

I hereby certify that the foregoing constitutes a true and complete copy of an Ordinance duly adopted by the City Council of the City of Pinconning, County of Bay, State of Michigan, at a FORMAL meeting held on the 17th day of JUNE, 1996, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

I further certify that the following Council Members were present at said meeting: ALLEN, HALL, HASSO, MCKAY, OPT, SAHA,
MAYOR PAWELSKI and that
the following Council Members were absent: NONE.

I further certify that Council Member ALLEN moved adoption of said Ordinance, and that said motion was supported by Council Member HALL.

I further certify that the following Council Members voted for adoption of said Ordinance: ALLEN, HALL, HASSO, MCKAY, OPT,
SAHA, MAYOR PAWELSKI and
that the following Council Members voted against adoption of said Ordinance: NONE.

I further certify that said Ordinance has been recorded in the Ordinance Book and that such recording has been authenticated by the signatures of the Mayor and the City Clerk.

Karen Waterman
City Clerk

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

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AN ORDINANCE RELATIVE TO THE SPEED OF STEAM
CARS AND THE USE OF STREETS BY RAILROAD
COMPANIES WITHIN PINCONNING.

THE VILLAGE OF PINCONNING ORDAINS:

SECTION 1. That the rate of speed of engines and cars within the limits of the Village of Pinconning shall not exceed six miles per hour and any engineer, conductor or driver having charge of any engine, car, or train of cars, to go over said railroad within said Village, at a greater rate of speed than six miles an hour, shall, on conviction thereof, be punished by a fine of not less than Twenty-five Dollars nor more than One Hundred Dollars, with costs of prosecution or by imprisonment in the County Jail of Bay County before whom the offense is tried.

SECTION 2. It shall be unlawful for any railroad company owning or operating a railroad running into or other the Village of Pinconning to leave any locomotive, engine, car, cars or train of cars standing at the intersection of such railroad with any street within said Village, so as to obstruct travel thereon.

SECTION 3. Every railroad company running engines or cars into or through said Village shall cause the bell of each locomotive engine to be rung continuously, while such engine shall be running in or through said Village.

SECTION 4. Every agent, manager, conductor, engineer, driver or other employee of any railroad company who shall assist or engage in direct or knowingly permit the violation of any of the provisions of Section Two and Three of this Ordinance, shall on conviction thereof, be punished by a fine not exceeding One Hundred Dollars and costs of

prosecution and imprisonment in Bay County Jail from a term not exceeding six months or by either, in the discretion of the Court, and if only a fine and costs be imposed the Court may sentence the offender to imprisonment in said jail until the payment thereof for a term not exceeding three months.

Adopted, December 31st, 1888.

This Ordinance is ordered to take effect from and after the 20th day of January 1889.

S/
W.G. Cogswell, President

S/
D.A. McDonell, Clerk

I hereby certify that the above Ordinance was published in the Pincoming News, a weekly paper published in the Village of Pinconning, on the 4th day of January 1889.

S/
D.A. McDonell, Clerk

ORDINANCE FOR PROTECTION OF
ASPHALT STREETS

THE CITY OF PINCONNING ORDAINS:

SECTION 1. That it shall be unlawful for any person to operate, drive, or take upon any street in the City of Pinconning which is surfaced with asphalt, any vehicle with wheels or rims other than rubber tires which are not smooth, round, and free from protuberances, lugs, or other projections which will tend to injure such asphalt surface.

SECTION 2. Any person violates the foregoing Section 1, shall be guilty of a misdemeanor and upon the conviction thereof shall be punished by imprisonment in the county or municipal jail for a period of not more than ninety days or a fine of not more than \$100.00 or by both such fine and imprisonment.

SECTION 3. Any person who violates Section 1 of this ordinance, and any owner of any vehicle who permits another to take such vehicle upon an asphalt surfaced street in violation of Section 1 shall be liable to the City of Pinconning for all damages which may be caused by said violation, and such damages shall be recoverable by the City of Pinconning in an action brought before a justice of the peace for the City of Pinconning or such other court as may have jurisdiction of said claim.

SECTION 4. This ordinance shall take effect and be in force from and after March 27, 1949.

ORDINANCE NO. 105-A

CONSUMERS POWER COMPANY ELECTRIC FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS POWER COMPANY, its successors and assigns, the right, power and authority to construct, maintain and commercially use electric lines consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, under, along and across the highways, streets, alleys, bridges and other public places, and to do a local electric business in certain areas in the CITY OF PINCONNING, BAY COUNTY, MICHIGAN.

THE CITY OF PINCONNING ORDAINS:

SECTION 1. That wherever the word "Grantee" appears in this ordinance, it is hereby intended to designate, and shall be held to refer to the Consumers Power Company, a Michigan corporation, its successors and assigns. The right, power and authority is hereby granted and vested in said Grantee to construct, maintain and commercially use electric lines, consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers and other electrical appliances on, under, along and across the highways, streets, alleys, bridges and other public places, and to do a local electric business in the City of Pinconning, Bay County, Michigan.

SECTION 2. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

SECTION 3. No highway, street, alley, bridge or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair and shall be restored to the same good order and condition as when such work was commenced. All towers, masts, poles and other supports shall be set and all wires shall be suspended or buried in a careful and proper manner so as not to injure persons or property. The Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the Public Works Department of the City.

SECTION 4. The Grantee shall at all times keep and save the City free and harmless from all loss, costs and damage to which it may be subject by reason of the negligent construction and maintenance of the towers, masts, poles, wires and other structures and appliances, the erection, burial and maintenance of which are hereby authorized.

SECTION 5. The Grantee shall be entitled to charge the inhabitants of said City for electric energy for light, heat and power, the rates as approved by the Michigan Public Service Commission. Said rates shall be subject to review and change at any time By the Michigan Public Service Commission or its successors, upon proper application by either said Grantee or the City, acting by the City Council, being made thereto, and the regularlu filed rates as approved by said Michigan Public Service Commission or its successors, as applicable to said City of Pinconning, shall at all times be the lawful rates.


All bills for electric energy shall be payable monthly. The Grantee mau collect the minimum charge as specified in said schedule. It shall also furnish and maintain commercially accurate meters to measure the energy furnished. Said Grantee shall at all reasonable times have access to the premises of its customers, for the purpose of reading, inspecting, removing and replacing such meters.

SECTION 6. The rights, power and authoritu herein granted, are not exclusive.

SECTION 7. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

SECTION 8. Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to electric service in said City.

SECTION 9. This ordinance shall take effect April 8,
1985 provided however, it shall cease and be of no effect after thirty days from its adoption unless within said period the Grantee shall accept the same in writing filed with the City Clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract between said City and said Grantee.


Charles Walworth, Mayor

Attest:


Caroline Card, City Clerk

Published in Pinconning Journal 4/17/85

ORDINANCE NO. 105-B

CONSUMERS POWER COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS POWER COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the CITY OF PINCONNING, BAY COUNTY, MICHIGAN, for a period of thirty years.

THE CITY OF PINCONNING, BAY COUNTY, MICHIGAN ORDAINS:

SECTION 1. GRANT TERM. The City of Pinconning, Bay County, Michigan, hereby grants to the Consumers Power Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the City of Pinconning, Bay County, Michigan for a period of thirty years.

SECTION 2. CONSIDERATION. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

SECTION 3. CONDITIONS. No highway, street, alley, bridge or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. All of Grantee's pipes and mains shall be so placed in the highways and other public places as not to unnecessarily interfere with the use thereof for highway purposes.

SECTION 4. HOLD HARMLESS. Said Grantee shall at all times keep and save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the structures and equipment hereby authorized. In case any action is commenced against the City on account of the permission herein given, said Grantee shall, upon notice, defend the City and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

SECTION 5. EXTENSIONS. Said Grantee shall construct and extend its gas distribution system within said City, and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 6. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

SECTION 7. RATES. Said Grantee shall be entitled to charge the inhabitants of said City for gas furnished therein, the rates as approved by the Michigan Public Service Commission, to which Commission or its successors authority and jurisdiction to fix and regulate gas rates and rules regulating such service in said City, are hereby granted for the term of this franchise. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said City, acting by its City Council, or by said Grantee.

SECTION 8. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

SECTION 9. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION. Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in said City.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect upon July 18, 1991, provided however, it shall cease and be of no effect after thirty days from its adoption unless within said period the Grantee shall accept the same in writing filed with the City Clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract between said City and said Grantee.

This Ordinance published in its entirety in the Pinconning Journal July 17, 1991.


Derald Adcock, Mayor


Karen Waterman, Clerk

CITY FRANCHISE

At a Regular Meeting of the City Council of the City of Pinconning, Bay County, Michigan duly called and held on the 8th day of July, 1991, there were present:

Derald Adcock, Mayor, Councilmembers Allen, Duranczyk, Kowaleski, Pawelski.

The following Ordinance was offered by Allen supported by Kowaleski.

ORDINANCE NO. 105-B CONSUMERS POWER COMPANY GAS FRANCHISE ORDINANCE

AN ORDINANCE, granting to CONSUMERS POWER COMPANY, its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the CITY OF PINCONNING, BAY COUNTY, MICHIGAN, for a period of thirty years.

THE CITY OF PINCONNING, BAY COUNTY, MICHIGAN
ORDAINS:

SECTION 1. GRANT TERM. The City of Pinconning, Bay County, Michigan, hereby grants to the Consumers Power Company, a Michigan corporation, its successors and assigns, hereinafter called the "Grantee," the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the City of Pinconning, Bay County, Michigan for a period of thirty years.

SECTION 2. CONSIDERATION. In consideration of the rights, power and authority hereby granted, said Grantee shall faithfully perform all things required by the terms hereof.

SECTION 3. CONDITIONS. No highway, street, alley, bridge or other public place used by said Grantee shall be obstructed longer than necessary during the work of construction or repair, and shall be restored to the same order and condition as when said work was commenced. All of Grantee's pipes and mains shall be so placed in the highways and other public places as not to unnecessarily interfere with the use thereof for highway purposes.

SECTION 4. HOLD HARMLESS. Said Grantee shall at all times keep and save the City free and harmless from all loss, costs and expense to which it may be subject by reason of the negligent construction and maintenance of the structures and equipment hereby authorized. In case any action is commenced against the City on account of the permission herein given, said Grantee shall, upon notice, defend the City and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance.

SECTION 5. EXTENSIONS. Said Grantee shall construct and extend its gas distribution system within said City, and shall furnish gas to applicants residing therein in accordance with applicable laws, rules and regulations.

SECTION 6. FRANCHISE NOT EXCLUSIVE. The rights, power and authority herein granted, are not exclusive. Either manufactured or natural gas may be furnished hereunder.

SECTION 7. RATES. Said Grantee shall be entitled to charge the inhabitants of said City for gas furnished therein, the rates as approved by the Michigan Public Service Commission, to which Commission or its successors authority and jurisdiction to fix and regulate gas rates and rules regulating such service in said City, are hereby granted for the term of this franchise. Such rates and rules shall be subject to review and change at any time upon petition therefor being made by either said City, acting by its City Council, or by said Grantee.

SECTION 8. REVOCATION. The franchise granted by this ordinance is subject to revocation upon sixty (60) days written notice by the party desiring such revocation.

SECTION 9. MICHIGAN PUBLIC SERVICE COMMISSION, JURISDICTION. Said Grantee shall, as to all other conditions and elements of service not herein fixed, be and remain subject to the reasonable rules and regulations of the Michigan Public Service Commission or its successors, applicable to gas service in said City.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect upon July 18, 1991, provided however, it shall cease and be of no effect after thirty days from its adoption unless within said period the Grantee shall accept the same in writing filed with the City Clerk. Upon acceptance and publication hereof, this ordinance shall constitute a contract between said City and said Grantee.

CLERK'S CERTIFICATE OF PUBLICATION

The foregoing ordinance was duly adopted and passed by the City Council of the City of Pinconning, Bay County, Michigan, on the 8th day of July, 1991 by the following vote:

Derald Adcock, Mayor, yes, Judith Allen, Councilmember, yes, Michael Duranczyk, Councilmember, yes, Louis Kowaleski, Councilmember, yes, Tony Pawelski, Councilmember, yes.

I hereby certify that a copy of the foregoing ordinance was published in The Pinconning Journal, a newspaper circulated in said City of Pinconning, Bay County on the 17th day of July, 1991.

KAREN WATERMAN
City Clerk

I hereby certify that the acceptance, of which the foregoing is a true copy, was filed with me as City Clerk, on the 8th day of July, 1991.

Dated: July 17, 1991.

KAREN WATERMAN
City Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF BAY)

I, Karen Waterman, City Clerk of the City of Pinconning, Bay County, Michigan, do hereby certify that the annexed is a true and correct copy of all of the proceedings of the City Council of said City, with reference to the granting of a franchise to Consumers Power Company.

I further certify that the within acceptance of said franchise is a true and correct copy of the acceptance duly filed in my office; that I have compared the within copies with the original records in my office, and that the same are true and correct transcripts therefrom.

I further certify that the franchise ordinance was duly published, as appears by proof thereof on file in my office and that all of said proceedings were regular and in accordance with all legal requirements.

KAREN WATERMAN
City Clerk

Dated: July 17, 1991.

ACCEPTANCE

The Consumers Power Company does hereby accept the terms of the ordinance adopted on the 8th day of July, 1991, by the City Council of the City of Pinconning, Bay County, Michigan, which said ordinance is entitled as follows:

AN ORDINANCE, granting to CONSUMERS POWER COMPANY its successors and assigns, the right, power and authority to lay, maintain and operate gas mains, pipes and services on, along, across and under the highways, streets, alleys, bridges and other public places, and to do a local gas business in the CITY OF PINCONNING, BAY COUNTY, MICHIGAN, for a period of thirty years.

IN WITNESS WHEREOF, said Consumers Power Company has caused this acceptance to be executed by its duly authorized officer, this 8th day of July, 1991.

CONSUMERS POWER COMPANY

By /s/ P A Elbert
Vice President, Marketing, Rates
and Wholesale Power Transactions

CONSUMERS POWER COMPANY

There are numerous franchises granted to the Consumers Power Company for electric lines, poles, gas lines, etc.

These are on file with the City Clerk.

CABLE COMMUNICATIONS FRANCHISE AGREEMENT

This Agreement is made and entered into on July 1, 1996, by and between the CITY OF PINCONNING, a Michigan municipal corporation (hereinafter sometimes referred to as ("Municipality")), and C-TEC CABLE SYSTEMS OF MICHIGAN, INC., a Pennsylvania corporation doing business in Michigan, having offices located at 701 S. Airport Road, West, P.O. Box 1029, Traverse City, Michigan 49686 (hereinafter sometimes referred to as ("Grantee")).

1. PURPOSE AND INTENT

WHEREAS, C-TEC Cable Systems of Michigan, Inc. currently holds a cable television franchise for the City of Pinconning, pursuant to a Franchise Agreement granted on October 10, 1977, and which expired on October 10, 1992.

WHEREAS, the Municipality, pursuant to Ordinance No. 125-C (hereinafter sometimes referred to as the "Ordinance"), is authorized to grant one or more non-exclusive revocable franchises to construct, maintain and operate a cable television and cable communications system within the Municipality; and

WHEREAS, pursuant to the Ordinance and in accordance with the provisions of the Federal Cable Communications Policy Act, PAL 98-549, as amended (hereinafter sometimes referred to as the "Act"), Grantee has submitted an application to provide cable service and after evaluation of the application the Municipality has determined that it is in the best interest of the Municipality and its residents to grant a franchise to Grantee; and

WHEREAS, the Municipality has, following required and reasonable notice, conducted a series of public hearings, affording all persons reasonable opportunity to be heard, and has engaged in an analysis and consideration of the technical ability, financial condition, legal qualifications and general character of the Grantee; and

WHEREAS, the Municipality, after such consideration, analysis and deliberation, has approved and found sufficient the technical ability, financial condition, legal qualification and character of said Grantee; and

WHEREAS, the Municipality has also considered and analyzed the plans of the Grantee for the operation of a cable television and cable communications system and found the same to be adequate and feasible in view of the needs and requirements of the Municipality; and

WHEREAS, the Municipality has determined that it is in the best interests of and consistent with the health, safety and welfare of the citizens of the City to grant a renewal cable television Franchise to the Grantee to operate a cable television and cable communications system within the confines of the Municipality and on the terms and conditions hereinafter set forth; and

WHEREAS, the Grantee is hereby awarded a Franchise for the occupation or use of the public way within the Municipality for the construction, operation, and maintenance of a cable television and cable communications system. Said franchise shall remain effective for a period of ten (10) years from date of completion of upgrade as per Section 10 (a.1) of this agreement (See Schedule C attached). In the event that the Grantee's upgrade commitment is not completed in a timely manner, this franchise will expire five (5) years from July 1, 1996 or July 1, 2001.

WHEREAS, the Grantee accepts this award of the Franchise and has agreed to be bound by the conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the granting of a Franchise pursuant to this Agreement, the Grantee hereby promises to comply with the provisions of this Agreement and the Ordinance. In consideration of the Grantee's promises, the municipality hereby grants to the Grantee a franchise pursuant to this Agreement and in accordance with the following terms and conditions.

2. TITLE

As stated, this Cable Communications Franchise Agreement between the City of Pinconning and C-TEC Cable Systems of Michigan, Inc. may be hereinafter referred to as the "Franchise Agreement," or the "Agreement."

3. DEFINITIONS

For the purposes of this franchise, the following terms shall have the following meanings:

- a. "Grantee" shall mean C-TEC Cable Systems of Michigan, Inc.
- b. "Municipality" or "City" shall mean the City of Pinconning.
- c. "FCC" shall mean the Federal Communications Commission.
- d. "Franchise" shall mean the right and authority to operate, install, and maintain a cable television and cable communications system within the Municipality.
- e. "Service Areas" shall mean the entire area designated within the boundaries of the Municipality.
- f. "System" shall mean the lines, fixtures, equipment attachments and all appurtenances thereto which are used in the construction, operation and maintenance of the cable television and cable communications system herein authorized, which receives directly or indirectly over the air, or otherwise, and amplifies or otherwise modifies the signals transmitting programs broadcasted by one or more television or radio stations as well as signals transmitting any information of any kind whatsoever and distributes such signals to the public.
- g. "Municipality Board" is the duly elected Board of the City of Pinconning.
- h. "Communications Acts" shall mean the Cable Communications Policy Act of 1984 as amended by The Cable Television Consumer Protection and Competition Act of 1992 and as further amended by the Telecommunications Act of 1996.

4. GRANT OF AUTHORITY AND TERM

a. There is hereby granted by the Municipality, insofar as it has the power to do so, to the Grantee the non-exclusive right, privilege and franchise to have, acquire, construct, reconstruct, use, operate, own and maintain a cable television and cable communications system in the Municipality. This franchise shall have a term commencing on the effective date of this franchise as provided in Section 6, below, and continuing for ten (10) years from the date of completion of an upgrade as required per Section 10 (a.1) of this Franchise Agreement or, in the event that Grantee's upgrade commitment is not completed in a timely manner, this franchise will be in effect until July 1, 2001. The Municipality will be notified by Grantee via certified letter upon completion of the upgrade. Upon receipt of notification, the Municipality will execute Schedule C of this document. This Franchise Agreement shall continue to be in effect until a renewal agreement is negotiated and executed.

b. For purposes of this Agreement, the designation "Grantee" shall be deemed to include C-TEC Cable Systems of Michigan, Inc., its parent or subsidiaries.

c. The Municipality hereby grants to Grantee the authority to use the Municipality's public streets, sidewalks, easements and other rights-of-way for the purposes of this Agreement.

d. Grantee shall, after giving notice to and obtaining the written approval of the property owner have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public ways and places of the municipality so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

5. RIGHT OF MUNICIPALITY TO ISSUE FRANCHISE

Municipality warrants to Grantee that it has the right to issue the Franchise and enter into the Franchise Agreement. Any Ordinance approved by the Municipality shall give Grantee the opportunity to renew the franchise pursuant to the procedures provided for under the Communications Acts.

6. EFFECTIVE DATE OF FRANCHISE

Subject to the provisions of the Ordinance, the effective date of the franchise and this Franchise Agreement shall be July 1, 1996.

7. FRANCHISE AGREEMENT

This Agreement is a contract between the Municipality and the Grantee, binding upon both parties. It is the intent of the parties that this Agreement (or any renewal hereof) shall be subject to amendment from time to time to allow the Grantee to innovate and implement new services and developments or to agree to any terms allowed by law and for which each party agrees to bargain in good faith with the other party, upon the initiation of any proposed amendment.

8. RATES.

Grantee's rates and charges for the provision of Cable Services (and for related services, such as equipment rental, deposits, disconnect fees and downgrade fees) shall be subject to regulation by Municipality to the full extent from time to time authorized by Federal law. Municipality may from time to time elect not to regulate Company's rates and charges, and any such election shall not waive Municipality's rights to regulate in the future.

a. As to Cable Services, Municipality acknowledges that as of the date of this Franchise its ability to regulate rates and charges is limited by the Cable Communications Policy Act of 1984, as amended, and applicable FCC regulations.

b. Regulation: Municipality reserves the right to regulate Grantee, the Cable Television and Cable Communications System, and the provision of Cable Services to the maximum extent from time to time permitted by Federal law.

9. FRANCHISE FEE

During the term of this Agreement, the Municipality may elect to implement a franchise fee, payable annually to the Municipality in an amount not to exceed the limitations imposed by Federal law and the regulations promulgated thereunder, and applicable State laws and/or regulations, if any. If the Municipality so elects, it shall give the Company at least 60 days written notice of same, and thereafter the Company shall pass through to subscribers the amount of the franchise fee pursuant to 47 U.S.C. Section 542.

10. CONSTRUCTION OF ADDITIONAL CABLE SYSTEM

a. As of the date of this Agreement, the Grantee's cable system has been constructed and is providing service in the areas of the Municipality which are identified on the attached Schedule A.

a.1 Grantee shall construct a cable system within five (5) years of signing this Franchise Agreement with sufficient bandwidth which, when used in conjunction with an appropriate device at the subscriber's receiver, shall enable the reception of a minimum of fifty-four (54) downstream video channels or approximately four hundred (400) megahertz.

b. Extensions of the Cable Television System where the extension would pass "X" occupied dwelling units per cable mile of distribution or trunk cable contiguous to the existing plant (excluding drops to dwelling units) where "X" is as set forth below. The preceding figures shall be pro-rated for distances more or less than one mile.

b.1 30 in 1996; and 25 after calendar 1997.

c. Upon the annexation of any territory to the Municipality (other than through governmental consolidations process, as to which the Municipality makes no agreement), the right and Franchise hereby granted shall extend to the territory so annexed; and all facilities owned, maintained or operated by Grantee, located within, under or over streets of the territory so annexed thereafter be subject to all the terms hereof.

11. CONDITIONS ON STREET USE.

a. All transmission and distribution structures, lines and equipment erected by the Grantee within the Municipality shall be located so as not to interfere with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys, or other public ways and places, and not to interfere with existing installations in such streets. In all areas of the Municipality where the cables, wires or other like facilities of public utilities are placed underground either now or in the future, the Grantee shall place its cables underground to the maximum extent the then existing technology reasonably permits. In all other areas of the Municipality, Grantee shall be permitted to hang its wires and file with the Municipality maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities.

b. In the case of any disturbance of pavement, sidewalk, driveway, lawn, dirt, stone or other surfacing, by Grantee, the Grantee shall at its own expense, and in the manner approved by the City, replace and restore all paving, lawn, dirt, stone, sidewalk, driveway or other surface of any street or alley disturbed.

c. If at any time during the period of the Franchise the City shall lawfully elect to vacate, alter, improve or change the grade or location of any street, alley or other public way, the Grantee shall upon reasonable notice by the City, remove, replace and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense, and in each instance comply with the requirements of the City.

d. The Grantee shall not place poles, conduits or other fixtures above or below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrant or other utility, and all such poles, conduits or other fixtures placed in any street shall be so placed as to comply with all requirements of the City.

e. The Grantee shall, on request of any person holding a moving permit issued by the City, temporarily move its wires or fixtures to permit the moving of buildings, the expense of such temporary removal to be paid by the person requesting the same, and the Grantee shall be given not less than 48 hours advance notice to arrange for such temporary changes.

f. The Grantee shall have the authority to trim any trees upon and overhanging the streets, alleys, sidewalks and public places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the City and agreed to by the Grantee, such trimming may be done by it, or under its supervision and direction, at the expense of the Grantee. Said expense shall be the City's direct labor cost including fringe benefits of personnel which performing such trimming. The Grantee shall reimburse the City such expense. The Grantee shall hold the City harmless from any wrongful or unlawful action herein.

g. Grantee and City shall, in connection with the installation and maintenance of transmission and distribution structures, lines and equipment of Grantee, both above and below ground, consider specifications for such installation and maintenance submitted to the supervisor of streets of the City by the Grantee. Should the supervisor of streets object to the proposals of Grantee, the supervisor of streets shall deliver all such objection in writing to Grantee within five (5) days after receipt of such proposal. In the event of the filing of such objections by the supervisor of streets, the proposals and objection shall be submitted to the City Board for determination at its next regularly scheduled meeting.

12. COMPLIANCE WITH APPLICABLE LAWS

The construction, operation and maintenance of the System by Grantee shall be in full compliance with all other applicable laws, rules and regulations which regulate the provision of cable television service, including but not limited to the provisions within the "Communications Acts" and any amendments thereof.

13. ACCESS CHANNEL(S)

a. One (1) channel shall be made available for access cable casting. Access shall be used for government, public and educational (P.E.G.) access cablecast transmissions. In addition to other provisions herein, the access channel shall be made available equally to communities associated with the headend facility located at 6099 E. Pinconning Rd. in the Township of Pinconning, County of Bay. These communities listed as Schedule "B". To the extent not otherwise in use by as provided in this section, Grantee may use the access channel or may allocate use as Grantee determines.

b. A council shall be established consisting of equal representation of all communities served by the Pinconning headend (schedule "B"). This council will be created to provide procedures, policies, contracts, and all arrangements for such access and may include direct contracts with others to provide such access. The council shall give the Grantee a report annually on the use of such access channel.

14. CHARACTER GENERATOR

a. In conjunction with the operation of the access channel Grantee shall provide, at no cost to the access council, a character generator suitable displaying paged messaging. The character generator will be maintained and repaired by Grantee except to the extent any costs associated with maintenance not attributable to normal wear and tear.

b. Municipality shall provide personnel needed to operate the character generator and shall provide assistance to other communities served by access channel, an equal opportunity to have displayed paged messaging.

15. SERVICE TO MUNICIPAL AND SCHOOL BUILDINGS.

a. Where the following are within 500 feet of Grantee's Cable Television System, Grantee will provide without any installation charge (except as specified below) or monthly charge one free outlet in each Municipal building or facility; in each public, private and parochial K-12 school or college; and will allow Municipality and each such school without additional charge, to extend such service to some or all rooms, classrooms and auditoriums, but not to dormitories. Grantee shall give each such customer a credit towards installation charges of \$500.00 and customer shall pay charges that exceed such credit. None of the proceeding shall be charged any fee during the term of this agreement for the channels comprising of basic service.

b. Grantee shall maintain a level of service to said outlet, consistent with the service to other areas of the System.

16. INDEMNIFICATION AND INSURANCE

a. Indemnity: Grantee shall at its sole cost and expense fully indemnify, defend, and save harmless the Municipality, its officers, boards, commissions, and employees against any and all claims, suits, actions, liabilities, and judgments for direct damages actually incurred by Municipality as a result of the breach of any of the terms and conditions of this Franchise Agreement. These damages or penalties shall include, all other damages arising out of the installation, operation, or maintenance of the cable television and cable communications system authorized, allowed, or prohibited by this franchise, unless arising from the acts, omissions or negligence of the Municipality.

b. Insurance: At all times during the term of the franchise, Grantee shall obtain, pay all premiums for and file with the Municipality executed duplicates copies of policies and receipts evidencing payment of premiums for the following:

1. A commercial liability insurance policy covering Grantee for claims arising from bodily injury (including death) and property damage liability with a combined \$1,000,000 limit per occurrence and \$1,000,000 annual aggregate.

2. Grantee and Municipality each mutually waive its right of recovery against the other for damages to each other's property and their respective property insurance policies will be endorsed to include waiver of subrogation.

3. Workers Compensation insurance shall be provided as required by the laws of the State of Michigan.

c. All of the foregoing insurance contracts shall be issued and maintained by companies authorized to do business in the State of Michigan.

17. TRANSFER OF RIGHTS

The Franchise granted by this Franchise Agreement is nontransferable by the holder of the franchise to any other person except with the express approval of the Municipality. However, the Municipality shall not have any right of approval for any transfer of rights by Grantee to a parent, subsidiary or any affiliate of Grantee or to the mortgage or pledge of the Franchise Agreement by Grantee for financing purposes.

18. RENEWAL PROCEDURE

Grantee shall have the option to request renewal of this Agreement for an additional period not to exceed ten (10) years. The renewal procedure shall adhere to the requirements as set forth in the Communications Acts and any amendments thereto. Renewal shall not be unreasonably denied. If this Franchise Agreement is renewed by the Municipality, all of the terms and provisions contained herein shall be controlling during the renewal period, except to the extent that said terms and provisions are modified by the mutual agreement of the Municipality and Grantee or unless this Franchise Agreement is superseded by a new Agreement.

19. FORFEITURE AND TERMINATION IN EVENT OF DEFAULT

If Grantee shall fail to comply with any of the provisions of this Franchise Agreement, or default in any of its obligations hereunder, and shall within sixty (60) days after written notice from the Municipality, fail to commence and, within a reasonable time thereafter, correct such default or noncompliance, the Municipality may, in addition to all other rights established in this Franchise Agreement, and subject to the requirements of Federal Law, declare this Franchise Agreement and all rights of Grantee hereunder revoked, forfeited and terminated. Anything herein to the contrary notwithstanding, the Municipality shall have and enjoy every right to and remedy for the enforcement of this Franchise Agreement, for damages or otherwise, as may be provided by law or equity.

20. SERVICE OF NOTICE

a. All notices are required to be given to the Municipality under any provisions of this Franchise Agreement shall be in writing and shall be deemed serviced:

1. When delivered by hand to the Municipality Clerk during normal business hours; or

2. When mailed with postage prepaid by certified mail, return receipt requested, or when delivered by a nationally recognized private courier service to any other person designated herein to receive such notice.

2.a All notices are required to be given to the Grantee under any provisions of this Franchise Agreement shall be in writing and shall be deemed serviced:

1. When delivered by hand or mailed to Grantee's address for service of notice; or

2. When mailed with postage prepared by certified mail, return receipt requested, or when delivered by a nationally recognized private courier service to any other person designated herein to receive such notice on behalf of Grantee.

21. WAIVER

The waiver by any party hereto of a breach or violation of any provision of this Franchise Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Franchise Agreement.

22. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Franchise Agreement is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such portion shall be deemed a separate distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

23. SUCCESSORS AND ASSIGNS

Subject to the terms and conditions set forth in Section 20, this Franchise Agreement shall be binding on any successors or assigns of Municipality or Grantee.

24. GOVERNING LAW

This Franchise Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

25. AMENDMENTS

Except as otherwise expressly provided herein this Franchise Agreement may be amended only by a written instrument executed by both parties and adopted by the Municipality in accordance with the law.

26. COUNTERPARTS

It is contemplated that this Franchise Agreement will be executed in multiple counterparts, all of which together shall be deemed to be one agreement.

27. CAPTIONS

The captions in this Franchise Agreement are for convenience only and shall not be considered as part of this Franchise Agreement or in any way to amplify or modify the terms and provisions hereof.

28. ENTIRE AGREEMENT

This Franchise Agreement constitutes the entire agreement between the parties and shall supersede all previous negotiations, commitments, representations and writings written or oral. Any alteration or amendment to this Franchise Agreement shall be acceptable only if presented in writing and signed by the party against whom enforcement of same is sought.

IN WITNESS WHEREOF, the parties have set their respective hands and seals on this date written below.

WITNESSES:

Tony Pawelski
TONY PAWELSKI

Timothy Stalker
TIMOTHY STALKER

Dated: JULY 18, 1996.

Dated: _____, 1996.

CITY OF PINCONNING

By: *Bradley Noeldner*
Mr. Bradley Noeldner,
City Manager

By: *Karen Waterman*
Ms. Karen Waterman,
Clerk

C-TEC CABLE SYSTEMS OF MICHIGAN, INC.

By: _____
John J. Gdovin
Vice President

SCHEDULE A

CURRENT MAP OF CABLED AREA OF COMMUNITY

SCHEDULE B

Communities served by Pinconning System

**DEEP RIVER TOWNSHIP
LINCOLN TOWNSHIP
PINCONNING CITY
PINCONNING TOWNSHIP
STANDISH CITY
STANDISH TOWNSHIP**

SCHEDULE C

CITY OF PINCONNING

Resolution 105-C

Re: Cable Communications Franchise Agreement by and between the City of Pinconning and C-TEC Cable Systems of Michigan, Inc. dated July 1, 1996.

BE IT RESOLVED, that, on this day of JULY 15, 1996 the system upgrade as required by section 10 (a.1) of that certain Cable Communications Franchise Agreement (the "Agreement") referenced above has been completed. As such, the term of the Agreement is hereby extended for a period of ten (10) years from the above date, or until JULY 15, 2006, as mutually agreed to by the City of Pinconning and C-TEC Cable Systems of Michigan, Inc.

Motion by: ALLEN

Support by: OTT

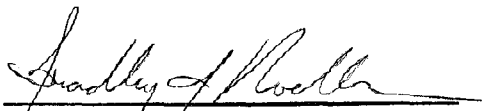
to adopt the foregoing Resolution

Ayes: ALLEN, HASSO, MCKAY, OTT, SAHA, MAYOR PAWELSKI

Nayes: NONE

Absent and Excused: HALL

The foregoing Resolution was adopted this 15th day of JULY, 1996.



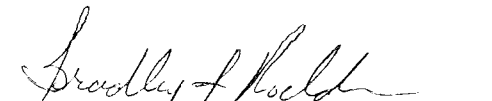
City Manager, City of Pinconning



Clerk, City of Pinconning

CERTIFICATION

I, BRADLEY J. NOELDNER, City Manager of the City of Pinconning, certify the above is a true and correct copy of a Resolution adopted by the Pinconning City Council on JULY 15, 1996.



City Manager, City of Pinconning

h:\fran\renewal\pores

ORDINANCE NO. 106

AN ORDINANCE TO PROVIDE FOR THE IMPROVEMENT OF THE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM OF THE CITY OF PINCONNING, MICHIGAN; TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO DEFRAID THE COST THEREOF; TO PROVIDE FOR THE RETIREMENT AND SECURITY OF SAID BONDS; AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO SAID SYSTEM AND SAID BONDS.

THE CITY OF PINCONNING (BAY COUNTY, MICHIGAN) ORDAINS:

SECTION 1. Whenever used in this ordinance or in the bonds to be issued hereunder, except when otherwise indicated by the context:

- (a) The term "city" shall be construed to mean the City of Pinconning, Michigan.
- (b) The term "council" shall be construed to mean the Council of said City of Pinconning, the legislative and governing body thereof.
- (c) The term "project" shall be construed to mean the improvements to be acquired pursuant to this ordinance.
- (d) The term "acquired" shall be construed to include acquisition by purchase, construction or by any other method.
- (e) The term "water supply system" shall be construed to include all plants, works, instrumentalities and properties (as the same shall from time to time exist), used or useful in connection with the obtaining of a water supply, the treatment of water and/or the distribution of water, by the city.

- (f) The term "sewage disposal system" shall be construed to include all sanitary sewers, combined sanitary and storm sewers, plants, works, instrumentalities and properties as the same shall from time to time exist, used or useful in connection with the collection, treatment and/or disposal of sewage, by the city.
- (g) The term "system" (unless preceded by the words "water supply" or "sewage disposal") shall be deemed to refer to the water supply and sewage disposal system of the city.
- (h) The term "revenues" and "net revenues" shall be construed as defined in Section 3 of Act No. 94, Michigan Public Acts of 1933, as now amended.

SECTION 2. The Council hereby determines it to be advisable and necessary to improve the water supply and sewage disposal system of the city by acquiring a new filter plant with a capacity of 750,000 gallons of water per day and by construction of 15,300 lineal feet of 8" water main and 5,000 lineal feet of 6" water main, all substantially in accordance with the Engineer's Report prepared by Spicer Engineering Company, registered professional engineers, which report is now on file with the City Clerk and is hereby approved and adopted.

SECTION 3. The Council does hereby adopt the said engineer's estimate of 40 years and upwards as the period of usefulness of said project and also the said engineer's estimate of Five Hundred Twelve Thousand Dollars (\$512,000.) as the cost of said project, including no capitalized interest upon the bonds herein authorized therefor, both of which estimates are on file with the City Clerk.

*SECTION 4. There are hereby authorized to be issued and sold pursuant to the provisions of Act No. 94, Michigan Public Acts of 1933, as amended, revenue bonds in the aggregate principal sum of Two Hundred Twenty Thousand Dollars (\$220,000), for the purpose of defraying the cost of the said project. Said bonds shall be known as "Water Supply and Sewage Disposal System Revenue Bonds, Series 1963"; shall be dated as of July 1, 1963; shall be numbered consecutively in the direct order of their maturities from 1 to 220, both inclusive; shall be coupon bonds in the denomination of \$1,000 each; shall be registrable as to principal only, in the manner hereinafter set forth in the bond form; shall bear interest at a rate or rates to be hereafter determined not exceeding 5% per annum, payable on January 1, 1964, and thereafter semi-annually on the first days of July and January in each year; and shall mature on July first in each year as follows: \$2,000. in each of the years 1964 thru 1965, \$3,000. in each of the years 1966 thru 1968, \$4,000. in each of the years 1969 thru 1972, \$5,000. in each of the years 1973 thru 1976, \$7,000. in each of the years 1977 thru 1979, \$8,000. in each of the years 1980 thru 1981, \$10,000. in each of the years 1982 thru 1986, and \$12,000. in each of the years 1987 thru 1993. The bonds of said issue maturing in the years 1974 thru 1993, shall be subject to redemption prior to maturity, at the option of the city, inverse numerical order, on any/^{one} or more interest payment dates on and after July 1, 1970. Each bond called for redemption shall be redeemed at the par value thereof and accrued interest, plus a premium in accordance with the following schedule, to-wit:

\$50 if called to be redeemed on or after July 1, 1970
but prior to July 1, 1974.

\$40 if called to be redeemed on or after July 1, 1974
but prior to July 1, 1978.

\$30 if called to be redeemed on or after July 1, 1978
but prior to July 1, 1981.

\$25 if called to be redeemed on or after July 1, 1981
but prior to July 1, 1984.

\$20 if called to be redeemed on or after July 1, 1984
but prior to July 1, 1987.

\$15 if called to be redeemed on or after July 1, 1987
but prior to July 1, 1990.

\$10 if called to be redeemed on or after July 1, 1990
but prior to July 1, 1992.

\$ 0 if called to be redeemed on or after July 1, 1992.

Notice of redemption shall be given to the holders of the bonds to be redeemed by publication of such notice not less than thirty (30) days prior to the date fixed for redemption at least once in a newspaper or publication circulated in the City of Detroit, Michigan, which carries as a part of its regular service, notices of the sale of municipal bonds: Provided, that where any bond shall be registered, then notice of the redemption thereof shall be given by registered United States mail addresses to the registered holder thereof at the address shown on the City Clerk's registration books, which notice shall be mailed not less than thirty (30) days prior to the date fixed for redemption. Bonds so called for

redemption shall not bear interest after the date fixed for redemption, provided funds are on hand with the paying agent to redeem the same.

The principal of said bonds and the interest thereon shall be payable in lawful money of the United States of America at such bank or trust company, which qualifies as a paying agent under Federal or Michigan Law, as shall be designated by the original purchaser of the bonds upon presentation and surrender of said bonds and attached coupons as they severally mature.

SECTION 5. The Mayor and City Clerk and Treasurer of said city shall execute said bonds for and on behalf of the city and the City Clerk and Treasurer shall affix the seal of the city thereto. The Mayor and City Clerk and Treasurer shall also execute the interest coupons to be attached to said bonds by causing to be affixed thereto their facsimile signatures. The City Clerk and Treasurer of the city shall deliver said bonds and attached coupons to the purchaser thereof as hereafter determined by the Council upon receipt of the purchase price therefor.

SECTION 6. The bonds herein authorized shall be sold in the manner provided in Section 12 of Act No. 94, Michigan Public Acts of 1933, as amended.

SECTION 7. Said bonds and attached coupons shall not be a general obligation of the city and shall not be an indebtedness of the city within any state constitutional provision or any statutory or charter limitation. The principal of and interest on said bonds shall be payable solely from the net revenues derived from the operation of the system, including future improvements, enlargements and extensions thereof. To secure the payment of the principal of and interest on the bonds issued hereunder, and on any additional bonds of equal standing which may be issued as provided by the terms of this ordinance, there is hereby created in favor of the holders of said bonds and the interest coupons pertaining thereto, and each of such holders, a first lien (by said Act No. 94, Michigan Public Acts of 1933, as amended, made a statutory lien) upon the net revenues from the said system, including future improvements, enlargements and extensions thereof. The net revenues so pledged shall be and remain subject to said lien until the payment in full of the principal of and interest on said bonds.

SECTION 8. The holder or holders of any of the bonds or interest coupons herein authorized to be issued, shall have all the rights and remedies given by law and particularly by said Act No. 94, Michigan Public Acts of 1933, as amended, for the collection and enforcement of said bonds and coupons and the security therefor, including the right to have a receiver appointed for the system in event of default on the part of the city in the performance of the terms of the bond contract.

SECTION 9. The system shall be operated as a combined water supply and sewage disposal system and shall be operated upon the basis of a fiscal year beginning on July 1 of each year and ending on June 30 of the following year.

SECTION 10. The operation, maintenance and management of the system shall be under the immediate supervision and control of the Council or such officer or board as shall be designated or created by the Council and subject to its control.

SECTION 11. Except as herein otherwise provided, water to be furnished by the system to each premises shall be measured by a meter installed and controlled by the city. The monthly charges for water service to each premises connected with the water supply system shall be as follows:

(a) Monthly Meter Charges:

5/8" x 3/4" Meter	- \$2.50 per month
3/4" Meter	- 2.50 per month
1" Meter	- 3.00 per month
1-1/4" Meter	- 3.75 per month
1-1/2" Meter	- 4.25 per month
2" Meter	- 5.25 per month

(b) Monthly Charges Based on Consumption in Addition to (a) above

The charge for the first 2,000 gallons of water used per month is included in Monthly Meter Charge set forth in (a) above.

All water used during the month in excess of 2,000 gallons shall be paid for at the rate of \$0.25 per 1,000 gallons.

The minimum monthly water charge to each premises connected with the water supply system shall be the amount of the monthly meter charge based on size of meter in service as set forth in (a) above.

The city shall pay for all water used by it at the foregoing rates, except that for fire hydrant service, the charge shall be Twenty-Five Dollars (\$25) per year for each hydrant in the city. Charges against the city shall be payable in quarterly (3 months) installments from the current funds of the city or from the proceeds of taxes, which the city, within the constitutional limitations, is hereby authorized and required to levy in an amount sufficient for that purpose.

The cost of water service connections from the City's water mains to private premises shall not be paid from the proceeds of the bond issue or from the revenues of the system.

SECTION 12. The monthly charge for sewage disposal services to each premises connected with the sewage disposal system shall be computed in accordance with the amount of water used therein or thereon as measured by the water meter installed on the premises, regardless of meter size, and at the following rates, to-wit:

\$2.50 per month for the first 2,000 gallons
of water used per month.

\$0.25 per 1,000 gallons for the next 4,000
gallons of water used per month.

\$0.20 per 1,000 gallons for all water used
in excess of 6,000 gallons per month.

The minimum monthly sewage disposal charge to each premises connected with the sewage disposal system shall be the sum of Two and One-Half Dollars (\$2.50).

If the character of sewage from any manufacturing or industrial plant, or from any building or premises, is such that it imposes an unreasonable additional burden upon the sewage disposal system of the city or any other sewage disposal system through which it flows, then an additional charge shall be made over and above the regular rates, or it may be required that such sewage be treated by the person, firm or corporation responsible therefor before being emptied into any public drain or sewer, or the right to so empty said sewage may be denied, if necessary for the protection of any such sewage disposal system or the public health or safety.

The cost of sewer connections from the City's sewer to private premises shall not be paid from the proceeds of the bond issue or from the revenues of the system.

Informal Council Meeting — February 28, 1983

Meeting called to order at 7:30 P.M. by Mayor Walworth.

ROLL CALL: Present: Berthiaume, Adcock, Henderson, Byrne and Mayor Walworth. Absent: Brazeau and Beechum. Quorum: Present.

Larry Shuart and Bill McMann were present and informed the Council they plan to open the Brazeau Game Room under the name of Alpine Arcade. Their hours would be 30 minutes after school to 10:30 P.M. Monday thru Thursday and Friday and Saturday until Midnight. They asked that the City Police visit the establishment on a regular basis. It would be open in about a week.

The City Manager's report was reviewed and the following motions were presented:

Henderson/Byrne: Move that a Public Hearing be set for Monday, March 14, 1983 at 8:00 P.M. on the request for the establishment of a Commercial Rehabilitation and Development District for the following described property:

That piece or parcel of land situated in the City of Pinconning, County of Bay, State of Michigan, described as follows, to-wit: Commencing at the Northeast corner of Section 27, Town 17 North, Range 4 East, Pinconning Township, Bay County, Michigan; thence South 433.0 feet, along the East Section line to the Point of Beginning; thence South 860.73 feet, along the East Section line; thence South 89°56' West 276.70 feet; thence North 861.51 feet, parallel to the East Section line; thence South 89°53' East 276.70 feet to the Point of Beginning. Subject to Right of Way for Highway M-13 along the East side of said parcel.

Passed by a unanimous voice vote.

Adcock/Henderson: Move that water and sewer line tap rates be changed to \$350 each from November thru April, any water tap over 1" be charged at a rate of \$350 plus any additional time and materials, and that regular water and sewer line tap rates remain at \$250 each from May thru October. Roll Call Vote: Yeas, 5. Nays, 0, Absent, 2. Motion carried.

Henderson/Adcock: Move to authorize the City Manager and one or two members of the Planning Commission permission to attend a Planning/Zoning Commissioners workshop on March 15 at Gaylord at a cost of \$15 per person plus mileage. Carried.

Berthiaume/Byrne: Move to authorize the City Manager to sign a contractual agreement with the Department of Public Health to provide for the upgrading of the water department flouridation equipment with the State providing the equipment. Carried by a unanimous voice vote.

Berthiaume/Byrne: Move that DPW services for the Water and Sewer Fund be recorded on a quarterly basis and interfund transfers made to the General Fund as recommended by the City Auditors. Passed by a unanimous voice vote.

Pat Donahue and Rick Knop of Edmand's Engineering were in attendance to update Council with regard to water rates and their recommendations as to rates that the City will have to impose in order to meet the obligations of the Bonding Issue.

Discussion was held on this and also notification of water and sewer customers of the new rates and when they would go into effect.

The City Manager was directed to draft the following in resolution form based upon recommendations of the Engineers.

A \$35.00 minimum charge on 3,000 gallons and \$4.00 per 1,000 gallons thereafter per quarter to outside city customers, a \$300.00 per quarter charge on the 6" meter, plus \$3.10 per thousand gallons to the Pinconning Township Water District, an increase in the minimum water charge from \$16.85 to \$20.00 per quarter on 3,000 gallons and \$3.10 per 1,000 gallons thereafter to City users, and increasing the minimum sewer charge from \$16.85 to \$20.00 per quarter on 3,000 gallons, but leaving the same rate of \$1.68 per 1,000 gallons, thereafter, in effect on City users.

Henderson/LaBelle: Move to rescind motion of December 22, 1986 of approving rates to be charged under the new connection to the Bay County Water System at \$20.00 for the first 3,000 gallons and \$2.99 per 1,000 gallons thereafter for all City users. Carried.

Wizorek/Hornack: Move to hold the February Informal Meeting on February 16, 1987, rather than February 23, 1987.

PUBLIC SAFETY:

The January Polic Report reflected 87 radio runs, 3 felony arrests, 11 misdemeanor arrests, 17 moving violations, 19 general assists, 2 court appearances, 2 convictions, 360.2 gallons of gas, 8 quarts of oil used driving 3,997 miles.

Henderson/LaBelle: Move to appoint the Public Safety Chairman on the City Council as a second delegate to serve on the Northern Bay Ambulance Board. Carried.

The City Manager was directed to investigate the possibility of the installation of a warning device at the Bay Terminal Railroad Crossing on M-13.

PARKS & RECREATION:

Chairman Rabish informed Council that a letter has been sent to Rick Moore, who is Chairman of a Workshop for the Future of Saginaw Bay, Supporting their endeavors.

Allen/Pawelski: The City of Pinconning ordains that Section 11, Article B, Paragraph 3 or Ordinance 106 be and the same hereby amended to read as follows:

The City shall pay for all water used by it at the foregoing rates, except that for fire hydrant service, the charge shall be Fifty Dollars (\$50) per year for each hydrant in the City. Charges against the City shall be payable in quarterly (3 month) installments from the current funds of the City or from the proceeds of taxes, which the City, within the constitutional limitations, is hereby authorized and required to levy in an amount sufficient for that purpose.

Effective date July 1, 1991..

ROLL CALL VOTE: Yeas: 7, Nays: 0, Motion declared adopted, Council action at Regular Council Meeting held May 13, 1991.


Derald Adcock, Mayor


Karen Waterman, Clerk

Published in the Pinconning Journal, May 22, 1991

The City of Pinconning Ordains: That Section 11, Article B, Paragraph 3 of Ordinance #106 shall be and the same hereby amended to read as follows:

AN ORDINANCE TO PROVIDE FOR THE IMPROVEMENT OF THE WATER SUPPLY AND SEWAGE DISPOSAL SYSTEM OF THE CITY OF PINCONNING, MICHIGAN: TO PROVIDE FOR THE ISSUANCE AND SALE OF REVENUE BONDS TO DEFRAY THE COST THEREOF: TO PROVIDE FOR THE RETIREMENT AND SECURITY OF SAID BONDS: AND TO PROVIDE FOR OTHER MATTERS RELATIVE TO SAID SYSTEM AND SAID BONDS.

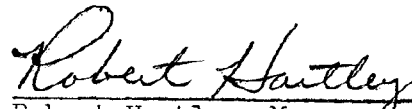
Art. B

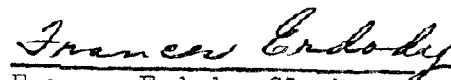
Sec. 11

Para. 3

The City shall pay for all water used by it at the foregoing rates, except that for fire hydrant service, the charge shall be One Hundred Dollars (100) per year for each hydrant in the City. Charges against the City shall be payable in quarterly (3 month) installments from the current funds of the city or from proceeds of taxes, which the city, within the constitutional limitations, is hereby authorized and required to levy in an amount sufficient for that purpose.

Adopted unanimously May 8, 1975 by the City Council.


Robert Hartley, Mayor


Frances Erdody, Clerk

Regular Council Meeting - May 13, 1991

Allen/Pawelski: The City of Pinconning ordains that Section 13 of Ordinance 106A shall be and the same hereby amended to read as follows:

Section 13: No free service shall be furnished by the system to the City or to any person, firm or corporations, public or private, or to any public agency or instrumentality. Charges for services furnished by the system shall be billed and collected quarterly. Such charges shall become due at such times, not exceeding 15 days after the reading of the water meter, as shall be established by resolution of the Council, and if such charges are not paid on or before such due date, then a penalty of ten (10%) percent shall be added thereto. In the advent that the charges for any such services furnished to any premises shall not be paid within thirty (30) days after the due date thereof, then all services furnished by the system to such premises shall be discontinued. Services so discontinued shall not be restored until sums then due and owing, including penalties, shall be paid, plus a shut off charge of Fifteen Dollars (\$15) and a turn-on charge of Fifteen (\$15).

Effective date July 1, 1991.

ROLL CALL VOTE: Yeas: 7, Nays: 0, Motion declared adopted.


Derald Adcock, Mayor


Karen Waterman, Clerk

Published in the Pinconning Journal May 22, 1991

Regular Council Meeting - May 12, 1980

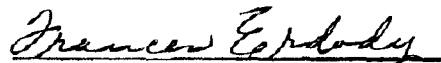
Beechum/Walworth: Move to amend Ordinance 106A, Section 13, to increase the shut-off charge from \$2.00 to \$5.00 and the turn-on charge from \$2.00 to \$5.00 effective immediately.

Roll Call Vote: Yeas: All. Nays: None. Carried unanimously.



W. W. Evans, Mayor

Attest:



Frances Erdody, Clerk

SECTION 13. No free service shall be furnished by the system to the city or to any person, firm or corporation, public or private, or to any public agency or instrumentality. Charges for services furnished by the system shall be billed and collected monthly. Such charges shall become due at such times, not exceeding 15 days after the reading of the water meter, as shall be established by resolution of the Council, and if such charges are not paid on or before such due date, then a penalty of 10% shall be added thereto. In the event that the charges for any such services furnished to any premises shall not be paid within 30 days after the due date thereof, then all services furnished by the system to such premises shall be discontinued. Services so discontinued shall not be restored until all sums then due and owing, including penalties, shall be paid, plus a shut-off charge of \$2.00 and a turn-on charge of \$2.00.

SECTION 14. Charges for services furnished by the system to any premises shall be a lien thereon, and on May 1 of each year the person or agency charged with the management of said system, shall certify any such charges which have been delinquent six (6) months or more, to the City Assessor who shall enter the same upon the next tax roll against the premises to which such services shall have been rendered, and said charges shall be collected and said lien, shall be enforced in the same manner as provided in respect to taxes assessed upon such roll: Provided, that when a tenant is responsible for the payment

of any such charge against any premises, and the city is so notified in writing, with a true copy of the lease of the affected premises (if there be one) attached, then no such charge shall become a lien against such premises from and after the date of such notices. However, in event of the filing of such notice, no further service shall be rendered by the system to such premises until a cash deposit equal to three times the average monthly charge to such premises shall have been made as security for the payment of charges thereto.

SECTION 15. The rates thereinbefore established are estimated to be sufficient to provide for the payment of the expenses of administration and operation of the system and such expenses for the maintenance thereof as may be necessary to preserve the same in good repair and working order; to provide for the payment of the interest upon and the principal of all bonds payable therefrom, as and when the same shall become due and payable, and for the creation and maintenance of reserves for the payment of principal and interest as required in this ordinance; and to provide for such other expenditures and funds for the system as are required by this ordinance. Rates shall be fixed and revised from time to time by the Council so as to produce the foregoing amounts, and the city covenants and agrees to maintain at all times such rates for services furnished by the system as shall be sufficient to provide for the foregoing.

SECTION 16. The revenues of the system are hereby pledged for the purposes of the following funds, and as collected shall be set aside into the "Receiving Fund" of the system, and shall be transferred therefrom periodically into said other separate and special funds, as follows:

1. Operation and Maintenance Fund. Out of the revenues in the Receiving Fund, there shall be first set aside each month into the "Operation and Maintenance Fund," a sum sufficient to provide for the payment for the next month of all current expenses of administration and operation of the system and such current expenses for the maintenance thereof as may be necessary to preserve the system in good repair and working order. The Council at the beginning of each fiscal year, shall adopt a budget covering the foregoing expenses for such year, and such expenses shall not exceed the amount specified in said budget except by a vote of 2/3 of the members of the Council, and then only in event of an absolute necessity for such additional expenditures.

2. Bond and Interest Redemption Fund. Out of the remaining revenues in the Receiving Fund, there shall be next set aside monthly into the "Bond and Interest Redemption Fund," a sum sufficient to provide for the payment of the principal of and interest upon all bonds payable from the revenues of the system as and when the same become due and payable; pro-

vided, that the amount so set aside for interest on the bonds of each issue or series, in each month during the six (6) months immediately preceding each interest payment date shall not be less than one-sixth (1/6th) of the total amount of interest (not Capitalized) maturing on such date, and the amount so set aside for principal on the bonds of each issue or series, in each month during the twelve (12) months immediately preceding each principal payment date, shall not be less than one-twelfth (1/12th) of the amount of principal maturing on such date, and if there shall be any deficiency in the amount previously set aside, then the amount of such deficiency shall be added to the current requirement. In addition thereto, there shall be also set aside in quarterly installments for the purpose of creating a reserve in said Bond and Interest Redemption Fund, for the bonds herein authorized, a sum not less than \$3,000 per year during each of the fiscal years beginning, July 1, 1963, July 1, 1964, and July 1, 1965, and thereafter \$4,000 per year until said reserve shall equal at least \$17,000, and if at any time thereafter said reserve shall be less than \$17,000, then there shall be set aside in said reserve quarterly a sum sufficient to restore said reserve to \$17,000 at the earliest possible time. If any additional bonds of equal standing shall be issued, the authorizing ordinance shall provide for a comparable reserve therefor. Moneys in said Bond and Interest

Redemption Fund may be used for the redemption of bonds: Provided, that except in case of refunding, no bonds of any issue less than all the outstanding bonds of said issue, shall be called for redemption unless the City shall have on hand in said fund sufficient moneys therefor not otherwise appropriated or pledged, in excess of the amount of interest and principal maturing on all issues of bonds then payable from the revenues of the system within the next eighteen (18) months from the redemption date, and for the purpose of determining the amount on hand, moneys in the reserve shall not be considered as appropriated or pledged. In any case where moneys are available for the redemption of bonds, such moneys may be used instead to purchase bonds on the open market at the best price or prices obtainable, but not in excess of the then redemption price. When the principal amount owing upon any bonds shall be reduced to the amount of the reserve, therefor, then the principal of such bonds shall be paid from such reserve. In respect to the allocation and use of moneys in said Bond and Interest Redemption Fund, due recognition shall be given as to priority rights, if any, between different issues or series or outstanding bonds.

3. Replacement Fund. Out of the remaining revenues in the Receiving Fund, there shall be next set aside at the end of each fiscal year in the "Replacement Fund," a

sum not less than One Thousand Five Hundred Dollars (\$1,500) per year commencing with the fiscal year ending June 30, 1964, until such fund shall reach at least Fifteen Thousand Dollars (\$15,000), to build up a reserve for any replacements to the system which may become necessary from time to time. Whenever moneys shall be used from said fund to make such replacements, said fund shall be restored to the sum of Fifteen Thousand Dollars (\$15,000) as soon as possible thereafter.

Revenues remaining in said Receiving Fund at the end of any fiscal year after satisfaction of the above requirements for such year, shall be deemed to be surplus and shall be transferred, first, to the Operation and Maintenance Fund to the extent of any then deficit therein; second, to the Bond and Interest Redemption Fund to the extent of any then deficit therein; and third, to the Replacement Fund to the extent of any then deficit therein.

No such deficit shall be deemed to exist by reason of any required transfer of revenues to such a fund unless the city is in default in making such transfer. If thereafter any balance remains in said Receiving Fund, such balance may be transferred to a fund to be designated "Construction Fund" and used for improvements, enlargements and extensions to the system, or may be transferred to the Bond and Interest Fund. Any surplus moneys transferred to the Bond and

Interest Redemption Fund shall become a part of the reserve therein until said reserve shall have reached the required ultimate amount. No disbursements shall be made from said Receiving Fund except to the special funds as above provided.

SECTION 17. In the event that moneys in the Receiving Fund are insufficient to provide for the current requirements of the Operation and Maintenance Fund, or the Bond and Interest Redemption Fund, any moneys and/or securities in other funds of the system shall be transferred; first, to the Operation and Maintenance Fund; second, to the Bond and Interest Redemption Fund, to the extent of any deficits therein. Any amount so transferred shall be replaced as soon as possible.

SECTION 18. All moneys in the several funds of the system shall be deposited with the Pinconning State Bank in the City of Pinconning, Michigan. The moneys in the Receiving Fund, in the Operation and Maintenance Fund and in the Bond and Interest Redemption Fund, shall each be kept in a separate depository account. Moneys in the Bond and Interest Redemption Fund, over and above those being accumulated for the payment of the next maturing principal and interest, and moneys in any other fund except the Receiving Fund and the Operation and Maintenance Fund, may be invested in United States Government obligations redeemable after not more than six (6) months from purchase, at the option of the holder, at a fixed redemption price. In the event of any such investment, the securities representing the same shall be kept

on deposit with the above-named bank and the income therefrom shall become a part of the fund from which came the moneys so invested.

SECTION 19. The city hereby covenants and agrees with the holder or holders, from time to time, of the bonds herein proposed to be issued, that it will punctually perform all duties with reference to the system and said bonds required by the constitution and laws of the State of Michigan and the charter of the city and by this ordinance; that it will construct the project herein provided for the substantial accordance with the plans and specifications hereinbefore referred to, and will have the same in operation on or before the 1st day of July, 1964; that it will not sell, lease, mortgage or in any manner dispose of the system or any substantial part thereof, until all bonds payable from the revenues thereof shall have been paid in full or unless and until provisions have been made for the payment of said bonds in full; and that it will not permit any person, firm or corporation to compete with it in the furnishing of water and sewage disposal services to premises within its corporate limits. Said city further covenants and agrees with the holders of said bonds that it will maintain said system in good condition and operate the same in an efficient manner and at a reasonable cost, so long as any of said bonds are outstanding, that it will maintain insurance on the system for the benefit of the holders of said bonds in an amount which usually would be carried by private companies engaged in a similar type of business; that it will

prepare, keep and file such records, statements and accounts as may be required by Act. No. 94, Michigan Public Acts of 1933, as now or hereafter amended; that it will promptly file with the original purchasers of said bonds a copy of each annual statement which it is required to file with the Municipal Finance Commission and will also file with such purchasers a copy of the Annual Audit of the system certified by a Certified Public Account, within sixty (60) days after the close of each fiscal year; and that it will furnish a copy of the foregoing statement and audit to any bondholder upon payment of the actual cost of such copy. Any such audit shall be in such reasonable detail as will present the full financial condition of the system to the holders of bonds and shall include auditor's comments on the manner in which the system's management has complied with the provisions of the ordinance in respect to the several funds of the system.

SECTION 20. While any of the bonds herein authorized to be issued, shall be outstanding, no additional bonds payable from the revenues of system shall be issued which shall have a prior or equal standing therewith, except as hereinafter provided. The city shall have the right to issue additional bonds payable from the net revenues of the system for the purpose of improving, enlarging and-or extending the system, which bonds when issued shall have equal standing with the bonds herein authorized; Provided, that no such additional bonds of equal standing shall be issued unless the average net revenues for the then last two preceding

years or the net revenues for the then last preceding, fiscal year, whichever shall be the lower, plus 50% of the lowest estimated additional net revenues to be derived from the improvements, enlargements and extensions to be financed by such additional bonds, in any fiscal year beginning with the second full fiscal year following the estimated time of the completion of such project, shall be equal to at least 150% of the largest amount of principal and interest thereafter maturing in any fiscal year on the bonds then outstanding payable from the revenues of the system and on such additional bonds then being issued. Such additional net revenues shall be estimated by a Registered Professional Engineer who shall be selected by the Council but who shall not be a regular officer or employee of the City. The selection of such person shall be subject to disapproval by the Municipal Finance Commission. No such additional bonds shall be issued if the system shall then be in default in making any payments to the Operation and Maintenance Fund or the Bond and Interest Redemption Fund. Permission by the Municipal Finance Commission of the State of Michigan (or such other state commission or agency as shall have jurisdiction over the issuance of municipal bonds) to issue such additional bonds shall constitute a conclusive presumption of the existence of conditions permitting the issuance thereof.

SECTION 21. The bonds and attached coupons herein authorized to be issued, shall be substantially in the following form, to-wit: