

**APPENDIX B**

**FRANCHISES\***

**ORDINANCES AUTHORIZING FRANCHISES**

<b>Ordinance Number</b>	<b>Date</b>	<b>Subject/Grantee</b>
81	5- 2-82	Awarding the Cablevision of Elkton the occupation and use of the public ways
99	4-13-93	Granting of rights, power and authority to the Consumers Power Company Gas Franchise

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\*Cross reference—Satellite dishes, Ch. 13, Art. V.



**VILLAGE OF ELKTON**  
**HURON COUNTY, MICHIGAN**  
**AMENDMENT TO VILLAGE OF ELKTON**  
**CABLE COMMUNICATIONS FRANCHISE AGREEMENT**

**WEREAS**, a nonexclusive franchise to provide C.A.T.V. services was granted to Pioneer Cablevision, which was succeeded by an assignment to Harron Cablevision of Michigan Inc., a Delaware Corporation, in December of 1988; and

**WHEREAS**, pursuant to 47 U.S.C. 546 (h), Harron has submitted a proposal to renew the franchise term for fifteen (15) years commencing May 1, 1998; and

**WHEREAS**, after notice as required by 1976 PA 226, the Village held a public hearing in conjunction with its regular meeting on March 10, 1998, and the public was afforded an opportunity to comment on the future cable-related needs and interests of the Village of Elkton, the past performance of Harron and its predecessors under the current franchise agreement, the substantial compliance of Harron with the material terms of the existing franchise, the quality of service provided, including signal quality, response to consumer complaints and billing practices, the financial, legal and technical ability of Harron to provide future cable-related services and the consequent ability of Harron to furnish necessary facilities and equipment to fulfill its future obligations; and



WHEREAS, the Village is satisfied that the renewal proposal of Harron reasonably meets community needs and interests, and takes into account the cost of meeting such needs and interests.

NOW, IT IS AGREED AS FOLLOWS:

**SECTION 1. AMENDMENTS**

The Cable Communications Franchise Agreement is amended as follows:

**Subsection 1.1**

The definition of "Grantee" contained in Section 2, number 13 is hereby repealed and the following substituted therefor:

13. "Grantee" means Harron Cablevision of Michigan, Inc., a Delaware corporation, or anyone who succeeds the company in accordance with the provisions contained herein.

**Subsection 1.2**

Section 12, Paragraph b, Subsection 1, is hereby repealed and the following substituted therefor:

Section 12. SERVICE OF NOTICE.

- (b)(1) When delivered by hand or mailed to franchisee at P.O. Box 1287, Caseville, Michigan 48725, phone no. 1-800-772-7548, or such other place as Grantee may from time to time designate in writing; or

**Subsection 1.3**

Section 19 is hereby repealed and the following substituted therefor:

Section 19. REGULATION OF RATES.

The rates and charges for delivery of television and radio signals shall be



established in accordance with Title VI of the Communications Act of 1934, being the Cable Communications Policy Act of 1984, as amended by the Cable Act of 1992 and Public Act 216 of 1995, being the Telecommunications Act of 1996.

#### **Subsection 1.4**

Section 22 is hereby repealed and the following substituted therefor:

#### **Section 22. ANNUAL FRANCHISE FEE**

Harron shall pay, as compensation to the Village, an annual fee of three percent (3%) of its gross revenue, which such gross revenue in all events includes the revenues obtained from advertising as well as other revenues identified in this Agreement. In the event that it is determined that the Federal Communications Commission lacks the jurisdiction to impose a limitation upon license fees, or that the limit is raised, then the Village shall fix the license fee at a level deemed reasonable by their governing bodies, but in no event more than the prescribed limit nor less than three percent (3%) of gross revenues.

All franchise fees shall be paid semi-annually and in advance. On the annual anniversary of the effective date of this Amended Cable Communications Franchise Agreement, the Company shall pay the Village the required license fee for the ensuing year based upon its gross revenues for the proceeding year as determined by the Company and subject to audit of the Company's records by a duly authorized agent of the Village. The Village shall have the right, at its own expense, to audit the records of gross revenues of the Company for any annual period at any reasonable time.

All amounts paid as franchise fees may be separately stated and itemized on subscriber's bills pursuant to Public Acts 216 of 1995, being the Telecommunications Act of 1996.

#### **SECTION 2. COLLATERAL DOCUMENTS**

Any letters or other documents furnished the Village of Elkton by the Company during renewal of negotiations or coincident with approval of the renewal agreement or



adoption of this agreement are expressly incorporated herein by reference and shall be deemed a part of this agreement and resolution.

**SECTION 3. REPEAL OF CONFLICTING PROVISIONS - AFFIRMATION OF RIGHTS AND OBLIGATIONS**

All provisions of the Village of Elkton Harron Communications Franchise Agreement entered into by the Village on May 1 , 1983 in conflict with the provisions of this Amendment are to the extent of such conflict repealed. Any and all other resolutions, or part thereof, in conflict with the provisions of the Village of Elkton Cable Communications Franchise Agreement, as amended by this Agreement, are to the extent of such conflict, repealed. Any and all other provisions of the agreement are expressly re-affirmed by the Village, and Harron. The Village of Elkton Cable Communications Franchise Agreement, as amended by the provisions of this Agreement, is deemed to be a contract between the Village and the Company and shall be enforced as provided and in accordance with applicable laws of the State of Michigan dealing with contracts generally. The parties expressly agree to abide by the provisions of the Village of Elkton Cable Communications Franchise Agreement, as amended by the provisions of this Agreement which are expressly affirmed.

**SECTION 4. SEVERABILITY**

If any section, paragraph, clause or provision of this Agreement is for any reason held to be invalid or unconstitutional, the invalidity or unconstitutionality of such section, paragraph, clause or provision shall not affect any of the remaining provisions



of this Agreement, provided, however, that in the event the Federal Communications Commission declares any section of this Agreement invalid, then such section, or sections, shall be renegotiated by the Village of Elkton and Harron.

**IN WITNESS WHEREOF**, the parties have hereto set their hand and seals on

19th day of March, 1998

**WITNESSED:**

Joyce Rosenthal  
Cheryl Kynort

Connie Craig  
Debbie King

**VILLAGE OF ELKTON**

By: James E. Jaworski  
By: Janet Santos cmc

**HARRON CABLEVISION OF MICHIGAN, INC.,  
a Delaware corporation**

By: Cory Cayman  
SENIOR VICE PRESIDENT

