

## AGREEMENT

AN AGREEMENT GRANTING A FRANCHISE TO VILLAGE CABLE TELEVISION COMPANY, INC. FOR THE OPERATION AND MAINTENANCE OF ITS CABLE COMMUNICATIONS SYSTEM IN THE TOWNSHIP OF CENTERVILLE, LEELANAU COUNTY, MICHIGAN, AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF SAID FRANCHISE

WHEREAS, the Township of Centerville, Michigan ("Township") is authorized and empowered to award a cable television franchise;

WHEREAS, the Township after consideration, analysis and deliberation has found the technical ability, financial condition, legal qualification, character and performance of Village Cable Television Company, Inc. ("VCTC") sufficient; and

WHEREAS, Township after consideration and analysis of the plans of VCTC for the future operation of its cable communications system in the Township has found the same reasonable to meet the cable-related needs and interests of the Township and its residents;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF THE TOWNSHIP OF CENTERVILLE, MICHIGAN:

SECTION 1. GRANT OF FRANCHISE. The Township hereby grants to VCTC, subject to the provisions herein contained, a exclusive franchise to engage in the business of operating and providing a cable television system within the Township limits, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain and retain in the Township's roads, easements, public places and rights of way, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other equipment as may be necessary and appurtenant to said cable television system. VCTC shall be obligated to furnish cable television service only to those areas of the Township with a minimum density of at least fifteen (15) residential dwelling units per cable mile contiguous to its existing cable plant.

SECTION 2. CHARGES FOR SERVICE. VCTC shall have the right to modify its charges at any time, upon written notice to the Township. It is expressly agreed that such notice shall be for informational purposes only, and that the Township shall not exercise any regulatory authority with respect to the charges levied by VCTC.

SECTION 3. DURATION OF GRANT. This franchise grant shall expire twenty five (25) years from the effective date hereof, unless sooner terminated by the Township as

hereinafter provided. Thereafter, VCTC shall have the right to a subsequent renewal of this franchise for a like period, subject to the applicable provisions of the Cable Communications Policy Act of 1984.

**SECTION 4. LIMITATIONS OF GRANT.** (a) Any privilege claimed under this franchise by VCTC in any road, easement, public place or right of way shall be subordinate to any prior lawful occupancy, and VCTC shall not unreasonably interfere with the public safety or necessary public improvements thereon.

(b) VCTC's cable television system shall be constructed or installed in the roads, easements, public places and rights of way only at such locations and in such manner as has been or shall be reasonably approved by the Township, acting in the exercise of reasonable discretion and pursuant to its police powers. In the case of any disturbance of pavement, sidewalks or other surfaces, VCTC shall replace and restore the same to as good a condition as before said disturbance.

**SECTION 5. TERMINATION OF FRANCHISE.** (a) In the event of a substantial breach by VCTC of any material provision of this franchise, the franchise may be terminated by the Township; provided, however, that the Township gives VCTC reasonable notice, a hearing at which full due process rights are afforded VCTC and a opportunity thereafter of at least ninety (90) days to cure said breach. At such hearing, the Township shall make findings of fact and render a written decision, which VCTC shall have the right to appeal to any court of competent jurisdiction.

(b) VCTC shall be obligated for a period of thirty (30) days after termination of this franchise to continue service to the public as a trustee for a successor, if any.

(c) Notwithstanding anything to the contrary herein, VCTC shall not be liable for any breach, in the event VCTC is delayed in or prevented from performing any obligation required of it by this franchise due to war, riot, act of public enemy, insurrection, strike, lockout, labor or material shortage, act of God, fire, flood, storm or other casualty, breakdown of or damage to plan, equipment or facilities, interruption of transportation, orders of acts of civil or military authorities, or other causes beyond or outside VCTC's control.

**SECTION 6. CHANGES REQUIRED FOR PUBLIC IMPROVEMENTS.** VCTC shall, at its expense, temporarily disconnect and relocate in the same road, easement, public place or right of way or remove from any road, easement, public place, or right of way its cable television system when reasonably required by the Township as a result of a public improvement to said road, easement, public place or right of way with which

VCTC's system unreasonably interferes.

SECTION 7. INDEMNIFICATION, INSURANCE AND SURETY. (a) VCTC agrees that it shall hold the Township harmless from all claims for damages, including reasonable costs incurred, arising out of or by reason of the construction, maintenance or operation by VCTC of its cable television system within the Township; provided, however, that the Township shall give VCTC prompt notice of such a claim, afford VCTC the opportunity to defend, settle or otherwise resolve such a claim in VCTC's sole discretion and, at VCTC's request, assist VCTC therein in any reasonable way. VCTC agrees that at all times during the term of this franchise, it will maintain, enforce, furnish, and file with the Township, at VCTC's expense, a general comprehensive liability insurance certificate evidencing insurance coverage and naming the Township, its Board, officers, agents and employees as additional insureds, with an insurance company acceptable to the Township against liability for personal injury, death and property damage occasioned by the operations of VCTC under this franchise with minimal liability limits of one million (\$1,000,000) combined coverage.

(b) The above-referenced certificate shall contain a provision that written notice of any cancellation or reduction in coverage shall be delivered to the Township at least thirty (30) days in advance of the effective date thereof.

SECTION 8. TREE TRIMMING. VCTC shall have the right and is hereby authorized to trim, at its expense, such trees extending into any road, easement, public place or right of way, as shall be necessary to eliminate limbs or branches which might interfere with VCTC's cables and other equipment.

SECTION 9. TEMPORARY RELOCATION OF SYSTEM. VCTC shall, on receipt of a request from any person holding a moving permit issued by the Township, temporarily move its cable television system to permit the moving of buildings, the expense of such temporary move to be paid by the person requesting the same, and VCTC shall not be given less than forty-eight (48) hours advance notice arrange for such temporary moves.

SECTION 10. POLE ATTACHMENTS. VCTC shall enter into pole attachment agreements to utilize the facilities of existing utility companies, whenever feasible.

SECTION 11. WARRANTY. VCTC covenants and agrees that it will continue to operate its cable television system in the Township in a good and workmanlike manner, staffed with qualified personnel.

SECTION 12. COMPLIANCE WITH OTHER LAWS. VCTC will

comply with all applicable rules and regulations of the Federal Communications Commission now and hereafter promulgated and with the statutes, rules and regulations of any other state or federal authority having jurisdiction over VCTC. This franchise shall be subject to automatic amendments necessary to conform its terms with such statutes, rules and regulations.

SECTION 13. ASSIGNMENT. This franchise shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

SECTION 14. SEVERABILITY. If any section, subsection, sentence, clause, phrase or portion of this franchise 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 hereof.

SECTION 15. FRANCHISE ACCEPTANCE. VCTC shall, within thirty (30) days after passage of this ordinance, file with the Township its written acceptance thereof. This franchise shall be in full force and effect from and after said passage by the Township, publication, if required by law, and acceptance by VCTC.

SECTION 16. DISCRIMINATION PROHIBITED. VCTC agrees not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly relating to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status.

SECTION 17. NOTICES. All notices to either party shall be in writing and shall be sufficient in all respects if sent by registered or certified mail (return receipt requested) addressed to the respective parties at their addresses listed below or any subsequent address of which either party may notify the other in writing:

To the Township at: Leonard Kelenski  
Centerville Township Supervisor

To VCTC at: Germie S. Isip  
Village Cable Television  
Company, Inc.

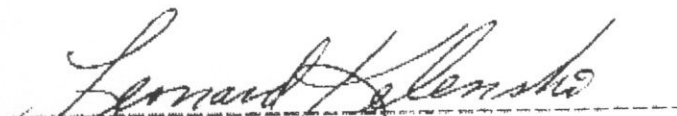
SECTION 18. SUPERSEDURE. This franchise constitutes

the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements between the parties, whether oral or written. This franchise shall be modified or amended only with the mutual consent of both parties.

PASSES by the Centerville Township Board, this 13<sup>th</sup> day of JUNE, 1990.

YEAS: FIVE (5)  
NAYS: NONE  
ABSENT: NONE

Approved by the township Supervisor,  
this 13<sup>th</sup> day of JUNE, 1990

  
Township Supervisor

Attest: \_\_\_\_\_

Accepted on behalf of Village Cable  
Television Company, Inc. this \_\_\_\_\_  
day of June 13, 1990

  
VCTC President