

**CHARTER TOWNSHIP OF MERIDIAN
CABLE TELEVISION SYSTEM
FRANCHISE RENEWAL AGREEMENT**

THIS AGREEMENT is entered into by and between the Charter Township of Meridian, Michigan, a Michigan Charter Township with offices at 5151 Marsh Road, Okemos, Michigan 48864, ("Township") and Comcast of Michigan, III, Inc., a Delaware corporation, or its successor, authorized to do business in Michigan, with offices at 1070 Trowbridge Road, East Lansing, Michigan 48823, ("Comcast").

All of the terms, provisions, conditions, obligations, requirements and reservations set forth in this Agreement shall be deemed not to conflict with and shall be in addition to those provided for in the Charter Township of Meridian Cable Television Ordinance, pursuant to which this Franchise is executed. In consideration of the faithful performance and strict observance by Comcast of all the terms, provisions, conditions, obligations, requirements and reservations set forth in this Agreement or provided for in the Charter Township of Meridian Cable Television Ordinance, and in consideration of the grant to Comcast, by the Township, of a Cable System franchise, the parties mutually agree as follows:

1. Grant of Nonexclusive Authority.

(a) The Township grants to Comcast the nonexclusive franchise and right to construct, install, erect, operate, maintain, reconstruct, replace, remove or repair in, upon, along, across, above, over, and under and from the streets, alleys, avenues, highways, sidewalks, bridges, viaducts, public ways, public places, easements and rights-of-way now existing and all extensions and additions to them, in or belonging to the Township, all necessary poles, wires, fiber optic and coaxial cables, transformers,

amplifiers, underground conduits, manholes and other television and radio conductors and fixtures for the sole purpose of the ownership, maintenance and operation in the Township of a Cable System, all in strict accordance with the laws, ordinances and regulations of the United States of America, the State of Michigan and the Township, as now existing or later adopted or amended.

(b) Comcast accepts the Franchise and warrants and represents that it has examined all of the provisions of the Charter Township of Meridian Cable Television Ordinance, and this Franchise, and it accepts and agrees to all of the provisions contained in them not preempted by Federal law. However, Federal law shall not be deemed to preempt one or more provisions of this Franchise or Cable Ordinance if the Federal law contains a "grandfather" or similar provision which by its terms is applicable to the provisions of this Franchise or Cable Ordinance. To the extent that this Franchise and the Cable Ordinance address the same subject matter, the two documents shall be deemed consistent.

(c) Comcast agrees that it shall at all times during the life of this Franchise be subject to all lawful exercise of the police power of the Township and to such reasonable regulations as the Township and its departments or commissions shall provide. The police power of the Township shall be exercised through enactment of the Cable Ordinance as well as through enactment of separate ordinances and regulations. Comcast shall pay a fee of \$1,000 in connection with any application made to the Township for the transfer or change of control of this Franchise. The Township shall consult with Comcast prior to amending the Cable Ordinance.

2. Definitions.

For the purpose of this Agreement, the following words shall have the indicated meanings, unless otherwise clearly apparent from the context:

- (a) "Basic Service" means any cable television service tier that includes the retransmission of local television broadcast signals
- (b) "Board" means the Township Board of the Charter Township of Meridian.
- (c) "Cable Act" means the Cable Communications Policy Act of 1984, as amended.
- (d) "Cable Communications Commission," "Cable Commission," or "Commission" means the Meridian Township Cable Communications Commission, established pursuant to Section 70-28 of the Charter Township of Meridian Cable Television Ordinance.
- (e) "Cable System," means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (1) a facility that services only to retransmit the television signals of one or more television broadcast stations, (2) a facility that serves subscribers without using any public right-of-way, (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Cable Act, except that such facility shall be considered a cable system other than for purposes of section 621(c) to the extent such facility is used in transmission of video programming directly to subscribers; or (4) any facility of any electric utility used solely for operating its electric utility system.

- (f) "Cable Service" means the one-way transmission to subscribers of
- (1) Video programming or
 - (2) Other programming services and subscriber interaction, if any, which is required for the selection or use of such video programming, or other programming services.

(g) "FCC" means the U.S. Federal Communications Commission.

(h) "Franchise" or "Agreement" means this agreement.

(i) "Local Gross Revenues" means all gross revenues derived by Comcast from the operations of the Cable System to provide Cable Service within the Township, including without limitation all gross revenues derived from Subscribers, advertisers, home shopping and all Cable Services. To the extent that Comcast's books of account do not reflect the source of any gross revenues, or where the source may not be reasonably determined, that portion of gross revenues allocable to the Township shall be based on the ratio of the number of Subscribers in the Township to the number of subscribers outside the Township. If federal or state law permits Comcast to provide non-video telecommunications services to Subscribers (such as telecommunications or information services) through the facilities of the Cable System, and the Township is expressly permitted to collect either a franchise fee or an in-lieu-of-franchise-fee payment on such services from a cable operator, then Comcast shall pay a fee for revenues derived by Comcast from such services at the rate established in an Ordinance adopted by the Township and applied in a non-discriminatory manner to all providers of such services authorized by the Township subject to Act No. 48 of the Public Acts of 2002, as amended.

(j) "Ordinance" means the Charter Township of Meridian Cable Television Ordinance, as amended.

(k) "Producer" means a person or organization providing program services to the Cable System for receipt by subscribers.

(l) "Public Channels" means channels on the Cable System which are dedicated to the public interest, including public access channels, educational access channels, and governmental access channels. Such channels shall be noncommercial and classified according to one or more of the following categories, with the category to be determined according to the priorities of access:

(1) "Public Access Channels" means those channels on the Cable System that are open and available to all citizens of the Township as Producers.

(2) "Educational Access Channels" means those channels on the Cable System that make broadcast access available primarily to public and nonpublic educational institutions approved by the State of Michigan, or any organization that has as its purpose educational, informational or cultural broadcasting and authorized by the Cable Commission to use the educational channel, such as athletic, recreational, parent and teacher organizations or other educational, cultural or informational entities.

(3) "Governmental Access Channels" means those channels on the Cable System that make broadcast access available primarily to Producers that are units of federal, state, county, and local government, including the Township, and any organization, board, commission or

agency authorized by and affiliated with a unit of government as determined by the Cable Commission.

(4) Programming shall not include any commercial advertising or programming of a commercial nature which solicits income, barter, trade or other revenues. Programming may include acknowledgement of underwriting or other sponsorships consisting of brief audio and video presentation of the underwriter or sponsor's name or other identification, not to exceed 15 seconds in length, both before and after the programming.

(m) "Subscriber" means any person or organization who has his or her premises in the Township physically wired to lawfully receive any Cable Service from the Cable System and has requested or is lawfully receiving such service.

(n) "Subscriber Service Drop" means each extension wire from Comcast's distribution lines to a Subscriber's premises.

(o) "Township" means the Charter Township of Meridian.

(p) "Video programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

3. Length of the Franchise; Technological Improvements.

(a) The term of this Franchise is 10 years, unless the Franchise is automatically extended pursuant to Section 10 for an additional five-year period.

(b) During the entire term of this Franchise, Comcast agrees to maintain, update, improve and upgrade the Cable System and the technical performance of the Cable System, to the extent that it is economically and technically feasible to do so. The

Township Board or Cable Commission may conduct a public hearing at any time to determine whether Comcast has complied fully with this obligation, and may, as a result of such hearing, take appropriate action to insure compliance with this obligation.

4. Territorial Area Involved.

Comcast is authorized to operate throughout the entire corporate limits of the Township. The Township specifically retains the right to award to other persons or organizations the right to operate a Cable System in the Charter Township of Meridian at any time. If the Township authorizes another cable television system to operate within the Township in areas where Comcast has agreed to provide service and if the terms and conditions of the authorization to any other cable television system are different from the terms and conditions applicable to Comcast, then Comcast may elect to be bound by the same terms and conditions as are applicable to any other cable television company. Comcast may exercise its right by so notifying the Township Clerk within 90 days after the Township's authorization of any other cable television system and within 30 days of receipt of said notice, the Township and Comcast shall execute a new Franchise containing all the same terms and conditions as are applicable to the other cable television company, except that the expiration date of the new Franchise is the same as under this agreement. Upon execution of the new Franchise, this Franchise is null, void and of no effect. Additionally, if the Township authorizes another cable television system to operate within the Township, it shall do so on the condition that such cable television system indemnify and hold harmless the existing company from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including

those of Comcast, the Township, and utilities, required by inspections, make-ready and construction of an additional cable television system in the Franchise area.

5. Effective Date.

This Franchise and the rights, privileges and authority granted shall take effect and be in force upon the expiration of the Cable Television Franchise of 1987 as extended on April 18, 2003 and March 17, 2004, provided this Franchise has been duly adopted by the Board after public notice, subject to approval by the Township Attorney of its execution and filing of the letter of credit, bond and proof of insurance required by the Cable Ordinance or this Franchise.

6. Rights Reserved by the Township.

(a) This Franchise is subject to all applicable provisions of Township Ordinances and the Charter Township Act, as amended as of the effective date of the Franchise.

7. Revocation for Cause.

(a) This Franchise is revocable for cause by the Board, if, prior to the expiration of the Franchise, Comcast fails substantially to comply with any material provision or requirement of the Cable Ordinance, of this Franchise, or of any rule, regulation or order of the FCC. The Commission shall give written notice entitled "Initiation of Revocation Proceedings" containing full particulars as to the provision or requirement with which compliance is claimed deficient and allow Comcast 60 days to comply. If the noncompliance cannot reasonably be cured within 60 days, but Comcast intends to comply, Comcast shall within 30 days of the written notice of noncompliance, submit a plan for approval by the Commission to establish a reasonable timetable for

compliance. At the expiration of such 60 days, or such longer period approved by the Commission, if Comcast has not cured the noncompliance, the Commission shall make a written finding of continued noncompliance. The Franchise is deemed terminated and revoked, without further action by the Township, unless Comcast files an appeal with the Township Board within 30 days after the Commission's finding of continued noncompliance. If Comcast wishes to contest the alleged noncompliance, it shall file an appeal with the Township Board within 30 days of the Commission's initial notice or subsequent finding of continued noncompliance. The Township Board shall promptly schedule a hearing on the appeal. The hearing may be held before the Board. At the Board's discretion, an impartial hearings officer may be appointed by the Board to assist in the development of the record. Said hearing is public with Comcast being permitted to fully participate, including the right to introduce testimony and exhibits and to examine and cross-examine witnesses. The hearing will be recorded and at the conclusion the Board, if it finds that Comcast has not substantially complied with any material provision or requirement described above, may terminate and revoke this Franchise. Such decision may be appealed to any and all appropriate courts of law.

(b) If Comcast establishes that the alleged noncompliance was the result of a good faith misinterpretation of the language of this Agreement, the Board shall prescribe a reasonable opportunity to cure the noncompliance.

(c) Revocation is permitted for violations of the standards and specifications for service of this Franchise only after Comcast has been assessed fines and/or liquidated damages in the cumulative amount of \$5,000 or more within any fiscal year of the Township.

(d) Comcast may appeal the Board's decision to revoke by demanding arbitration within 30 days of said decision as provided for by the Franchise.

(e) Comcast or the Township may appeal the arbitration decision to a court of competent jurisdiction, within 30 days of said decision.

(f) Comcast shall operate the Cable System and not dismantle or remove any equipment from the Cable System for six months from the date of revocation by the Board for cause, or from the date of the arbitrator's decision if arbitration is demanded or the final judgment of a court of competent jurisdiction.

8. Additional Rights of the Township.

This Franchise is subject to the right of the Township:

(a) To reasonably require continuous and uninterrupted Cable Service to which a Subscriber is entitled, to all Subscribers, in accordance with the terms of this Franchise throughout the entire period. If the service for channels is interrupted for four consecutive hours in any 24-hour period after the first notification to Comcast of an interruption of Cable Service, Comcast shall issue, upon Subscriber request, an immediate refund or credit on the next billing statement to each affected Subscriber in an amount that is in equal proportion to the total monthly subscription charge as the time for which Cable Service is not provided relates to the entire time period covered by the monthly billing. If the entire Cable System becomes inoperative for longer than four consecutive hours in any 24-hour period, due to circumstances outside of the force majeure and maintenance provisions of this Franchise, then the Company shall issue pro-rated automatic credits to its Subscribers on their billing statements.

(b) To informally hear complaints against Comcast by a Subscriber after notice has been given to Comcast and Comcast has had an opportunity to resolve the matter with customer. If the matter is not resolved between Comcast and the customer and the Commission finds, after an informal hearing, that the matter to which the Subscriber is aggrieved was due to the negligence or intentional act of Comcast, then the Cable Commission may order a refund or credit in an amount not to exceed three months subscription charge. No credit, refund or payment may be ordered unless the aggrieved Subscriber or the Commission gave written notice to Comcast of the matter for which the Subscriber is aggrieved and Comcast failed to correct the problem within a reasonable time. Comcast shall give timely notice to the Subscriber of the planned corrective action as soon as possible after being advised of the complaint. This provision shall not limit the power of the Township Board or the Cable Commission to impose liquidated damages or refunds or to revoke this Franchise for cause, pursuant to any other section of this Agreement or the Cable Ordinance as it exists on the date of execution of this Franchise.

(c) To the extent within the police power or regulatory jurisdiction of the Township, the Township may hear and determine formal complaints against Comcast, in accordance with the following procedures:

(1) The Cable Commission shall, upon its own motion or upon complaint of any person or Subscriber of Comcast, have authority to hear and determine all complaints concerning Comcast's refunds, rules, regulations, practices, service, documentation, equipment furnished or refused to be furnished, unreasonable discrimination, failure to comply with obligations under this Agreement or the Cable

Ordinance, erroneous rates or charges, liquidated damages, or any other matter relating to the service or operation of the Cable System or Comcast. Formal complaints shall be filed with the Township Clerk and will be heard as provided in the following subparagraphs.

(2) Prior to hearing a formal complaint, the Commission shall give written notice to Comcast of the facts or conduct that form the basis for the complaint, the provisions of the Franchise or Cable Ordinance alleged to have been violated, and the remedies asserted to be applicable to the alleged violations. Comcast shall then be given an informal opportunity to demonstrate compliance with the Franchise, Cable Ordinance or previous order of the Commission or seek an extension of time to comply with said Ordinance, Franchise or Order. If the alleged noncompliance has not been corrected to the satisfaction of the Commission, the Commission may in its discretion commence the formal complaint procedures.

(3) The Commission shall give Comcast and the complainant at least 20 days notice of the time and place of a hearing to be held upon the matters alleged in the complaint. The complainant and Comcast will be provided an opportunity to be heard before the Commission and a record of the hearing will be maintained.

(4) If, after the hearing, the Cable Commission determines that Comcast, its staff, employees or contractor have engaged in willful noncompliance with any material provision of the Franchise, or Cable Ordinance, the Commission is authorized to assess against Comcast up to \$200 dollars per day in liquidated damages for each day of willful noncompliance. Willful noncompliance includes any act or

omission that takes place when Comcast, its staff, employees or contractor knows or should know to a reasonable certainty that a particular result will occur.

(5) If the Commission finds, after a hearing, that Comcast has engaged in noncompliance that is not willful, the Commission shall require prospective action on the part of Comcast to correct the noncompliance. The Commission shall, after consultation with Comcast, establish a reasonable time by which the noncompliance must be corrected. If the noncompliance is not corrected by the specified date, then the Commission shall have authority to assess against Comcast a fine in the amount of up to \$100 dollars per day for each day that the noncompliance continues.

(6) To determine whether any provision or requirement is material, the Commission shall consider the following factors where applicable:

- (a) The duration of the noncompliance.
- (b) The degree of noncompliance.
- (c) The number of subscribers affected by the noncompliance.
- (d) The explanation of Comcast.
- (e) Acts of God or other unforeseeable occurrences.
- (f) Comcast's good faith efforts to comply with the Agreement or Ordinance.
- (g) The subsequent acts of Comcast that will prevent similar future noncompliance.

(h) Subsequent acts of Comcast that satisfy the subscriber's reasonable expectations.

(i) The normal course of business and the common practices of Comcast and its customers in their course of dealing and scheduling Cable Service and the practice of similar businesses

(j) Credit or refunds offered by Comcast to aggrieved subscribers.

(7) A party aggrieved by the determination of the Cable Commission may appeal such determination to the Township Board only if the aggrieved party files a written notice of appeal with the Township Clerk within 10 days of the issuance of the findings and order by the Cable Commission. The Township Board shall consider the appeal based upon the record made before the Cable Commission, together with any written or oral argument presented to the Township Board by the parties, and shall either affirm, affirm with modification, or reverse the decision of the Cable Commission.

(8) If the Township Board finds that Comcast's noncompliance was due to a good faith misinterpretation of the language of this Agreement, no fines or liquidated damages may be assessed under this section.

(9) If Comcast is aggrieved by a decision of the Township Board under this section, in addition to other rights of appeal or remedy, it may file a demand for arbitration with the Township Board within 10 days of the Board's decision as provided by this Franchise. If Comcast fails to correct any noncompliance found by an

order of the Commission, the Township Board or arbitrator within 10 days following the expiration of the appeal period, and if Comcast fails to file a timely appeal from the order or determination, Comcast is deemed to be in willful noncompliance with a material provision of this Franchise.

9. Reserved Rights of the Township.

This Franchise is subject to any lawful right of the Township:

(a) To prevent unjust discrimination in services or rates to the extent within the jurisdiction of Township under applicable law. However, Comcast may conduct promotional campaigns in which the rates are discounted or waived and may offer bulk discounts for multiple dwelling units, hotels, motels and similar institutions.

(b) To impose such other lawful regulations pursuant to the police powers of the Township as may be determined by the Board to be in the interest of public health, safety, welfare, convenience or necessity of the Township. Should any such regulations materially impact Comcast's ability to provide cable television service, Comcast is given the opportunity to negotiate a reasonable plan for the implementation of such regulation.

(c) To control and regulate the use of its streets, alleys, bridges, and other public places and public ways and the space above and beneath them. Comcast shall pay such part of the cost of repair or replacement of streets, alleys, bridges, and other public places and public ways, as shall arise due to damage caused by Comcast due to construction or maintenance of its Cable System and shall protect and save the Township harmless from all damages caused by Comcast. The Township may require Comcast to permit joint use of Comcast's property and appurtenances located in the

streets, alleys, bridges and other public places and public ways of the Township, by the Township without rental charge, or by other utilities insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefor; provided that in the absence of agreement, upon application by Comcast, the Board shall arbitrate the terms and conditions of such joint use and the compensation to be paid.

(d) To install and maintain without charge, its own equipment upon Comcast's poles upon the condition that said equipment shall not unreasonably interfere with the operations of Comcast.

(e) Through its Director of Public Works/Engineering or other appropriately designated representative, to inspect all construction or installation work performed subject to the provisions of this Franchise and the Cable Ordinance, and make such inspections as it shall find necessary to insure compliance with the terms of the Franchise, the Cable Ordinance and the pertinent provisions of law.

(f) At the expiration of the term for which this Franchise is granted or any renewals or upon the termination or revocation (assuming Comcast or a successor is not operating the Cable System), to require Comcast to remove at its own expense any and all portions of the Cable System from the public ways within the Township.

(g) To maintain in force at their now current level, any rules or regulations respecting the minimal requirements of signal carriage, channel capacity, number and designation of Public Channels, technical standards, nondiscrimination, and Cable System performance already established, in the event that such rules or regulations are repealed or amended to a decreased level, if not prohibited by Federal law. In the event that any of the foregoing areas of cable regulation become subject to

municipal regulation by virtue of Federal law, FCC action, or judicial action, Comcast and the Township shall negotiate mutually acceptable regulations regarding the applicable area, at the request of either party. In the event that the parties are unable to agree upon mutually acceptable regulations, the matter may be submitted to arbitration as provided in this Franchise.

10. Specifications of the Cable System and Services.

(a) Standards and Specifications; Performance Standards.

It is the intention of the parties to this Agreement that the Cable System serving the Township be kept modern and up to date. Both parties recognize the economic and standardization objectives of Comcast, which pledges itself to remain technically innovative and dependable. The specifications of performance standards of the Cable System serving the Township are those prescribed by the FCC.

(b) Upon the effective date of this Franchise Agreement, the Grantee's Cable System shall consist of a fiber coax hybrid Cable System with fiber node passing an average of 600 homes per node. The node platform and fiber counts shall permit the Cable System to be "scalable" so that as the Township expands, the system can expand in a manner that provides adequate capacity to new residents. The Cable System shall be subject to and meet or exceed FCC performance testing requirements.

(c) If during the first three years of the term of this Franchise, Grantee upgrades the Cable System to increase the channel offerings to 750 MHz or more and further enhances the two-way functionality of the system offering HDTV and VOD among other advanced services, then Grantee shall be entitled to a five-year automatic

extension of the Franchise term to commence following the original 10-year term expiration date.

(d) Off-air television signals carried on the Cable System shall not be degraded.

(e) Comcast shall comply with FCC technical standards now in force or later modified. If Federal law and FCC regulations permit municipal regulation of technical standards, Comcast and the Township shall negotiate mutually acceptable standards, at the request of either party. If the parties are unable to reach an agreement, the matter may be submitted to arbitration by either party as provided by this Franchise.

11. Annual Meeting.

Comcast shall document and demonstrate in detail, at an annual meeting held before the Cable Commission on a mutually convenient date of the Commission's choosing, or more frequently if requested by the Commission, that the Cable System and the technical performance of the Cable System meet or exceed the obligations imposed under section 3(b) of this Franchise. Comcast shall at the annual meeting, or more frequently if reasonably requested by the Commission, demonstrate the Cable System's compliance with the above described standards and specifications at three separate subscriber drops at or near the end of separate individual fiber optic trunks, at locations and times to be determined by the Cable Commission. The tests must be conducted and the results certified by a technician or engineer who is an independent contractor and not an employee of Comcast. If the Township chooses to have the tests

conducted by an independent contractor, said contractor will be compensated by the Township.

12. Institutional Network (Trunk "B" Line).

Comcast shall construct the Institutional Network so as to provide video transmission service to the Meridian Township Hall on Marsh Road, Haslett High School and Okemos High School. Other facilities as designated in Exhibit A will be serviced upon a written request to Grantee that such facility desires and will use the Network for video transmission purposes. Within ninety (90) days of receiving such request, Grantee shall construct such connection. All other Township facilities requesting hook up to the Institutional Network shall bear the cost of such construction and connection.

13. Two-way Cable Systems.

Comcast shall offer and make available to all Subscribers two-way Cable Service Capable of all Subscriber interaction which is required for the selection of video programming or other programming services. Comcast may offer additional two-way services.

14. Services to the Township.

Comcast shall:

(a) Include one channel on the Basic Service tier, designated as the Meridian Township Government Channel, to be used by Township officials and agencies, and/or by any other person or group authorized by the Commission, as Producers.

(b) Within 90 days of the effective date of this Franchise Agreement, provide the Township with four SONY DXC-D50WSD PAC 1 CAMERAS,

with CCU-D50 camera control units, Fujinon A20X7.8BRM lenses, Fujinon zoom control units, DXF-51 5" High Res. Studio Viewfinders, four 50-foot camera cables and four Vinten 250 Tripod Packages including dollies.

(c) Provide one subscriber service drop and basic cable programming access to all administrative Township buildings, fire stations, libraries listed in Exhibit B . Additional subscriber service drops and service shall be provided at the cost of labor and materials for installation only. However, all connections requiring construction in excess of 250 feet from the existing cable plant will be done at the cost of the faciilty requesting such service.

(d) Provide a connection to the Institutional Network (Trunk "B" Line) at each Township building where public meeting rooms are available to permit reception and program origination for the subscriber network as set forth in Exhibit C. Other Township facilities, when adjacent to the Institutional Network will be connected, at the option and cost of the Township.

(e) Provide a means of interrupting all channels on the Cable System to present emergency messages by public or law enforcement: officials through broadcasts from the Township Municipal Center Building or through telephone communications received by Comcast at an e mergency number to be designated by Comcast.

(f) Shall make available to the Township use of its studio and production access facilities, as they exist from time to time, for governmental programming in accordance with rules mutually developed and accepted by Comcast and the Cable Commission.

(g) Upon reasonable advance notice, but no more often than twice per calendar year, provide the Township with an insert space in customer bills. Comcast will provide Township with printing specifications for the inserts. The Township will be responsible for the content, printing, and cost of shipping the inserts to Comcast's billing agent. The Township will pay only the incremental mailing cost if the insert results in an increase of the standard mailing cost incurred by Comcast.

15. Services to Educational Institutions.

(a) Comcast shall include four (4) Access Channels on the Basic Service tier. The Township or its designees shall be responsible for the programming of these Access Channels. The Township hereby designates these educational access channels for use by the East Lansing, Haslett and Okemos Public Schools and Lansing Community College for educational access programming.

(b) Comcast shall include two (2) Access Channels at any location on the channel lineup, to be programmed by the Township or its designees. The Township hereby designates these two educational access channels for use by Michigan State University for educational access programming.

(c) Two channels on the Institutional Network (Trunk "B" Line) for the exclusive use of each of the public secondary schools in the Township with one channel in the forward direction and one in the reverse direction.

(d) One subscriber service drop and basic cable programming access to every accredited K-12 public school building. However, for all connections requiring construction in excess of 250 feet from the existing cable plant, the cost after the 250 feet will be paid for by the facility requesting such service.

(e) Comcast shall work with the schools as necessary to make available its studio and production access facilities, as they exist from time to time, for educational programming in accordance with rules mutually developed and accepted by Comcast and the Cable Commission.

16. Public Access Channel.

(a) Comcast shall include one Public Access Channel on the Basic Service tier for the purpose of providing residents of the Township with original local programming, the discussion of public issues, an opportunity for expressions of opinions without censorship and an opportunity to develop television programming skills.

(b) Provided that priority be given to the above cited objectives of a public access channel, such programming may be augmented by cultural, informational and public interest programming selected by Comcast regardless of its advertising or commercial content. All funds and other proceeds received by Comcast and its affiliates for advertising and commercial content for this channel shall be utilized to offset the cost of operating said channel.

(c) Comcast shall make available its studio and production facilities for public access programming in accordance with rules mutually developed and accepted by Comcast and the Cable Commission.

17. Access Channel Relocation.

If Comcast relocates the Governmental Access Channel, Comcast shall reimburse the Township for all reasonable out-of-pocket costs necessarily incurred as a result of the relocation, up to a maximum of \$2,000 per change. If Comcast relocates any of the four (4) Educational Access Channels required on the Basic Service tier,

Comcast shall reimburse for all reasonable out-of-pocket costs necessarily incurred as a result of the relocation, up to a maximum of \$1,000 per change. Comcast shall provide all subscribers, and the Township with at least 60 days written notice of such relocation, if such channel change is within Grantee's control.

18. Subscriber Services.

(a) Comcast shall provide a combination of local broadcast stations as required by the FCC, other distant broadcast signals and satellite services as it deems appropriate in accordance with market research.

(b) Comcast shall provide the Cable Communications Commission with a list, and shall update such list upon making any changes, indicating all cable television signals offered to Subscribers through the Cable System, and the frequencies on the Cable System to which such signals have been assigned. Comcast shall publish the current list to all new Subscribers upon commencement of Cable Service, and to all current Subscribers when any amendment or revision to the list is made. This provision may be complied with if Comcast offers an on-air program guide which offers updated service and channel assignment information.

(c) Conversion equipment.

Comcast shall provide to each Subscriber the equipment that is commonly known in the cable TV industry as the converter box, if necessary for the receipt of Cable Service to which the Subscriber is entitled. Comcast may charge a fee, and collect a deposit from Subscribers to insure the protection and return of conversion equipment. Within five weeks of either the termination of Cable Service or the return of

conversion devices, whichever is later, in good condition, normal wear accepted, the Subscriber shall receive a refund in full of the security deposits.

(d) Opinion Survey.

Upon written request by the Township, but not more than once every five years, Comcast and Township shall jointly develop and pay for a Subscriber satisfaction survey.

19. New Cable Service.

(a) It is the intent of the parties to provide Cable Service to new Subscribers as quickly and efficiently as possible. At least once per calendar quarter, or more frequently when necessary, Comcast shall endeavor to make inquiry with the Township's Community Planning and Development Department in order to ascertain those areas of the Township that lack service. At all times, Comcast must keep an updated map or plan of the Township indicating those areas or Subscribers that have been wired.

(b) Within five months of the issuance of building permits for a sufficient number of residences which, when occupied, will have 15 residences per mile of new cable plant measured from existing plant. Comcast shall fully extend the Cable System, except for subscriber service drops, to that area. The Cable Commission may grant an extension of this deadline only where Comcast makes application to the Commission before the expiration of the five-month period for good cause.

(c) The Township shall give prompt written notice to Comcast upon any new subdivision or existing area which is expected to meet the 15-home per mile

density requirement upon said area of having reached 50% occupancy of said density requirements.

20. Extent of Service Area.

(a) Comcast shall extend the full range of Cable Service to Subscribers in areas with 15 residences per mile of distribution plant, measured from existing cable plant. Comcast may apply for and receive a waiver for extending the Cable System whenever Comcast can demonstrate the extension is economically unfeasible as determined by abnormal costs as compared with other like density extensions and/or low revenue estimates as compared to the average penetration of this Cable System.

(b) Any such extension shall only be required to offer 150 feet of drop cable in its standard installation rates. For residences which require in excess of 150 feet of drop cable, Comcast may charge an additional fee as determined on a case by case basis.

(c) Businesses shall not be included to determine residences per mile.

(d) Extension of the Cable System to Subscribers and schools in areas of a density less than that prescribed above, shall be made if the person or persons requesting service agrees to pay the actual material and labor costs incurred in excess of those that Comcast is required to assume under this Franchise.

21. Interconnections.

For purposes of transmission and reception of signals, Comcast shall interconnect its Cable System in the Township with the cable system in the City of East Lansing and shall have the ability to interconnect and shall, upon request and 90-day advance notice, make its Cable System available for interconnection with the Comcast