

AN ORDINANCE GRANTING A NONEXCLUSIVE FRANCHISE TO  
CMA CABLEVISION ASSOCIATES V, LIMITED PARTNERSHIP

WHEREAS, the Supervisors of the Township of Lewis (the "Supervisors"), at a regularly scheduled meeting pursuant to a full and public hearing at which the Supervisors gave consideration to a proposal presented concerning a community antenna television system, and at which the testimony of all interested parties was taken and fully considered, hereby state their full approval of the legal character, financial, technical and other qualifications of CMA CABLEVISION ASSOCIATES V, LIMITED PARTNERSHIP, and on the basis thereof:

BE IT ORDAINED BY THE SUPERVISORS OF THE TOWNSHIP OF LEWIS, AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF THE SAME, AS FOLLOWS:

SECTION 1. To the extent that the same may be lawfully given, and subject to the conditions herein set forth, the nonexclusive right be and the same is hereby granted by the Supervisors of the Township of Lewis, Union County, Pennsylvania (the "Township") to CMA Cablevision Associates V, Limited Partnership (the "Company"), to construct, operate and maintain transmission and distribution facilities, including, but not limited to, the erection of poles, cables, wires and other appurtenances and additions thereto, in, under, over, along, across and upon the streets, lanes, alleys, avenues, sidewalks, bridges, tunnels, highways, parking lots and other public places in the Township, and subsequent additions thereto, for the purpose of transmission by cable and distribution of television impulses and television energy for sale to the inhabitants of the Township and other purposes, under the terms and conditions hereinafter set forth (the "CATV System").

SECTION 2. The Company shall procure any and all easements, rights-of-way, covenants, grants, certificates of approval and permits which may be required from any private persons or corporation or from any federal, state, municipal or other governmental authority and from the utility companies operating in the Township for or in connection with the placing, maintaining or using of the attachments and the television cable herein referred to or the granting of this right.

SECTION 3. (A) The Company agrees to maintain and keep in full force and effect at all times during the term of this Ordinance sufficient liability insurance coverage to protect the Township against any such claims, suits, judgments, executions or demands in a sum not less than \$250,000 per person in any one

claim; \$250,000 as to any one accident or occurrence; and not less than \$250,000 for property damage as to any one accident or occurrence; provided, however, that the Township shall notify the Company in writing within thirty (30) days after notice or presentation of any claim or demand, either by suit or otherwise, made against the Township on account of or arising out of any act or omission connected with the operation of this Ordinance.

(B) The Company shall also maintain in full force and effect throughout the duration of this Ordinance sufficient workmen's compensation insurance coverage to adequately and fully protect its agents and employees as required by law.

SECTION 4. All the Company's attachments and installations shall be made and maintained at the Company's sole expense, in safe condition and thorough repair and in such place and manner as shall be approved by the Township. Upon receipt of written notice at any time from the Township that said attachments interfere with Township property, endanger its employees or the public, or interfere with the primary use and purpose of said Township property or highways, the Company shall at its own expense remove, alter, rearrange, improve or repair such attachments in such manner as the Township may reasonably direct.

SECTION 5. The Company shall indemnify and save harmless the Township at all times during the term of this Ordinance from and against any and all losses resulting from injuries or damage to persons or property including injuries to the employees of the Township or damage to the property of the Township arising out of negligence from or in any manner by actions or omissions of the Company or its agents while engaged in the work or construction, operating or maintaining the CATV System. Further, the Company agrees to defend, fully indemnify and save harmless the Township from and against any and all claims and demands by third parties on account of or arising out of any act or omission connected with the operation of this Ordinance, including any claims or demands from any source whatsoever on account of license or copyright infringements or violations of any transmittal rules and regulations of the Federal Communications Commission (the "FCC") or other governmental regulatory bodies; provided, however, that the Township shall notify the Company in writing within thirty (30) days after notice or presentation of any claim or demand, either by suit or otherwise, made against, the Township on account of or arising out of any act or omission connected with the operation of this Ordinance.

SECTION 6. The Company is hereby authorized to extend the distribution facilities within the franchise areas to the extent that such extension is or may become economically



date of adoption and shall have the ability to terminate at that *time after reasonable notice and an opportunity to be heard*. The Company warrants that the CATV System shall provide a quality signal through the period of the license and will comply with all technical standards as set forth by the FCC and any and all regulatory bodies. The Company shall have the option of extending this license for an additional five (5) year period upon application by the Company not later than ninety (90) days before the expiration date of the original license, but not earlier than one (1) year before the expiration date of the original license and conditioned upon a review of the Company's qualifications and performance and any other reasonable conditions set forth by the Township. By complying with the foregoing procedures, the Company shall not be deemed to have waived any of its rights under the Cable Communications Policy Act of 1984, as amended from time to time.

SECTION 11. All right, title and interest of the Company in this Ordinance shall be freely assignable without the consent of the Township. The Company hereby agrees to give the Township written notice of any assignment within forty-five (45) days after the assignment.

SECTION 12. All notices and other communications hereunder shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage prepaid to the following respective addresses:

To the Township:

c/o Karen L. Watters  
Secretary  
R.D. #1, Box 380-A  
Mifflinburg, PA 17844

To the Company:

CMA Cablevision Associates V  
Buffalo Valley Shopping Center  
East Chestnut Street  
P.O. Box 297  
Mifflinburg, PA 17844

Any party to this Ordinance may change the address to which all communications and notices may be sent by addressing notices of such change in the manner provided hereunder.

SECTION 13. Any and all ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby repealed.

SECTION 14. The Company shall assume the cost of publication of this Ordinance, if such publication is required by law.

SECTION 15. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held

illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Township hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases may be declared illegal, invalid or unconstitutional. The invalidity of any portion of this Ordinance shall not abate, reduce or otherwise affect any consideration or other obligation required of the Company.

SECTION 16. This Ordinance is hereby declared to be a measure in the interest of public peace, health, welfare and safety, and shall therefore go into immediate effect upon the passage and adoption of this Ordinance.

ENACTED AND ORDAINED as an Ordinance of the Township of Lewis, Union County, Pennsylvania this 10th day of April, 1990.



TOWNSHIP OF LEWIS

By: Kenneth T. Shuck  
Kenneth T. Shuck, Chairman

By: John A. Klingman  
John A. Klingman

By: Henry M. Sanders  
Henry M. Sanders

ATTEST:

Karen R. Watters  
Secretary