

CONSENT RESOLUTION EXTENDING THE TERM OF THE CABLE TELEVISION FRANCHISE HELD BY METROCAST CABLEVISION OF NEW HAMPSHIRE, LLC

WHEREAS, MetroCast Cablevision of New Hampshire, LLC ["Franchisee"], as successor in interest to New England Cablevision, currently possesses a nonexclusive cable television franchise [the "Franchise"] to operate a cable communications system in the Town of Barrington [hereinafter the "Town"], said Franchise having originally been issued by the Town on January 1, 1999, the "Effective Date", and

WHEREAS, the Franchise, at Section 2.3, specifies a term of ten [1-] years and is scheduled to expire at midnight on December 31, 2008; and

WHEREAS, in a letter dated August 27, 2008, Franchisee requested that the Town cooperate in informal negotiations to renew the Franchise and make provisions to implement the formal renewal procedures set forth in Section 626 of the Communications Act of 1934, as amended, in the event an informal agreement could not be reached; and

WHEREAS, Franchisee and the Town currently are in negotiations to renew the Franchise; and

WHEREAS, Franchisee and the Town anticipate that they will not complete these negotiations before the Franchise expires on December 31, 2008; and

WHEREAS, the provision of cable television service is a critical service for many Town residents, commercial businesses and the public at large; and

WHEREAS, it is in the interest of the customers of Franchisee to continue to receive cable television service under the terms of the existing Franchise until a new franchise is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the term of the Franchise is hereby extended until a new franchise is adopted by the Town.

APPROVED for the Town of Barrington on this 24th day of December 2008.

By: Carol Reilly
Carol Reilly
Town Administrator
Duly Authorized

ATTEST: Carolyn M. Berryment

CAROLYN M. BERRYMENT, Notary Public
My Commission Expires September 27, 2011



RENEWAL OF FRANCHISE AGREEMENT

BETWEEN

THE TOWN OF BARRINGTON

AND

NEW ENGLAND CABLEVISION, INC.

January 1, 1999

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**RENEWAL OF FRANCHISE
BETWEEN THE TOWN OF BARRINGTON
AND
NEW ENGLAND CABLEVISION, INC.**

WHEREAS, New England Cablevision, Inc. (hereinafter "New England Cablevision" or "Franchisee") is the duly authorized holder of a Franchise to operate a cable communications system in the Town of Barrington (hereinafter "Town"), said Franchise having originally commenced on November 1, 1988; and

WHEREAS, New England Cablevision filed a request for a renewal of its Franchise by letter dated March 28, 1996 in conformity with the Cable Communications Policy Act of 1984, as amended (the Cable Act) and filed a renewal proposal dated October 9, 1998; and

WHEREAS, there has been an opportunity for public comment, as described by Section 626(h) of the Cable Act; and

WHEREAS, the Board of Selectmen, as the Franchising Authority, finds that the renewal of New England Cablevision's franchise is appropriate in light of its past performance, compliance with the terms of its existing Franchise, and based on the Board of Selectmen's finding that the terms contained in New England Cablevision's request for Franchise renewal meet the future cable-related needs of the Town of Barrington; and

WHEREAS, the Board of Selectmen have determined that the services and programming of such a Franchise can contribute

significantly to the communications needs and interests of the Town and its residents and institutions;

NOW THEREFORE, after due and full consideration, the Board of Selectmen and New England Cablevision agree that this Franchise is issued upon the following terms and conditions:

ARTICLE I

DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Franchise shall have the following meanings; however, any term not included in the following definitions which is otherwise defined in FCC rules and/or regulations, or by federal law as of the effective date of this Franchise Renewal shall be incorporated herein by reference:

(a) Access Channel: One channel which the franchisee shall make available to the Town of Barrington without charge, for the purpose of transmitting governmental and educational programming.

(b) Access Programming: (i) "Educational": Non-commercial programming produced by Town of Barrington Public Schools, or other educational organizations as designated by the franchising authority and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable television systems; (ii) "Governmental": Non-commercial programming produced by Town of Barrington departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable television systems.

(c) Addressable Technology: The capability of a Cable System to electronically add, change or delete certain programming or services from a remote location.

(d) Affiliate or Affiliated Person: Any person who or which directly or indirectly controls and owns an interest in the Franchisee; any person which the Franchisee directly or indirectly controls and in which the Franchisee owns an interest; and any person directly or indirectly subject to control and owned in whole or in part by a person who or which directly or indirectly controls and owns an interest in the Franchisee.

(e) Basic Broadcast Service: That service tier which includes at a minimum the retransmission of local television broadcast signals, public, educational and governmental access channels and other signals as defined by the FCC and services required by the Cable Act, if any.

(f) Board shall mean the Board of Selectmen for the Town of Barrington.

(g) Broadcast: Over-the-air transmission by a radio or television station.

(h) Cable Act: Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996), as it may hereafter be further amended.

(i) Cable Service: The one way transmission to subscribers of video programming, or other programming service and, subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service. For the purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by, a television broadcast station and, "other programming service" is information that a cable operator makes available to all subscribers generally. Cable service may include the provision of Internet service, if it is determined by the Franchisee to be economically feasible. The Town recognizes that two-way interactive capability will not be available until completion of the system upgrade.

(j) Cable Television System or Cable System: 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 serves only to retransmit the television signals of one or more television broadcast stations;
2. A facility that services 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 Communications Act of 1934, as amended, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly

to subscribers, unless the extent of such use is solely to provide interactive on demand services;

4. An open video system that complies with Section 653 of the Communications Act; or
5. Any facilities of any electric utility used solely for operating its electric utility systems.

(k) Channel: A band with sufficient capacity to carry either one standard video signal or a number of audio, digital or other non-video signals.

(l) Converter: An electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a Subscriber and any channel selector which permits a Subscriber to view all signals delivered at designated converter dial locations at the set or by remote control.

(m) Drop: The coaxial cable that connects a home or building to the Residential Network or Institutional Network.

(n) Effective Date: January 1, 1999.

(o) FCC: Federal Communications Commission.

(p) Feeder Cable: The cable, connected to the trunk cable, from which cable service is distributed to multiple Subscribers, as distinguished from trunk cable (which distributes cable service throughout the franchise area).

(q) Franchisee: New England Cablevision, Inc., a wholly-owned subsidiary of Diversified Communications, d/b/a New England Cablevision ("New England Cablevision").

(r) Franchise or Franchise Agreement: The Franchise granted herein.

(s) Franchise or Franchising Authority: The Town of Barrington, New Hampshire, or its designee, in accordance with applicable federal and state law.

(t) Franchise Fee: The payments to be made to the Franchise Authority or other governmental entity as consideration for the renewal franchise granted herein which shall have the meaning set forth in Section 622 (g) of the Cable Act.

(u) Institutional Network or I-NET: The separate cable, consisting of upstream and downstream, 6 MHz channels, which is available for two-way transmission between and among certain designated municipal facilities.

(v) Leased Channel or Leased Access: A channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(w) Outlet: An interior receptacle that connects a television set to the Cable System.

(x) Pay Cable or Pay Cable Services: Programming delivered for a fee or charge to Subscribers on a per channel basis, in addition to the fee or charge for the basic service.

(y) Pay-per-view: Programming delivered for a fee or charge to Subscribers on a per program basis, in addition to the charge or fee to Subscribers for basic service.

(z) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(aa) Private Roads: Private rights of way or non-public

roadways not classified as highways by Chapter 231 of the Revised Statutes Annotated of New Hampshire which provide access to two or more free-standing, non-connected residential buildings as residential buildings.

(bb) Programming: Any video, audio, text, data or other signal carried over the Cable System.

(cc) Public Way: The surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right of way, including, but not limited to public utility easements (except those owned by the Town) dedicated utility strips or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the franchise authority and the franchisee for the purpose of installing, operating, repairing and maintaining the cable system. Public way shall also mean any easement now or hereafter held by the Franchising Authority within the service area for the purpose of public travel, or for compatible uses, and shall include other easements or rights of way and shall, within their proper use and meaning, entitle the franchising authority and the franchisee to the use thereof for the purpose of the installing and transmitting of Franchisee's cable services or other services over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, compliances, attachments and other property as may be ordinarily necessary and pertinent to the cable system.

(dd) Residential System: The trunk and feeder signal distribution network with bi-directional capability to be operated by the Franchisee over which cable service can be transmitted to Subscribers, as is described in Section 3.3.

(ee) Rochester Regional Cable System shall mean the regional system constructed, operated and maintained by the Franchisee in the City of Rochester, Towns of Barrington, Farmington, Strafford and Milton, New Hampshire, and Lebanon, Maine, and any other nearby towns that might be added to the Rochester Regional Cable System in the future pursuant to and in accordance with licenses issued by their respective Issuing Authority.

(ff) Scrambling: The electronic distortion of a signal in order to render it unintelligible or unreceivable without the use of a converter or other decoding device.

(gg) Service Interruption: The loss of any signal, video picture or sound on one or more channels carried over the Cable System for distribution to a Subscriber.

(hh) Service Tier: A category of cable service or other services provided by a cable operator for which a separate rate is charged, as may be described and regulated by federal law.

(ii) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another.

(jj) Standard Service Package: A combination of cable service tiers, consisting of the Basic Broadcast tier and Cable Programming Service tiers, as provided by the Franchisee as of the Effective Date and including any individual broadcast

channels or cable networks added to these tiers in the Franchisee's sole discretion or as is otherwise required by law, as a result of the reconstruction of the Cable Communications System.

(kk) Street: The surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive on any easement or right-of-way now or hereafter held by Town, and dedicated for use by the Town, use by the general public, or use compatible with the Cable System operations.

(ll) Subscriber: Any person, firm, company, municipality, corporation or association lawfully receiving Cable Services from the Franchisee.

(mm) Town: The Town of Barrington, New Hampshire.

(nn) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise of the ownership or control of the cable system or the renewal franchise granted herein to a person or a group of persons acting in concert, as described in Section 2.6.

(oo) Upstream Transmissions: Signals traveling from Subscribers or other originating points on the cable system to a head-end or sub-headend.

ARTICLE 2 GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

Pursuant to the authority of the Cable Act and RSA 53-C of

the Laws of New Hampshire, as amended from time to time, the Board, acting as the Franchising Authority, hereby grants a non-exclusive Franchise to New England Cablevision, Inc., authorizing and permitting said Franchisee to construct, upgrade, operate and maintain a Cable System within the municipal limits of the Town.

In consideration for the grant of the Franchise under the terms herein, the Franchisee agrees to install and maintain a dedicated local (within the territorial limits of the Town) I-Net system as set forth in Section 3.6 at no cost to the Franchising Authority or the citizens of Barrington, including the provision of all required cable, fiber optics, and necessary optical transmitters and receivers.

The Franchise is granted under and in compliance with and subject to the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and all other applicable rules and regulations in force and effect during the period for which this Franchise Agreement is granted. The Franchising Authority specifically reserves all authority granted it under RSA 231:160 et. seq. to manage, regulate and control the public right-of-way, as such authority relates to the provisions of telecommunications services.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles,

wires, optical fibers, amplifiers and other property and equipment as are necessary in, under, over, along, across and upon the public streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and property under the jurisdiction of, including other property over which the Town has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data or other signals in accordance with the laws of the United States of America and the State of New Hampshire and the Town.

SECTION 2.2 - NON-EXCLUSIVITY [SEE RSA 53-C:3-b]

The right to use and occupy the streets, public ways and public places shall not be exclusive, and the Town reserves the right to grant similar or other uses of the said streets, public ways and public places to any persons for a similar Cable System or otherwise at any time during the term of the Franchise. The Franchisee hereby acknowledges the Town's right to make such grants and permit such uses.

SECTION 2.3 - DURATION OF FRANCHISE

The term of this non-exclusive Franchise shall be for a period of ten (10) years commencing January 1, 1999 and shall terminate at midnight on December 31, 2008. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended and is subject further to the performance by Franchisee of all terms and conditions set forth herein.

SECTION 2.4 - RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

SECTION 2.5 - FRANCHISE FEE

If, and as, the Town may require, the Franchisee shall pay a franchise fee, but only so far as is in accordance or consistent with the Cable Act.

SECTION 2.6 - TRANSFER OR ASSIGNMENT

(a) This Franchise, any part of this Franchise, or any future renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed and which shall be governed by applicable provisions of the Cable Act. Notice of any transfer or assignment shall be made in writing by the Franchisee to the Franchising Authority.

(b) For purposes of this section, any sale, assignment or any other disposition of a majority ownership interest of the parent company of the Franchisee to any one person or group of persons acting in concert, in one transaction or a series of related transactions, shall be deemed to be a transfer within the meaning of this section.

(c) The Franchisee shall not enter into any management contract or any other arrangement for the management of the Cable System or any part of the Cable System providing direct services

to subscribers, however structured, without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

(d) If there shall be filed against Franchisee in any Court, pursuant to any statute either of the United States or of any State, a Petition at Bankruptcy or insolvency or for reorganization or for the appointment of the receiver or trustee of all or a portion of Franchisee's property, and if, within sixty (60) days thereof, Franchisee fails to secure a discharge thereof, or Franchisee shall voluntarily file any such petition or make an assignment for the benefit of creditors, Franchisee shall notify the Town of such fact within five (5) days of its occurrence. Any subsequent sale of the Cable System, or any part thereof, or cable property or facilities, or the Franchise shall be treated as a transfer or assignment and the provisions of this section requiring approval of the Town shall apply. However, Town shall not unduly delay or unreasonably withhold the grant of approval. The term "bankruptcy" as used herein shall include an assignment for the benefit of creditors.

(e) In reviewing any request to transfer or assign control or ownership, the Town shall analyze such factors as whether the transferee has the appropriate technical, legal, managerial and financial capacity to operate the Cable System.

(f) The parties agree that the Town, in consenting to any transfer, does not waive its right to pursue Franchisee for violation of provisions of this contract. All terms of this

Agreement shall be binding on transferees except as otherwise agreed to.

SECTION 2.7 - EQUAL PROTECTION PROVISION [See RSA 53-C:3-b]

(a) Pursuant to RSA 53-C, no municipality shall grant any additional franchises to cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within such municipality.

For providers not regulated under RSA 53-C, the Town agrees to impose, to the extent allowed by law, comparable PEG access channel requirements, a fee in lieu of a franchise fee, and comparable conditions for use of the rights-of-way.

If Franchisee believes that it is at a competitive disadvantage as a result of a competing multichannel video programming provider that is not required to be licensed by the Franchising Authority, the Franchise and the Franchising Authority agree that Section 625 of the Cable Act will be applicable. The Franchising Authority and the Franchisee agree that the terms and conditions of any such potential competition are unforeseeable as of the Execution Date of the Franchise.

In the event the parties cannot reach an agreement, the Franchising Authority and Franchisee agree to submit the dispute to arbitration pursuant to the rules of the American Arbitration Association. Due to the technical nature of the subject matter, the Franchising Authority and Franchisee shall confer regarding the selection of a technically qualified arbitrator.

(b) Any such additional franchise(s) shall be granted on the condition that such franchise(s) shall indemnify and hold harmless the Town and the Franchisee (New England Cablevision) from and against all costs and expenses incurred in strengthening poles, rearranging attachments, placing underground facilities and all other costs (including those of the Town and Franchisee) incident to inspections, make-ready and construction of an additional cable system in the franchise area.

(c) The Town agrees that it will not use its designated access channel, if any, or other facilities, the Institutional Network facilities, if any, or other designated Franchisee Subscriber network facilities to provide for-profit commercial services.

SECTION 2.8 - POLE ATTACHMENT RIGHTS

(a) Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix cables, wire, or optical fibers comprising the Cable System to the existing poles on public streets and ways, provided the Franchisee secures permission and consent of the public utility companies to affix the cables and/or wires to their pole facilities and provided further that the Town shall determine the location of all such cables or wires, pursuant to law. Franchisee may erect its own poles and install its own conduit, with approval of the location of such installation by the Town, pursuant to law, which approval shall not be unreasonably withheld. The Town grants Franchisee equal standing with the power and telephone utilities in the

matter of placement of facilities on public ways subject to the ultimate authority of the Town to determine the location of all installations. All poles and conduit installed within the service area, as defined herein at Section 3.1, shall be made available for attachment or use by Franchisee, at just and reasonable rates applied to public utilities under the formula presently established by (47 U.S.C., Section 224) law.

(b) In all areas of Town where public utilities lines are aerially placed, if subsequently during the term of the Franchise such utility lines required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be proportionally shared by all affected companies, as provided by law.

SECTION 2.9 - USE OF SYSTEM BY TOWN

The Town shall have the right, without cause, to make attachments to facilities owned by Franchisee for Town governmental use, such attachments to be installed and maintained only after written notice to Franchisee, provided, that Franchisee shall assume no liability or expense in connection therewith and provided further that the Town's use thereof shall be in such a manner as not to interfere in any manner with the operation of the Cable System by Franchisee, and shall be in compliance with the National Electrical Safety Code and all applicable federal, state, and local laws, rules and regulations.

Should the Franchisee subsequently determine that the attachments interfere with the operation of the Cable System by Franchisee, the Franchisee shall provide the Town with written notice of such determination and the Town shall remove such attachments within a reasonable time period.

SECTION 2.10 - POLICE AND REGULATORY POWERS

Franchisee's rights are subject to the powers of the Town to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable System, the Franchisee, or this Franchise including ordinances and regulations pertaining to management, control and regulation of public rights-of-way but only to the extent authorized or allowed by state law and federal law.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS

(a) Present Service Area: Cable service shall be provided to every existing residential dwelling and commercial unit requesting cable service and located on public streets and private roads, provided Franchisee is able to obtain from property owners any necessary easements and/or applicable permits at no cost.

(b) Future Service Area: The Franchisee shall, upon request, make cable service available to residents in new dwelling units on public streets and private roads within ninety

(90) days taking into account, and subject to weather, force majeure, performance of make ready, availability of construction crews and materials, and the ability to obtain all necessary easements and rights-of-way.

In the case of new construction or property development where utilities are to be placed underground, the developer or property owner shall give Franchisee reasonable notice of not less than forty-five (45) days prior to such construction or development, and, if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner.

Under all circumstances, the Cable System shall pass new units within five months after a resident requests service, subject to events of force majeure and utility make ready.

SECTION 3.2 - SUBSCRIBER CONNECTION

(a) The Franchisee shall, within fifteen (15) days of written request by the occupant of a dwelling, connect the Cable System to a dwelling at standard installation charges if the dwelling is within three hundred (300) aerial feet of the nearest Feeder Cable, if no special trenching or boring is required, and only if the dwelling is properly internally wired to meet the Franchisee's specifications to prevent signal leakage.

(b) Residences located over three hundred (300) aerial feet from Feeder Cable or requiring special trenching or boring shall be charged an additional one time installation fee. Such charge for aerial installation shall not exceed \$1.00 per foot for each foot over 300 feet, and for underground installation shall be at cost unless the FCC permits a greater or lesser charge or permits calculation of the charge on a different basis.

(c) Franchisee shall complete construction of any such Subscriber connections within ninety (90) days of either a written request by the owner of the dwelling or within ninety(90) days of the date any necessary easements are obtained, whichever occurs later, taking into account, and subject to weather, force majeure, performance of make ready, availability of construction crews and materials. If requested by the Franchising Authority, Franchisee shall provide a written report to the Town completely explaining its failure to meet the time frame stated herein.

SECTION 3.3 - RESIDENTIAL SYSTEM

(a) The Franchisee commits to maintaining a two-way capable residential cable system utilizing Addressable Technology, and cable and electronics capable of transmitting a bandwidth of at least 550 MHZ, with compression technology used to provide capability equivalent to that of a system with 750 MHZ within eighteen (18) months of the execution date of this Franchise Agreement. The need for additional system upgrades shall be a subject of the technology reviews pursuant to Section 3.5.

(b) The Cable System shall be designed and constructed so that television station broadcast signals received by the Franchisee in stereo can be received in stereo by Subscribers without the necessity of subscribing to any other Cable System service, providing Subscriber has video reception equipment capable of receiving stereo signals.

(c) Franchisee shall provide the Franchising Authority with thirty (30) days notice before making deletions, additions, relocations of programming or stations or any other change to its channel offerings. The Franchising Authority may, at its sole discretion, hold a public hearing to solicit comment regarding the proposed changes. Upon provision of 15 days notice, the Franchisee shall attend such public hearing.

SECTION 3.4 - CONSTRUCTION SCHEDULE

(a) Rebuild upgrade construction and activation of the Cable System shall be completed within eighteen (18) months of the Execution Date of this Franchise Agreement unless an extension is granted pursuant to this subsection. Notwithstanding the above, upon written application by the Franchisee to the Franchise Authority at least thirty (30) days prior to the construction deadline or any extension thereof, the Franchise Authority may grant a reasonable extension of time to permit the Franchisee to comply with the construction deadline; provided that such written application sufficiently states and documents that the need for such extension is for good cause and due to circumstances beyond the reasonable control of the

Franchisee. Among events or circumstances deemed to be beyond the reasonable control of the Franchisee are: the timely performance of walk-out, make-ready and the location of underground utilities by the telephone and electric utility companies; the timely delivery of equipment by suppliers, provided the Franchisee exercises due diligence in placing purchase orders for such equipment; the timely performance of contractual obligations by sub-contractors, provided that the Franchisee exercises due diligence in selecting sub-contractors, supervising their performance and seeking compliance with any and all agreements with them; labor disputes, provided the Franchisee exercises due diligence in seeking settlement of such disputes; and acts of God, including severe weather conditions, provided that the Franchisee uses due diligence to complete installation on or before the deadline herein.

(b) In constructing the Cable System, the Franchisee shall follow present and future pole placements in the Town. Where telephone and electric utilities are both underground, the Franchisee shall place its cables underground.

SECTION 3.5 - FUTURE TECHNOLOGY

Consistent with what is otherwise technically and economically feasible for utilization throughout the Rochester Regional Cable System, the Franchisee shall at all times during the period of this Franchise Agreement maintain and operate a cable television system reasonably representative of the state of the art.

SECTION 3.6 - DEDICATED LOCAL INSTITUTIONAL NETWORK ("I-NET")

(a) As part of Franchisee's service obligation under the renewed Franchise Agreement, the Franchisee shall provide a dedicated Hybrid Fiber Coax (HFC) I-NET system directly interconnecting the municipal and institutional facilities listed in Exhibit A. Franchisee shall install such coax/fiber cables under the construction schedule identified in Section 3.4 and Section 3.6.

(b) The I-NET shall be capable of video, audio, text, and high speed data transmissions and be further capable of transmitting inter alia:

- 1) Electronic Mail;
- 2) Interactive Teaching;
- 3) Municipal Training; and
- 4) Internet Access

(c) Within sixty (60) days after completed construction of the I-NET, the Franchisee or its designee shall provide up to 50 Internet E-mail addresses for municipal and school use.

(d) The Franchisee shall provide, free of charge, an activated I-NET drop and outlet to those buildings listed in Exhibit A. The Town may request up to two additional I-NET outlets for each public building and institution which the Franchisee shall install at no cost; provided, however, that such additional buildings are passed by the I-NET. It is understood, however, that new schools constructed within Town boundaries after the effective date of this license shall also be connected to the dedicated local I-NET.

(e) The Franchisee shall provide the necessary optical transmitters and receivers to facilitate the transmission of one video signal and various data transmissions over the dedicated local I-NET from locations shown in Exhibit A.

(f) The Franchisee shall not be required to provide or attach to the I-NET any of the Town's terminals or peripherals. The Franchisee, however, agrees to offer technical advice to appropriate I-NET users concerning interface devices, as requested.

(g) The Franchisee agrees to maintain all cable services equipment which it owns.

(h) The Franchisee shall maintain I-NET performance in accordance with FCC technical specifications. Upon request of the Franchising Authority, the Franchisee shall investigate and remedy I-NET signals not meeting this standard.

SECTION 3.7 - PARENTAL CONTROL CAPABILITY

The Franchisee shall make available to any Subscriber at their request, a parental control device which will permit the Subscriber at their option to control the reception or to eliminate comprehensive reception of any channels on the Cable System.

SECTION 3.8 - ACCESS PROGRAMMING

(a) Franchisee shall provide one access channel dedicated for Town use for governmental and educational access. Franchisee shall provide and maintain equipment for generating and transmitting bulletins and notices of events at a municipal

location to be determined by the Issuing Authority. The capability for generating such bulletins and notices will be provided to the Town after completion of the system rebuild upgrade as soon as practicable, and not later than ninety (90) days following notice by the Town to the Franchisee that the Town has established adequate space and personnel to provide such services.

(b) Franchisee will continue to provide a studio and production facilities within the Rochester Regional Cable System. The Franchisee shall provide to the Franchising Authority ninety (90) days notice of a change in studio location. The Town may use these facilities for the production of public access programs. The franchisee shall equip the studio with reasonably representative state of the art production equipment designed to permit the Town to originate and produce access programming, such equipment described in Exhibit "B". The Franchisee shall provide the studio and the production equipment described in Exhibit "B" at no cost to the Town, and reasonably scheduled access as required by the Franchising Authority.

(c) There shall be no charge for the use, for non-commercial purposes, of the studio, production facilities and equipment or of the access channels.

(d) Town shall have the right to request that Franchisee cablecast public activities within the Town, which affect the interests of the Town, within thirty (30) days prior to the event or activities. The Franchisee, upon request by the Town, shall

make all reasonable efforts to cablecast the event or activity live if technically and economically feasible.

SECTION 3.9 - EMERGENCY OVERRIDE

The Cable System shall incorporate audio override capabilities for use in the event of an emergency consistent with FCC regulations. The emergency override capability may be operated from a standard touch-tone telephone only by officials authorized by the Franchising Authority. Activation of this emergency override capability shall give authorized official(s) control of all channels allowed by law for a limited period of time for the purpose of transmitting instruction to viewers. The Franchising Authority shall provide Franchisee with the name(s) of each individual authorized to activate the emergency override capability prior to granting such authorization. Authorization shall be limited to two (2) individuals.

SECTION 3.10 - DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (47 USCS §544a) and should the Franchisee decide to scramble either of the two tiers of service presently regulated by the FCC, the Franchisee will notify the Franchising Authority at least thirty (30) days prior to such change and if requested in writing by the Franchising Authority will attend a public hearing at least fifteen (15) days prior to implementation of such change in order to explain its decision and to solicit the views of the public and the Franchising Authority.

SECTION 3.11 - LEASED ACCESS CHANNELS

Franchisee shall make channel capacity available as required by the Cable Act for leased access use to a person, group, organization or entity upon reaching an appropriate agreement. Rates for the use of leased access channels shall be negotiated between Franchisee and the commercial user in accordance with the provisions of the Cable Act. Franchisee shall not limit the amount of time bought in any one day. When leased access purchases achieve 75% of channel capacity on a single channel, Franchisee shall make additional channel capacity available. In the event Federal Law is amended so as to not require leased access channels, and Federal Law does not expressly prohibit leased access channel set asides, Franchisee shall continue to set aside channel capacity for locally originated leased access programming at the same level as that in use immediately prior to the Federal law amendment, or such other arrangement as mutually agreed between the Franchising Authority and Franchisee.

SECTION 3.12 - GOVERNMENTAL CABLE DROPS TO RESIDENTIAL NETWORK

The Franchisee shall provide, as directed by the Town, (a) one cable drop connected to the residential network, (b) one outlet, and (c) the Standard service package to all municipal and school buildings which are listed in Exhibit A and within 300 feet of feeder cable. Franchisee shall also donate coax cable for each classroom of the public schools in the Town existing as of the date of this Franchise Agreement. The obligation of Franchisee to donate coax cable for such drops and outlets and

to provide such service shall pertain throughout the life of this Franchise and shall apply specifically to municipal and school buildings constructed or located subsequent to the commencement of this Franchise, which shall be wired within 6 months of delivery of a written request from the Town to Franchisee. This coax cable shall be provided at no cost to the Town. The Franchising Authority or its designee shall consult with the appropriate individuals to determine the appropriate location of each drop and outlet prior to the installation of the free service.

The Franchisee shall provide origination broadcast capability at the following locations:

- a. Town Hall Meeting Room;
- b. Middle School;
- c. Elementary School.

During the life of the Franchise, the Town may designate one (1) additional origination broadcast point to be provided by Franchisee along its cabled routes.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall use best efforts to avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority except as may be approved by the Franchising Authority if required for

the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System for which this Franchise is granted shall be done in conformance with OSHA, the National Electrical Safety Code, rules and regulations of the FCC and applicable state and local laws and ordinances.

(c) The Cable System shall be constructed, operated and maintained so as to comply, at a minimum, with all FCC signal quality requirements. Upon written request by the Franchising Authority or its designee, Franchisee shall provide proof of compliance of FCC signal requirements.

(d) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town.

(e) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public streets and private roads and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(f) The signal of any television or radio station carried on the Cable System shall be carried without material degradation in quality at all Subscriber locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable systems.

(g) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise, and the Town through its code enforcement office. All inspections shall be at the expense of the Town.

(h) All lines, cables and distribution structures and equipment, including poles and towers, erected by Franchisee, within the Town shall be located so as not to obstruct or interfere with the proper use of streets, as defined herein, and to cause minimum interference with the rights of property owners who abut any of the said streets, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the Franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said streets, provided, however, that this standard shall apply to all persons or entities owning lines, cables, and distribution

structures, and equipment and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems.

(i) Upon written notice from the Town, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within fourteen (14) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

(a) Franchisee shall promulgate and adhere to a preventive maintenance policy at or above the performance standard set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. Except during the rebuild upgrade, in an emergency, or for insignificant interruptions of thirty (30) minutes or less which may occur during the course of normal maintenance, Franchisee will use best efforts to interrupt service only between the hours of midnight and 7:00 a.m.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public streets or private roads or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. In no event shall such restoration be made later

than ten (10) business days, weather permitting or due to events beyond the reasonable control of Franchisee, after Franchisee's receipt of written notification from the property owner so damaged unless otherwise agreed by Franchisee and the property owner. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this Franchise to be properly completed in, on, over or under any street within any time prescribed, the Town may cause such work or other act to be performed or completed in whole or in part, and upon so doing shall submit to Franchisee an itemized statement of prevailing rates of the cost thereof. Franchisee shall, within thirty (30) days after receipt of such statement, pay to the Town the entire amount thereof. The Town, at its option, and in its sole discretion, may draw upon the bond described herein to recover any cost incurred pursuant to this section, should Franchisee fail to pay such costs within sixty (60) days of receipt of the statement of those costs.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where the cable or wire facilities of the public utilities are installed underground, Franchisee shall install its cable system underground. Vaults and pedestals shall be suitably restored to a similar condition prior to underground work.

(b) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the Cable System in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its own expense, protect or relocate its system or part thereof, as directed by the Town or other authority having jurisdiction.

SECTION 4.4 - TREE TRIMMING

The Franchisee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any City ordinances and regulations.

SECTION 4.5 - STRAND MAPS

Within sixty (60) days from a request in writing from the Franchise Authority, the Franchisee shall provide to the Town a complete set of strand maps of the service area, and on which

will show the Franchisee's cable and equipment in those areas in which its facilities exist and the location of all streets. Upon reasonable request by the Franchise Authority, Franchisee shall provide updated maps.

SECTION 4.6 - BUILDING MOVES

In accordance with applicable laws, the Franchisee shall, upon the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than twenty-one (21) days advance notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.7 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure as defined in Section 8.2 hereof.

SECTION 4.8 - RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscriber's reasonable request for location of entry and shall in other respects observe standard specifications for drop connections into the residence. Exterior wiring on a residence shall be installed as unobtrusively as possible. Each drop shall be grounded at each Subscriber's residence at the time of initial installation of

cable service or during the next scheduled in-house servicing that is performed.

ARTICLE 5

CUSTOMER SERVICE, MARKETING OF SERVICES AND CONSUMER PROTECTION

SECTION 5.1 - CUSTOMER SERVICE

(a) Franchisee shall comply with the Federal customer service standards as set forth by the FCC in accordance with the Cable Television Consumer Protection and Competition Act of 1992, as amended from time to time and as set forth in applicable New Hampshire statutes.

(b) Unless otherwise approved by the Town, which approval shall not be unreasonably withheld or delayed, Franchisee shall maintain a customer service office within the Rochester Regional Cable System, for the transaction of in-person business (i.e. payments, questions, reports, orders, customer service) with Subscribers. Franchisee shall provide and maintain 24-hour, toll-free answering lines which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available.

(c) At the time of initial subscription and annually thereafter, the Franchisee shall give each subscribing household a written notice, which shall include full disclosure of (i) products and services offered, (ii) prices and options for programming services and conditions of subscription to

programming and other services, (iii) installation equipment and service maintenance charges and policies, (iv) instructions on how to use the cable service(s) channel positions of programming carried on the system; (v) billing and complaint procedures for reporting and resolving Subscriber complaints, including the address and telephone number of the local Franchise Authority; and (vi) information regarding availability of parental control devices; and (vii) a list of monthly and non-recurring fees and charges.

Franchisee shall include at the time of initial subscription, a written authorization form which requires the subscriber to affirm expressly that he agrees to release any subscriber information regarding cable or Internet service, as discussed in Section 5.6. Without such authorization, Franchisee is prohibited from releasing subscriber lists, e-mail addresses or any other subscriber information to third parties.

(d) The Franchisee shall make all reasonable efforts to respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery.

(e) Except as limited by federal law or FCC regulations concerning privacy, Franchisee shall maintain a record of all such complaints and such records shall be available at Franchisee's local offices for at least two years for inspection by the Town as it may from time to time request, during regular

business hours and upon reasonable notice. Nothing herein shall be deemed to require Franchisee to maintain records of oral complaints which can be handled to the customer's satisfaction in the course of the initial conversation in which the complaint is made or does not require technical field response. Upon request, the Franchisee shall provide to the Town an accounting of the number and nature of such complaints.

(f) The Franchisee shall maintain its records as required by and in a manner not inconsistent with applicable federal or state law or regulation.

SECTION 5.2 - TERMINATION OF SERVICE

(a) In the event a Subscriber's service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination.

(b) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided, that if the disconnect is for failure of a Subscriber to pay an overdue account,

- (1) Franchisee billing practices and policy statement set forth the conditions under which an account will be considered overdue; and
- (2) Franchisee mails, at least twelve (12) days prior to the proposed disconnection, written notice of intent to disconnect for delinquency in payment; and

- (3) The Subscriber's account is at least thirty (30) days delinquent.

SECTION 5.3 - SERVICE INTERRUPTIONS

In the event of a Cable System failure resulting in a Subscriber experiencing a service interruption for twenty-four (24) or more consecutive hours, Franchisee shall grant such Subscribers a pro rata credit or rebate on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. Credits shall be applied as described above if Franchisee knew of the interruption or after due notice to the Franchisee from the Subscriber.

Franchisee shall consider a similar credit for any service interruptions lasting less than twenty-four (24) hours, excluding interruptions which are beyond the control of the Franchisee, such as, but not limited to, electrical outages, acts of God, or for any reason of force majeure.

SECTION 5.4 - IDENTIFICATION

Franchisee shall ensure that all of its vehicles, employees, agents and subcontractors, are reasonably identified to the general public. Agents and contractors hired by the Franchisee to perform any substantial work on the Cable System during the rebuild upgrade period in the Town and shall reasonably inform the Barrington Police Department of the general work location within the Town and provide relevant vehicle identification prior to commencing such work.

SECTION 5.5 - SUBSCRIBER ANTENNAE

Notwithstanding a required disconnection of Subscriber's existing antenna and downloads to receivers connected to the Cable System, Franchisee shall not remove such antennae and downloads. Subscribers may request and Franchisee shall provide AB switch or other appropriate switch technology to the subscriber for purchase or installation at initial installation. Franchisee may require payment of an installation charge by each Subscriber, in addition to the purchase cost, for switch installations made after initial installation of service to that Subscriber. Such charge shall be at the Franchisee's actual cost, plus reasonable rate of return.

SECTION 5.6 - SUBSCRIBER PRIVACY AND RIGHTS TO INFORMATION

The Franchisee shall not collect, store, use or make available to any third party data relating to individual Subscriber households, whether the data are for providing cable service or Internet services without first giving the Subscriber an opportunity to remove his or her name from the Franchisee's list of Subscribers unless such disclosure is necessary to provide cable service or to conduct cable related business activities (for example, disclosure to the company that addresses and mails out monthly bills and guides, the programming services or a collections service for past due accounts). The conduct of the Franchisee under this section shall be consistent with and governed by Section 631 of the Cable Act, "Protection of Subscriber Privacy." Any Subscriber may, upon written request,

examine all records maintained by Franchisee relating to the Subscriber's account. Franchisee shall insure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

ARTICLE 6

RATES AND CHARGES

SECTION 6.1 - RATES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Franchise Agreement is attached hereto as Exhibit "C". Any changes in price for cable service, equipment and installation will be in conformance with applicable law.

(b) The Franchising Authority shall have the right to the extent granted under state law, the Cable Act and FCC regulations, to regulate rates, equipment, installation and service charges to Subscribers.

(c) The Franchisee may require a deposit or refuse service to any applicant for a bona fide credit reason, which relates to the applicant's overdue or delinquent account with the Franchisee. The Franchisee may require that the account of any Subscriber requesting work be current before such work is performed.

(d) Franchisee shall notify the Franchising Authority in writing at least thirty (30) days prior to any adjustment in price for cable service provided by the Cable System. The notice shall state the date on which the adjustment in price is to occur. At the request of the Town, upon fifteen (15) days written notice, Franchisee shall attend and respond at a public hearing providing information in support of the price adjustment. Franchisee shall provide to the Town copies of any filings by the Franchisee relative to rate proceedings at the FCC, if any.

(e) The Franchisee may levy collection charges not to exceed actual costs on overdue or delinquent accounts, not including reasonable late fees consistent with the prevailing law of New Hampshire.

ARTICLE 7

REGULATORY OVERSIGHT

SECTION 7.1 - INDEMNIFICATION

(a) The Franchisee shall at its sole cost and expense, indemnify and hold the Town harmless at all times during the term of this Franchise Agreement, and subsequent renewals, if any, from any and all claims for injury and damage to persons or property, both real and personal, caused by the installation, operation or maintenance of any structure, equipment, wire or cable within the Franchise area. Upon receipt of notice of any such claim in writing from the Board, the Franchisee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was

caused by activities of the Franchisee, its employees and/or agents, in the installation, operation or maintenance of its Cable System.

(b) The Franchisee agrees to afford the indemnifying party the opportunity to participate in and control any compromise, settlement or other resolution or disposition of such claim or proceeding; and fully cooperate with the reasonable requests of the indemnifying party in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to the preceding paragraph above.

To the extent the Franchisee makes payment pursuant to this section, it may require from the indemnified party assignment of all right of recovery against any party.

SECTION 7.2 - INSURANCE

(a) The Franchisee shall carry insurance applicable to the Rochester Regional Cable System with the Town as a named insured with a qualified, reputable insurance company indemnifying the Town and the Franchisee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000) and Five Million Dollars (\$5,000,000) on account of injury to or

death of any number of persons in any occurrence. Such liability insurance shall include products and completed operations, independent contractors, personal and advertising injury, and automobile; and Franchisee's liability insurance shall be endorsed to include the full indemnity for the Town.

(b) Worker's Compensation, including liability benefits and any other legally required employee benefits, shall be supplied in statutory amounts.

(c) All insurance coverage, including Worker's Compensation, shall be maintained throughout the period of this Franchise Agreement. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. No later than thirty (30) days after the execution of this Franchise, Franchisee shall furnish to the Town certificates of insurance.

(d) All such Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded by the policies will not be canceled, modified or not renewed until at least thirty (30) days prior notice has been given to Town.

SECTION 7.3 - ANNUAL REPORTING BY FRANCHISEE

One Hundred Eighty (180) days after the end of each year of the Franchise term, the Franchisee shall report to the Town in writing, in substantially the form attached hereto as Exhibits "C" and "D", such annual report to include, at a minimum, the information described in those Exhibits.

SECTION 7.4 - PERFORMANCE BOND

(a) Franchisee shall obtain and maintain during the entire term of this Franchise, at its sole cost and expense, and file with the Town, an irrevocable performance bond to guarantee

performance of the following terms and conditions:

- (1) the satisfactory completion of the cable installation in the time schedule provided herein and satisfactory compliance with provisions of this agreement;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with this Franchise;
- (3) the satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (4) the installation of technology upgrades in accordance with Section 3.4.

During this period of construction this performance bond shall be in the amount of One Hundred Thousand Dollars (\$100,000). When Subscriber service is available on the Cable System, as defined herein, and following a reasonable period of satisfactory operation as determined by the Town, the performance bond shall be reduced, but only with written permission from the Town which permission shall not be unreasonably withheld or delayed, to Twenty Thousand Dollars (\$20,000), which shall be held by the Town during the life of this Agreement.

Thereafter, the Town may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 7.4. This right to draw upon this bond

shall not in any way impede or impair the right of the Franchisee to appeal the basis for such action.

(b) The total amount of the bond shall be forfeited in favor of the Town in the event:

- (i) Franchisee abandons the Cable System or any part thereof at any time during the term of the Franchise; or
- (ii) There is any change in ownership or control of the Franchisee, the Franchise or The Cable System in non-compliance with the provisions hereof;
- (iii) Franchisee fails to purchase and maintain insurance as required by this agreement; or
- (iv) Franchisee fails to perform its obligations under this agreement or in any way violates the terms of this agreement.

(c) The Town may draw upon this bond and may otherwise recover any and all penalties due to the Town and any and all damages, losses, costs, and expenses suffered or incurred by the Town resulting from the failure of Franchisee to comply with one or more provisions of this Section 7.4. Such losses, costs and expenses shall include, but not be limited to, reasonable attorneys fees and other legal, consulting and auditing expenses. Nothing herein shall be deemed to permit the Town to collect more than the sums that it is due. The Town may not recover these sums from multiple parties.

(d) Notwithstanding any possible construction to the contrary, nothing in this Section 7.4 is intended, nor shall be construed, to permit or effect a forfeiture or draw against the

bond in any amount exceeding the Town's actual damages incurred in relation to the asserted breach of performance.

SECTION 7.5 - NOTICE AND OPPORTUNITY TO CURE

(a) Prior to instituting any action against the Franchisee under Section 7.4, (Performance Bond) or Section 7.6 (Revocation of Franchise), the Franchising Authority shall notify the Franchisee in writing of the specific failure and shall give the Franchisee sixty (60) days, or such longer time as may be granted by the Franchising Authority in its reasonable discretion, in which to demonstrate that a failure does not exist or to rectify such failure, and shall not proceed further if the matter is resolved to the reasonable satisfaction of the Town within the specified time period.

(b) In the event that the Franchisee fails to cure, or to take reasonable steps to cure, the default within sixty (60) days or such other time period reasonably established by the Franchising Authority, at the written request of the Franchisee, the Franchising Authority shall schedule a public hearing with fifteen (15) days written notice to the Franchisee. The Franchisee shall be provided a reasonable opportunity to offer evidence and to be heard at such public hearing.

Within thirty (30) days following any such public hearing, the Franchising Authority shall determine if the Franchisee is in default and, if so, the Franchising Authority may then pursue any and all lawful remedies.

SECTION 7.6 - REVOCATION OF FRANCHISE; DEFAULT

The Franchise issued hereunder may, after due notice and hearing as defined herein, be revoked by the Franchising Authority for any of the following reasons:

- (1) For failure to comply with any of the material terms and conditions of the Franchise;
- (2) The repeated failure, as determined by the Franchising Authority, to maintain signal quality pursuant to FCC standards;
- (3) For any transfer or assignment of the Franchise Agreement or control thereof without consent of the Franchising Authority;
- (4) For failure to maintain a performance bond as described in Section 7.4 or to maintain insurance as described in Section 7.2.

SECTION 7.7 - REMOVAL OF SYSTEM

Upon termination of the Franchise Agreement or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority may deem any property not removed as having been abandoned, or at the Franchisee's expense remove or cause to be removed any components of the Cable System and restore the areas to their original condition.

SECTION 7.8 - INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of federal and state law and the rules and regulations of the FCC, as they may be amended from time to time are incorporated herein by reference and, shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

ARTICLE 8

MISCELLANEOUS

SECTION 8.1 - SEVERABILITY

If any section, paragraph, term or provision of this Franchise Agreement is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Franchise Agreement or any renewal or renewals hereof.

SECTION 8.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise Agreement, the term force majeure as used

herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the Franchisee's control.

SECTION 8.3 - NOTICES

Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the Attn: Board of Selectmen, Town of Barrington, 41 Province Lane, Barrington, New Hampshire 03825, or such other address as the Franchise Authority may specify in writing to the Franchisee. Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to Attn: Lee K. Stanley, President, New England Cablevision, Inc., 121 Free Street, Portland, Maine 04112-7437, or such other address as the Franchisee may specify in writing to the Franchise Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 8.4 - AMENDMENT OF MODIFICATION

This Franchise shall not be amended or modified except by written agreement following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA 33:8-a.

SECTION 8.5 - ANNUAL TOWN REVIEW

At the Board's request, the Franchisee shall attend annual meetings with authorized Town official(s) to review compliance with the terms of this Franchise and matters of interest to either party. No later than five (5) days prior to such meeting either party may submit a list of items to be reviewed.

SECTION 8.6 - DELEGATION

The Board may delegate to any Town official, employee, agency or commission the authority to exercise any of Board's rights hereunder which may lawfully be so delegated.

SECTION 8.7 - FINAL AGREEMENT

The Agreement stated herein, in writing, constitutes the final and entire agreement between the parties.

SECTION 8.8 - PROPRIETARY AND CONFIDENTIAL INFORMATION

If the Franchisee reasonably believes that any documentation to be provided to the Franchising Authority in accordance with the provisions of this Franchise Agreement, contains proprietary or confidential information, then the Franchisee shall provide the Franchising Authority with written notice thereof, and thereafter the Franchising Authority will safeguard the

information against disclosure, to the extent authorized under
RSA 91-A.

IN WITNESS WHEREOF, the parties hereto have caused this
Franchise to be executed by their duly authorized representative
this 29th day of December, 1998.

THE TOWN OF BARRINGTON

J. E. [Signature]
Witness
J. E. [Signature]
Witness

By: George [Signature]
Carol A. Gully

Witness

Its Board of Selectmen and
Issuing Authority hereof

Accepted By:

NEW ENGLAND CABLEVISION

By: Lee K. Stanley
Lee K. Stanley, its duly
authorized President

EXHIBIT A

1. Town Office Building
2. Police/Library/Gymnasium Building
3. Middle School Annex
4. Middle School
5. Elementary School
6. Fire Department (Route 9)
7. Future Public Safety Building

EXHIBIT B

Studio Exhibit

The Franchisee will provide at its regional studio location state of the art equipment to be maintained and insured by Franchisee. The equipment shall consist of the following items:

1. 3 chip video camera with camera cord;
2. 1 Tripod capable of holding the 3 chip video camera;
3. A recording device for the 3 chip video camera - port-a-pack or 3/4 inch recorder;
4. 3 or 4 batteries for a power pack, which can be plugged into an extension, for the port-a-pack;
5. A monitor for viewing the video recording process;
6. Two mikes and mike stands for recording the audio;
7. Several videotapes for recording the programs;
8. Various cables, earphones, and fittings for joining the equipment together;
9. An editing system - S-VHS cut or better with graphic/titles and sound capabilities.

Franchisee shall make the equipment and studio available at the prescheduled times within its normal business hours, 8:00 a.m. to 5:00 p.m. Monday through Friday. Special arrangements may be made in advance for holidays and weekends.

Franchisee shall provide training in the use of the equipment, such training including, but not limited to, the use of cameras, tripods, monitors, port-a-packs, and the editing of the finished product, including title/graphics and simple wipes and fades.

Franchisee shall assure that all equipment and production facilities are in good working condition. All equipment must be upgraded and replaced by Franchisee if not in good working condition.

Exhibit C

**Barrington
Services & Rates
as of 1/1/99**

I. Budget Basic Service **\$9.45/month**

Includes:

New Hampshire stations	Channels 9, 11, 21, 50, 60
Maine stations	Channels 6, 8, 13, 26
Boston stations	Channels 4, 5, 7, 25, 38, 56, 62
Canadian stations	Channel 9
Additional services	QVC & HSN (Home Shopping), Local Programming, C-SPAN

II. Standard Service Tier **additional \$16.05/month**

Includes Budget Basic channels, plus:

Arts & Entertainment, Lifetime, TNT, ESPN, FX, USA, Discovery, Nickelodeon, CNN, TBS, Weather Channel, MTV, Family Channel, Nashville, Comedy Central, SportsChannel, CNBC, Headline News, AMC, VH-1, ESPN 2, EWTN/INSP, MSNBC, Learning Channel, History Channel, New England Cable News, Outdoor Life, Sneak Prevue, Prevue Guide.

Additional Outlets **\$0.25/month**

Remote Control option **\$0.25/month**

Converters	Basic	\$1.30/month
	Addressable	\$1.60/month
	Addressable w/Volume	\$2.00/month

Premium Services -

Home Box Office	\$10.95/month
- Cinemax	\$ 9.95/month
Showtime	\$ 9.95/month
Disney Channel	\$ 7.95/month
The Movie Channel	\$ 9.95/month
New England Sports Network (NESN)	\$ 8.95/month
Value Pak (Encore, Cartoon, Court TV, Sci-Fi)	\$ 3.50/month

Pay-Per-View Services **Movies - \$3.99** **Events - Various**

Installation Charges

1/1/99

Basic Installation - not wired	\$47.25
Basic Installation - prewired	39.75
Premium Installation - Office addition	5.00
Disconnect	No charge
Reconnect	22.25
Relocation	29.75
Additional Outlets - w/Primary Install	14.75
Additional Outlets - Separate trip	29.75

Exhibit D

Cable Annual Report
Town of Barrington

Office Location: New England Cablevision, Inc.
22 Farmington Road
Rochester, NH 03867.

Mailing Address: Box 1450
Rochester, NH 03866-1450

Office Hours: 8:00 AM - 5:00 PM Mon-Fri
5:00 PM - 7:00 PM Thurs.

Phone number: (603) 332-5466
(Answering service picks up calls during non-business hours)

Headend(tower) location: Hussey Hill Road, Rochester, NH

Miles of Cable Plant:

Number of Subscribers:

Customer Service Statistics:

Projects Constructed: