulation in the Charter Township of Ironwood, on the 10th day of August, 1988.


Arlene Palojarvi, Clerk
CHARTER TOWNSHIP OF IRONWOOD

CHARTER TOWNSHIP OF IRONWOOD
GOGEBIC COUNTY, MICHIGAN

NOTICE OF ORDINANCE ADOPTION

TO: THE RESIDENTS AND PROPERTY OWNERS OF THE CHARTER TOWNSHIP OF IRONWOOD, GOGEBIC COUNTY, MICHIGAN, AND ANY OTHER INTERESTED PERSONS:

PLEASE TAKE NOTICE that on the 8th day of August, 1988, at a regular meeting of the Township Board of the Charter Township of Ironwood, Gogebic County, Michigan, the Township Board of said Township adopted an ordinance, being Ordinance No. 29 to take effect immediately upon publication of this synopsis thereof, which ordinance provides as follows:

SECTION 1. - PURPOSES. This section provides Bresnan Communications Company will be granted a non-exclusive franchise to construct and operate a cable television system within the Charter Township of Ironwood, Michigan.

SECTION 2. - DEFINITIONS. This section defines certain terms used in the ordinance.

SECTION 3. - TERM OF FRANCHISE. This section provides that the non-exclusive franchise shall have an initial term of 10 years and may be extended upon agreement between Bresnan Communications Company and the Charter Township of Ironwood.

SECTION 4. - CONDITIONS OF STREET OCCUPANCY. This section provides regulations for use of the public right-of-ways and property of the Charter Township of Ironwood by Bresnan Communications Company for operation of the cable system.

SECTION 5. - TECHNICAL SPECIFICATION. This section provides that Bresnan Communications Company shall comply with the Federal Communications Commission regulations and maintain its structures in safe condition.

SECTION 6. - RATES. This section provides the mechanism whereby Bresnan Communications Company will set the rates for its services.

SECTION 7. - SYSTEM EXPANSION. This section defines the areas of the Township where service will be made available by Bresnan Communications Company.

SECTION 8. - INDEMNIFICATION. This section provides that Bresnan Communications Company will indemnify the Township against claims resulting from operations within the Township and establishes the type and amount of liability insurance Bresnan Communications Company shall carry for that purpose.

SECTION 9. - TERMINATION OF FRANCHISE. This section provides the means whereby the Township may terminate the franchise in certain circumstances.

SECTION 10. - PROCEDURES. This section provides for the required notices and procedures which the Charter Township of Ironwood shall follow in the event action is taken by the Township which would affect the operation of Bresnan Communications Company in the operation of the cable television system in Ironwood Charter Township.

SECTION 11. - TRANSFER OF FRANCHISE. This section provides that Bresnan Communications Company shall request Township approval to sell or transfer its right under this franchise.

SECTION 12. - COMPANY REGULATIONS. This section provides that Bresnan Communications Company may make necessary regulations relating to the subscribers within the Township subject to Federal Communication Commission rules and regulations.

SECTION 13. - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

This section provides that Bresnan Communications Company shall conform to all laws and regulations of the United States, the State of Michigan and the Charter Township of Ironwood.

SECTION 14. - SEVERABILITY. This section provides that if any section of the ordinance is later held invalid, the remaining portions of the ordinance not held invalid shall still be effective.

SECTION 15. - MISCELLANEOUS PROVISIONS. This section provides that Bresnan Communications Company shall provide an outlet to each government building and public school in the Charter Township of Ironwood.

SECTION 16. - REPEALER. This section provides this ordinance repeals all ordinances in conflict with this ordinance.

SECTION 17. - EFFECTIVE DATE. This section provides the ordinance shall become effective upon publication of this synopsis hereof.

PLEASE TAKE FURTHER NOTICE that said Ordinance No. 29 will take effect immediately upon publication of this synopsis thereof in the Ironwood Daily Globe. Copies of the ordinance may be purchased or inspected at the office of the Township Clerk at any time during regular business hours of regular business days at the following address:
Ironwood Charter Township, N10892 Lake Road, Ironwood, MI 49938.

ARLENE PALOJARVI, Clerk
CHARTER TOWNSHIP OF IRONWOOD
N10892 Lake Road
Ironwood, Michigan 49938