

ORIGINAL

CABLE TELEVISION FRANCHISE AGREEMENT

FRONTIERVISION OPERATING PARTNERS, L.P.

D/B/A

ADELPHIA CABLE COMMUNICATIONS

("GRANTEE")

AND

THE TOWN OF HANOVER, NEW HAMPSHIRE

("GRANTOR")

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CABLE TELEVISION FRANCHISE AGREEMENT

AN AGREEMENT GRANTING A FRANCHISE TO FRONTIERVISION OPERATING PARTNERS, L.P. D/B/A ADELPHIA CABLE COMMUNICATIONS (THE GRANTEE) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE TOWN OF HANOVER, NEW HAMPSHIRE (THE GRANTOR): SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM.

WHEREAS, FrontierVision Operating Partners, L.P., d/b/a Adelpia Cable Communications (hereinafter "Adelpia" or "Grantee") is the duly authorized holder of a Franchise to operate a cable communications system in the Town of Hanover (hereinafter "Town" or "Grantor"), said Franchise having originally commenced on February 9, 1993; and

WHEREAS, Adelpia filed a request for a renewal of its Franchise and a renewal proposal in conformity with the Cable Communications Policy Act of 1984, as amended (the "Cable Act"); 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 Adelpia's Franchise is appropriate in light of its past performance, compliance with the terms of its existing Franchise, and based on the Board's finding that the terms contained in Adelpia's request for Franchise renewal meet the future cable-related needs of the Town of Hanover; and

WHEREAS, the Board of Selectmen have determined that the services and programming of such a Franchise can contribute significantly to the cable communications needs and interests of the Town and its residents and institutions;

NOW THEREFORE, after due and full consideration, the Board of Selectmen ("Franchising Authority") and Adelpia agree that this Franchise is issued upon the following terms and conditions:

PREAMBLE

The Grantor does ordain that it is in the public interest to permit the use of public rights-of-way and easements for the construction, maintenance, and operation of a Cable System under the terms of this Franchise, said public purpose being specifically the enhancement of cable communications within the territorial boundaries of the Grantor and the expansion of cable communications opportunities outside the territorial boundaries of the Grantor.

SECTION 1. STATEMENT OF INTENT AND PURPOSE.

The Grantor intends, pursuant to RSA Chapter 53-C, and by the adoption of this Franchise, to continue the development and operation of a Cable System. This development can contribute significantly to the cable communications needs and desires of many individuals, associations and institutions.

SECTION 2. SHORT TITLE.

This agreement shall be known and cited as the "Hanover Franchise Agreement." Within this document it shall also be referred to as "this Franchise" or "the Franchise."

SECTION 3. DEFINITIONS.

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 3.1. Access Channel or PEG Access Channel means a channel(s) which the Grantee shall make available to the Town without charge for the purpose of transmitting non-commercial public, governmental and educational programming.
- 3.2. Affiliate or Affiliated Person means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.
- 3.3. Basic Service Tier means a service tier which includes the retransmission of local television broadcast signals.
- 3.4. Cable Act means the Communications Act of 1934 (codified at 47 U.S.C. Sec. 151 et seq.), as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto.
- 3.5. Cable Service means: (i) the one-way transmission to Subscribers of video programming or other programming service; and (ii) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service and any service determined in the future to be a Cable Service in accordance with applicable law. Cable Service shall not include cable modem services unless a court of competent jurisdiction or a regulatory body of appropriate jurisdiction makes a final ruling that such cable modem service is legally deemed to constitute a Cable Service.
- 3.6. Cable System or System shall mean a facility consisting of a set of closed transmission paths and association 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 as defined in the Cable Act.
- 3.7. Complaint shall mean any notice by a Subscriber to Grantee relating to a problem with its cable service, including but not limited to a billing dispute, problem with picture quality, delivery problems, or with equipment supplied by Grantee which is not resolved during the initial telephone or service call or within a reasonable time subsequent thereto.
- 3.8. Effective Date means the date of acceptance by Grantee as recorded on the signature page.

- 3.9. Expanded Basic Service means analog service tier above Basic Tier that includes satellite programming services that is currently marketed as the satellite tier. Should Grantee change the term "Expanded Basic Service" for marketing or other reasons during the term of this contract, it shall report such name change to Grantor. In no event shall the offerings under Expanded Basic Service include premium or pay-per-view services, as defined in Section 3.17.
- 3.10. FCC means the Federal Communications Commission, its designee, or any successor thereto.
- 3.11. Franchise or Franchise Agreement means the franchise granted herein.
- 3.12. Franchise Fee means the payments to be made to the Franchise Authority as consideration for the renewal franchise granted herein which shall have the meaning set forth in Section 622(g) of the Cable Act. In addition, the Franchise Fee shall not include any fee imposed under Title 17, United States Code, or any charge incidental to the awarding or enforcing or renewal of the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification penalties or liquidated damages.
- 3.13. Grantee means a cable operator authorized to operate a cable system pursuant to the Cable Act – FrontierVision Operating Partners, L.P. d/b/a Adelphia Cable Communications in this Agreement.
- 3.14. Grantor or Franchise Authority means a government entity empowered by the Cable Act to grant a franchise – the Town of Hanover, New Hampshire, in this Agreement.
- 3.15. Gross Revenues shall mean all revenues derived from the operation of the System for the provision of Cable Service within the franchise area by Grantee from Subscribers from the Basic Service Tier of programming and for any optional tier of programming service (including premium and pay-per-view services), all commercial Subscriber revenues, installation charges, disconnection and reconnection charges, downgrade, upgrade and any similar fees, revenues from advertising sales less agency fees, and converter and remote control rentals, leases or sales. Gross Revenues shall not include that share of fees remitted to suppliers from programming services, deposits, refunds and credits made to subscribers, bad debt, revenue from Subscribers designated by Grantee as payment of its franchise fee obligation, home shopping revenues, or any taxes imposed on the services furnished by Grantee herein which are imposed directly on the Subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit.
- 3.16. Person means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
- 3.17. Premium or Pay Per View (PPV) Services are programming services delivered for a fee or charge to Subscribers on a per-channel or per-program basis, in addition to the fee or charge for the basic programming service.
- 3.18. Signal means any transmission of radio frequency energy or of optical information.

- 3.19. Street means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive and any public easement or right-of-way on, over or under any private way or road, that is now or hereafter held by the Grantor which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.
- 3.20. Subscriber means any person or entity who lawfully subscribes to any Cable Service whether or not a fee is paid for such Cable Service.
- 3.21. Transfer means the disposal by the Grantee by assignment, sale, merger, consolidation or otherwise of the ownership or control of the Cable System or the Franchise granted herein to a person or a group of persons acting in concert, as described in Section 16.

SECTION 4. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 4.1. Grant of Franchise. Pursuant to RSA 53-C and the Cable Act, the Grantor hereby grants to Grantee the non-exclusive right to construct, operate and maintain in, on, along, across, above, over and under the Streets, alleys, lanes and public places of the Grantor, the poles, wires, cables, underground conduits, manholes and other facilities necessary for the maintenance and operation of a Cable System throughout the entire territorial area of the Grantor to provide Cable Service and other communications and information services. This Franchise and the parties thereto shall comply with RSA 53-C and the Cable Act as well as all rules and regulations of the FCC during the period for which this Franchise Agreement is granted. Grantee shall also comply with all generally applicable ordinances enacted by Grantor pursuant to its police powers. The Town specifically reserves all authority to manage, regulate and control the public right-of-way, as such authority relates to the provisions of telecommunications services, including but not limited to the authority granted it under RSA 231:160 *et. seq.*, provided that the exercise of such authority does not conflict with the rights granted herein or with the rights of the Franchisee under federal and state law.
- 4.2. Level Playing Field. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity providing cable television services shall be governed by the provisions of (a) NH RSA 53-C:3-b, as it may be amended, to the extent that it is applicable, and subject at all times to federal laws governing cable systems, and (b) applicable federal laws and regulations of the FCC. Subject to federal law, the provisions of NH RSA 53-C:3-b shall be applicable to terms and conditions of any additional franchise granted by Grantor during the term of this Agreement, including, but not limited to, PEG obligations, duration of term, line extensions of the cable system and franchise fees.
- 4.3. Acceptance; Effective Date; Franchise Term. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. The Franchise shall continue in full force and effect for a period of ten (10) years from such effective date.

- 4.4. Area Covered. This Franchise is granted for the entire territorial limits of the Grantor ("Franchise Area"). Grantee upon request will make service available to all residences within the territorial limits of the Grantor and any annexed territory in the event that (1) such existing or annexed territory has a density of at least twenty (20) homes per linear strand mile of cable as measured from existing cable system plant; and (2) any such residence requesting service can be provided with service by a standard installation which will be no more than two hundred (200) feet from the existing distribution system ("Standard Installation"). In the event that the above described density requirements cannot be met, then, in the alternative, Grantee shall make service available if there are fifteen (15) homes per linear strand mile, as measured from existing cable system plant, provided that all of such homes will contract with Grantee for the provision of one (1) year of Expanded Basic Service. To evidence the contractual commitment, Grantee may request that Subscribers pre-pay up to three (3) months of monthly fees for Expanded Basic Service. The protocol for executing the alternative density formula described above is set forth in Exhibit D.
- 4.5. Extension Cost Contribution Formula. In areas within the territorial limits of Grantor with a density of less than twenty (20) homes per mile as measured from Grantee's existing distribution system or where there are less than fifteen (15) homes per mile who are willing to enter a contractual commitment as described below, Grantee shall offer a cost-sharing arrangement with residents requesting service. A home will be counted for this purpose if its lot fronts a street and the home is no more than two hundred (200) feet from such street. The cost-sharing arrangement shall consist of the following:
- a. Upon the request of an individual desiring service, Grantee shall prepare, at its cost, an engineering survey and cost analysis to determine the cost of the line extension required to provide service to the individual(s) from the closest point on the existing Cable System. The estimate will be provided to the individual(s) and Grantee will require the individual(s) to pay its share of the costs of that construction before commencing construction.
 - b. The cost of construction shall be allocated based on the following formula: if a request for extension of service into a residential area requires the construction of cable plant which does not pass at least twenty (20) homes per mile, Grantee and the individuals requesting service will each bear their proportionate share of construction costs. For example, if there are fifteen (15) homes per mile, Grantee's share will equal $15/20$, or 75%, of the construction cost. The remaining cost will be shared equally by each individual requesting service. This line extension formula shall also be applied to a portion of a mile meeting proportionate density requirements.
- 4.6. Standard Installation. A standard installation is an aerial or underground installation that is within two hundred feet (200') of Grantee's nearest existing distribution plant. A standard underground installation, however, shall be subject to a different installation charge than a standard aerial installation.
- 4.7. Attachment to Poles.
- a. Pursuant to RSA 231:161, permission is hereby granted to the Grantee 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 Grantee secures permission and consent of the public utility companies to affix the cables and/or wires to their pole facilities. Grantee may erect its own poles and install its own conduit, with approval of the location of such installation by the Franchise Authority, which approval shall not be unreasonably withheld. The Grantor grants Grantee 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 Grantor to determine the location of all installations. All poles and conduit installed within the Franchise Area, as defined herein, shall be made available for attachment or use by Grantee, at just and reasonable rates applied to public utilities under the formula presently established by 47 U.S.C. Section 224. All lines, cables and distribution structures and equipment, including poles and towers, installed by Grantee shall be located so as not to interfere with the proper use of Streets and to cause minimum interference with the rights of property owners who abut said Streets.

- b. In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of this Agreement all such utility lines are required by a generally applicable local ordinance pursuant to Grantor's police powers to be relocated aerially or underground, Grantee shall similarly relocate its Cable System. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be equally shared by all affected companies. In the event that any telephone or electric utility companies are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utility companies.
- c. Grantee's drops shall be located underground at the request of the property owner, provided the excess cost over aerial cost for such drops shall be borne by the property owner making the request. All drops which are intended to be underground shall be buried within thirty (30) days of placement, weather and ground conditions permitting.

SECTION 5. CABLE COMMUNICATIONS SYSTEM.

5.1. System Maintenance.

- (a) Grantee shall maintain a Cable System with a capacity of at least 750 MHz, including digital capacity. The System shall also have two-way capabilities.
- (b) Maintenance. Grantee agrees to comply with the terms set forth in this Franchise governing construction and technical requirements for maintenance of the Cable System, in addition to any other requirements specified by this Franchise and any applicable law which is generally applicable to all entities involved in construction in the Grantor's rights of way.

- 5.2. Technical Standards. The System shall be designed, constructed and operated so as to meet those technical standards promulgated by the FCC relating to Cable Systems contained in subpart K of part 76 of the FCC's rules and regulations as may, from time to time, be amended.

- 5.3. Emergency Alert System. Grantee will comply with the FCC's Emergency Alert System requirements throughout the Term of this Franchise.

SECTION 6. CONSTRUCTION PROVISIONS.

6.1. Construction Standards.

- a. All installation of electronic equipment shall be durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code as amended.
- b. Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other generally applicable state or local laws, codes and regulations.
- c. Grantee's plant and equipment for the provision of Cable Service, including, but not limited to, the antenna site, headend and distribution system shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices which are standard in the cable television industry and which practices shall include the avoidance of damage to trees, structures and improvements in the area where the Cable Service is installed.
- d. Grantee shall employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public. Grantee shall keep at all times the Cable System in a safe and suitable condition and in good order and repair.
- e. Upon written notice from the Grantor, the Grantee shall remedy a general deficiency with respect to the technical standards described herein within thirty (30) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Grantor when the deficiency has been corrected.

6.2. Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street, or public property or public easement within the community. Grantee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in the community, provided such codes apply to all other similarly situated entities. Grantee will give reasonable notice to town residents of construction activity.

6.3. Repair of Streets and Property. Any and all Streets, public property or private property which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the system shall be repaired by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's construction.

Repairs performed under this section shall be done as soon as practicable. If Grantee fails to perform the repairs within a reasonable time, and if Grantee fails to respond to a written request to do so, then Grantor may perform the repairs and the costs of repair shall be paid by the Grantee upon demand of the Grantor. If any repairs need to be made immediately to resolve an emergency situation which presents a threat to public safety, Grantor shall make a written request to Grantee to make such repairs, and, if Grantee fails to make such repairs immediately, then Grantor may perform the repairs, and, upon request of Grantor, the reasonable costs of such repairs shall be paid for by Grantee. If Grantee fails to pay costs of any repairs within sixty (60) days after receipt of the statement of costs, then Grantor, at its option, may draw upon the performance bond required by this Agreement to recover any costs incurred pursuant to this section.

- 6.4. Use of Existing Poles. Grantee shall not erect, for any reason, any pole on or along any street in an existing aerial utility system without the advance written approval of the Grantor, which approval shall not be unreasonably withheld. Grantee shall exercise its best efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.
- 6.5. Reservation of Street Rights.
- a. Nothing in this Franchise shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
 - b. All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
 - c. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street or any other public improvement, thirty (30) days notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee so that the same shall not interfere with the said public work of the Grantor, and such removal or replacement shall be at the expense of Grantee herein. Should, however, any utility company or other entity be reimbursed for relocation of its facilities as part of the same work that requires Grantee to remove its facilities, Grantee shall be reimbursed upon the same terms and conditions as such utilities or other entities.
- 6.6. Reasonable Care. Nothing contained in this Franchise shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, regarding, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

- 6.7. Trimming of Trees. Grantee shall have the authority to trim trees upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided, however, all trimming shall be done at the expense of Grantee and all work will be done in accordance with any applicable state law and any Town ordinances and regulations.
- 6.8. Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Grantor, upon two (2) weeks notice by the Grantor to Grantee, Grantee shall move, at the expense of the person requesting the temporary removal, such of his facilities as may be required to facilitate such movements. Grantee reserves its right to request that such expenses be paid in advance. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities results in temporary service disruptions.
- 6.9. Residential Wiring. Exterior wiring on a residence shall be installed as unobtrusively as possible; installations shall be performed pursuant to applicable electrical codes.
- 6.10. Auxiliary Power. The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of twenty-four (24) hours upon failure of the power furnished by the electric utility company, unless for reasons of force majeure.

SECTION 7. SERVICE PROVISIONS.

- 7.1. Programming Decisions. Grantee will provide broad categories of programming services in accordance with the Cable Act. Grantee will notify the Subscribers of any changes in programming services or channel positions as soon as practicable in writing. Notice will be given to Subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of Grantee.
- 7.2. Cable Service Connections to Schools and Grantor Facilities.
- a. Cable Service: Grantee, upon written request of the Grantor will provide and maintain, at Grantee's sole expense, one (1) connection for Basic Service to each elementary and secondary public school, library, and all Grantor municipal facilities within the geographical limits of the Town which is located within two hundred (200) feet of Grantee's distribution plant and listed in Exhibit A and in addition any such qualifying buildings constructed or relocated during the term of this Agreement, within six (6) months of written notification to Grantee by Grantor. Grantee will bring its connection to a specified exterior demarcation point mutually agreed upon by Grantee and such institution. Upon request, Grantee agrees to provide to the Town additional cable service accounts to these locations at prevailing rates.
- b. Cable Modem Service Connections: Grantee agrees to provide, at Grantee's sole expense, one (1) free high-speed cable modem connection to the public schools and libraries listed on Exhibit B and to any such qualifying schools or libraries

relocated or constructed during the term of this Agreement, within six (6) months of written notification to Grantee by Grantor.

- 7.3. PEG Access Channels. Grantee will comply with the PEG Access requirements set forth on Exhibit C.

SECTION 8. CONSUMER PROTECTION AND RIGHTS OF INDIVIDUALS.

- 8.1. Customer Service Standards. Grantee will comply with the customer service standards promulgated by the FCC for the provision of Cable Service in accordance with the Cable Act for as long as such standards are in effect.

Grantee shall maintain on file with the Grantor at all times a current schedule of all rates and charges.

Any changes in price for Cable Service, equipment and installation will be in conformance with the Cable Act and FCC rules and regulations, and any applicable laws or regulations currently or hereinafter applicable. Grantee shall have the right, to the extent granted by applicable state law, the Cable Act and FCC rules and regulations, to regulate rates, equipment, installation and service charges to Subscribers.

Grantee will provide written notice to Subscribers of any increase in the price to be charged for the Basic Service Tier or associated equipment at least thirty (30) days before any proposed increase is effective. Grantee may provide such notice using any reasonable written means at its sole discretion. If the Franchise Authority is certified to regulate basic service rates, it may review the proposed rate increase pursuant to applicable FCC rules and regulations, as amended.

Grantee shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any federal agency, state, or franchising authority on the transaction between the operator and the Subscriber.

In the event that service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours and the Subscriber notifies Grantee of such interrupted service, Grantee will provide such Subscriber a pro rata credit or rebate.

8.2. Subscriber Connection.

- a. The Grantee shall, within fifteen (15) days of a written request by the occupant of a home, connect the Cable System to a home at standard installation charges if the home is within two hundred (200) aerial feet of the nearest cable plant and only if the home is properly internally wired to meet the Grantee's specifications to prevent signal leakage.
- b. Grantee shall complete construction of any such Subscriber connections within fifteen (15) days of either a written request for such connection by the occupant or owner of the home or within fifteen (15) 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 in writing by the Grantor, Grantee shall provide a written report to the Town completely explaining its failure to meet the time frame stated herein.

- c. The Grantee shall respond to all requests for aerial installation(s) within fifteen (15) days of such request, or at such other time as is mutually agreed upon by the Grantee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Grantee shall specify in advance whether such will occur in the morning or afternoon, and a narrow interval, if possible, within the morning and afternoon time frame, and the Grantee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays). If Grantee does not make the installation within the designated time frame, it shall be considered a missed visit absent obtaining the Subscriber's permission to reschedule.

8.3. Subscriber Complaint Practices.

- a. Grantee shall maintain a conveniently located office, which shall be open during normal business hours and shall maintain a publicly listed toll-free telephone number. Grantee shall maintain adequate telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries. Grantee shall follow all applicable federal and state regulations in responding to complaints by customers.

At times other than normal business hours throughout the entire term of this Franchise, and in the event Grantee does not maintain a customer service center that can respond to Subscriber inquiries 24 hours a day, 7 days a week, the Grantee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other Subscriber information. All such after-hours calls shall be logged by the Grantee. Said answering service shall (i) forward all inquiries and/or complaints to the Grantee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Grantee's Customer Service Department for response. If requested by the Subscriber, the Grantee shall, to the extent practicable, promptly contact each individual Subscriber on the next business day following the call to follow up on their individual problem and/or inquiry.

A Subscriber complaint or request for service received after normal business hours shall be responded to the next business day; Grantee shall make all reasonable efforts to respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible.

The Grantee shall ensure that there are stand-by technicians on call at all times after normal business hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of complaint calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

System outages shall be responded to within twenty-four (24) hours by technical personnel. A serious system malfunction will be serviced as soon as possible after its discovery. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Grantee has reason to know of such an outage.

Adelphia shall provide the Town with the name, number, and location of a local Adelphia employee.

- b. Grantee will notify Subscribers of the location of any customer service office and payment center and telephone numbers on an annual basis.
 - c. Grantee shall render efficient Cable Service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Wherever possible, Grantee shall limit service interruptions to between the hours of midnight and 5:00 a.m. Where Grantee has plans to interrupt service to make repairs and/or perform other scheduled maintenance, Grantee shall provide one (1) week's prior notice to the Town, via written communication, and Subscribers, by publishing such notice on the Adelphia message board.
- 8.4. Parental Control Option. Grantee shall provide parental control devices, at reasonable cost, to Subscribers who wish to be able to prevent certain Cable Services from entering the Subscriber's home.
- 8.5. Rights of Individuals Protected.
- a. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers on the basis of race, color, religion, national origin, sex, or age. Grantee shall comply at all times with all other applicable federal and state laws relating to nondiscrimination.
 - b. Subscriber Privacy. Grantee shall comply with all privacy provisions of the Cable Act, as amended. Grantor and Grantee shall continually review this Section to determine that it effectively addresses appropriate concerns about privacy. This Section may be amended periodically by agreement of the Grantor and Grantee in accordance with the provisions of Sections 17.5 and 17.13.
- 8.6. Business Practice Standards. At the time of entering into an agreement to provide any Cable Service to a Subscriber, and annually thereafter to all Subscribers, the Grantee shall provide the Franchise Authority and all of its Subscribers with the following information:
- a. Notification of its billing practices;
 - b. Notification of services, rates and charges;
 - c. Equipment notification;
 - d. Advance billing, issuance of bills;

- e. Billing due dates, delinquency, late charges and termination of service;
- f. Charges for disconnection or downgrading of service;
- g. Billing disputes;
- h. Service interruptions; and
- i. Location of office or payment center and telephone number.

SECTION 9. FRANCHISE FEE.

- 9.1. Franchise Fee. Grantee shall pay to the Grantor a Franchise Fee equal to five percent (5%) of the Grantee's Gross Revenues, as herein defined.
- 9.2. Due Date. Payments due the Grantor under this provision shall be computed semi-annually and shall be due and payable semi-annually within forty-five (45) days of the end of each half of the fiscal year of Grantee. Franchise Fee payments will be accompanied by a statement of Gross Revenues, categorized by type, prepared by an authorized financial representative of the Grantee.
- 9.3. Past Due Franchise Fee. Any non-disputed Franchise Fee which is past due and which is not received within five (5) business days of receipt of a notice from the Grantor shall bear interest at the rate of one percent (1%) per month computed from the original due date until paid; provided, however, that if the foregoing rate is in excess of the maximum permitted by law in the jurisdiction where such debt accrues, then such interest rate shall be adjusted downwards to the maximum rate permitted by applicable law.
- 9.4. Right to Audit. The Grantor will have the right, upon thirty (30) days prior written notice, to conduct an independent audit during normal business hours of Grantee's books and records directly related to the Franchise Fee to verify Gross Revenues, in accordance with Generally Accepted Accounting Practice ("GAAP"). Auditing of books and records by the Grantor pursuant to the terms of this Agreement shall be performed by a representative of Grantor whose profession binds him/her to an ethical code (e.g., CPA or attorney). Any underpayment of Franchise Fee per the audit will be paid within sixty (60) days of written notice to Grantee by Grantor. Any underpayment will include interest noted above from the original due date.
- 9.5. Reimbursement of Audit Costs. If such an audit indicates a Franchise Fee underpayment of five percent (5%) or more, on an annual basis, Grantee will assume all reasonable costs of such an audit. If the Grantor requires Grantee to conduct an audit, or the Grantor conducts its own audit, and the results of such an audit have become final, as agreed to in writing by both parties, and the agreed to amount of the underpayment has been paid to the Grantor, under the provisions of this Agreement, there shall be an accord and satisfaction with respect to the period subject to the audit. Moreover, there shall be an accord and satisfaction with respect to any payment not subject to audit within three (3) years following the close of the fiscal year to which such payment relates, unless there is subsequent evidence that Grantee has engaged in fraud or has improperly withheld relevant records which relate to such payments.

- 9.6. Acceptance of Fees. Acceptance of the payment of Franchise Fees which are made in the normal course of business shall not be construed as an agreement by Grantor that the amount paid is in fact correct; however, if Grantor knows or reasonably should know that a payment is incorrect, it must challenge such payment within three (3) years of the close of the fiscal year.

SECTION 10. ANNUAL REVIEW.

- 10.1. Upon request of Grantor, Grantee shall meet with Grantor on an annual basis to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting Grantee shall submit a completed form for annual reports as set forth in Exhibit F. Additionally, and not later than thirty (30) days prior to review, either party may submit a list of items to be reviewed, which may include, but is not limited to, a requirement that Grantee provide Grantor with a current schedule of all rates and charges, a copy of the most recent financial information distributed as a report to stockholders of Grantee, plans for location of cable plant to be constructed, and a list of anticipated programming changes.
- 10.2. Upon request, Grantee shall make available for inspection during normal business hours any applicable records kept pursuant to FCC rules and regulations regarding technical standards.

SECTION 11. INSURANCE.

Grantee will maintain in full force and effect for the term of the Franchise, at Grantee's expense, insurance policies with the Grantor as an additional insured, written by a company authorized to do business in the State of New Hampshire, protecting the Grantor against liability for loss, personal injury or property damage occasioned by the operation of the Cable System by Grantee. The insurance to be maintained is as follows: (a) a commercial general liability policy, including automobile coverage, in the amount of One Million Dollars (\$1,000,000) as to any one occurrence; (b) third party liability claims insurance in the amount of One Million Dollars (\$1,000,000), including property damage and bodily injury coverage; and (c) excess liability coverage in the amount of Two Million Dollars (\$2,000,000). Such insurance policies shall not be modified or cancelled without thirty (30) days advance notice to Grantor. Grantee will also maintain Worker's Compensation coverage throughout the term of this Franchise as required by law. Evidence in the form of a certificate of insurance will be provided to the Grantor within sixty (60) days of execution of this Agreement and upon request thereafter.

SECTION 12. INDEMNIFICATION.

- 12.1. Grantee will indemnify the Grantor and will pay all damages and penalties, including reasonable attorneys' fees imposed upon the Grantor, which the Grantor may legally be required to pay which result from any negligence by Grantee in the operation of the Cable System throughout the territorial area of the Grantor. The Grantor shall give Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the Grantor shall tender the defense thereof to Grantee and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. The cost of defending or otherwise resolving the

claim shall be borne solely by Grantee. If Grantor determines in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent Grantor.

- 12.2. Grantee will not be required to indemnify the Grantor for the negligent acts of the Grantor or its officials, boards, commissions, agents or employees.

SECTION 13. PERFORMANCE BOND.

- 13.1. Performance Bond. Grantee shall obtain and at all times maintain, during the entire term of this Franchise, a performance bond from a company authorized to do business in the State of New Hampshire in the amount of Twenty Five Thousand Dollars (\$25,000). Evidence of the performance bond will be supplied to Grantor within sixty (60) days of the execution of this Agreement, and if Grantor draws upon any amount of the bond as set forth below, Grantee shall provide evidence to Grantor within sixty (60) days of such draw that the amount of the bond has been restored to the full amount of Twenty Five Thousand Dollars (\$25,000). The performance bond shall guarantee (a) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with this Franchise; (b) the satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise; and (c) the satisfactory payment of any liquidated damages assessed under Section 13.3.
- 13.2. Draw Upon the Performance Bond. Subsequent to providing notice and an opportunity to cure the underlying violation pursuant to the provision stated in Section 14.1 herein, the Grantor may draw upon this bond for the purpose of curing any deficiency or breach by Grantee of the terms stated in Section 13.1(a), (b) or (c), and any other penalties that Grantor may be entitled to recover under state or federal law, if any. Grantor may also recover the reasonable attorneys' fees, if any, required to draw upon the performance bond. The right to draw upon this bond under Section 13.1(a), (b) or (c) referenced above shall not in any way impede or impair the right of Grantee to appeal the basis for such action, except as follows: In the event that Grantor draws on the bond to satisfy an assessment of liquidated damages under Section 13.3, Grantee shall have the right to appeal only after payment has already been made under the bond to Grantor. In addition, in the event Grantor assesses liquidated damages directly to Grantee pursuant to Section 13.3, and in the event that Grantee fails to make payment to Grantor of such damages within ten (10) business days of receipt of the assessment, notice of which shall be provided in accordance with Section 17.11, then Grantor may draw upon this bond to satisfy payment of the assessed liquidated damages. Nothing herein shall be deemed to permit the Grantor to collect more than the sums that it is due. The Grantor may not recover these sums from multiple parties.
- 13.3. Liquidated Damages. Because Grantee's failure to comply with provisions of this Agreement will result in injury to the Grantor and because it will be difficult to measure the extent of such injury, the Grantor may assess liquidated damages directly against the Grantee in the following amounts, provided Grantee has had an opportunity to cure in accordance with Section 14.1. Such damages shall not be a substitute for specific performance by Grantee, or any other remedy that Grantor may have pursuant to applicable state and federal law, but shall be in addition to such performance. Damages shall be assessed from the date of notice of violation as referenced in Section 14.1, if not cured in accordance with Section 14.1.

- a. For failure to comply with transfer provisions as specified in Section 17.2: \$250 per day for each day the violation continues;
 - b. For failure to carry all the insurance required in Section 11: \$100 per day for each day the violation continues;
 - c. For failure to maintain a performance bond required in Section 13: \$100 per day for each day the violation continues;
 - d. For failure to comply with any material term of this Agreement: \$100 per day for each day the violation continues.
- 13.4. Forfeit of Performance Bond. The total amount of the bond shall be forfeited in favor of the Grantor in the event Grantee abandons the Cable System or any part thereof at any time and/or is not providing service at any time during the term of the Franchise for a period of six (6) months with no written statement of an intention to return.
- 13.5. Recourse to Other Enforcement Mechanisms. The decision to assess liquidated damages, or to draw upon the performance bond for payment of the issues set forth in Section 13.1, shall be at the sole discretion of the Grantor. The pursuit of these remedies are without prejudice to the right of Grantor, at its sole discretion, to institute revocation proceedings under Section 14.2 or to pursue any and all legal or equitable remedies available to it, including, but not limited to, an action for injunctive relief for specific performance and any other remedy that Grantor may have pursuant to applicable state and federal law.

SECTION 14. VIOLATIONS AND REVOCATION.

- 14.1. Franchise Violations. Whenever the Grantor believes that Grantee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to either correct the violation or, if the violation cannot be corrected within the thirty (30) day period, to have commenced and be diligently pursuing corrective action. Grantee may, within ten (10) business days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the Grantor shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.
- a. The Grantor shall hear Grantee's dispute at a regularly or specially scheduled meeting. Grantor and Grantee shall have the right to subpoena and cross-examine witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination.
 - b. If after hearing the dispute the claim is upheld by the Grantor, Grantee shall have thirty (30) business days from such a determination to remedy the violation or failure.

- c. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Grantee commences the corrective action within the thirty (30) day period and thereafter uses reasonable diligence to correct the violation. Notwithstanding the above provisions, neither Grantor nor Grantee waives any of their rights under federal or state law or regulation.
- 14.2. Franchise Revocation. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto in accordance with the procedures set forth in Section 14.3. and applicable federal law, state law or regulation in the event that Grantee violates a material provision of this Franchise after being notified of such violation and being given time to cure or refute the alleged violation in accordance with Section 14.1. Material provisions shall include, but not be limited to, the transfer or assignment of the Franchise Agreement or control thereof without consent of the Franchise Authority, the failure to maintain a performance bond, or the failure to maintain insurance as described herein.
- 14.3. Revocation Procedures. In the event that the Grantor determines that the Franchise should be revoked as a result of the occurrence of any event in Section 14.2, then the procedures set forth below shall be followed:
- a. A public hearing shall be held and Grantee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Grantee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the written notice.
 - b. If after a public hearing it is determined that Grantee's performance of any of the terms, conditions, obligations, or requirements of the Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified Grantor in writing within thirty (30) days of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.
 - c. If, after a public hearing is held, the Grantor determines there was a violation, breach, failure, refusal or neglect, which is not an event of force majeure or was reasonably foreseeable by Grantee, then the Grantor may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Grantor may fix, such period not to be less than thirty (30) days.
 - d. If the Grantor, after a public hearing is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to the Franchise or any other remedy, legal or equitable. Grantee may continue to operate the system until all legal appeals procedures have been exhausted.

- e. Notwithstanding the above provisions, neither Grantor nor Grantee waives any of their rights under federal or state law or regulation.

SECTION 15. FORECLOSURE, RECEIVERSHIP AND BANKRUPTCY.

- 15.1. Foreclosure. Upon the foreclosure or other judicial sale of the system, Grantee shall notify the Grantor of such fact and such sale shall be treated as a transfer pursuant to the provisions of Section 16.
- 15.2. Bankruptcy. If there shall be filed against Grantee 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 Grantee's property, and if, within one hundred twenty (120) days thereof, Grantee fails to secure a discharge or dismissal thereof, or Grantee shall voluntarily file any such petition or make an assignment for the benefit of creditors, Grantee shall notify Grantor of such fact within five (5) business days of its occurrence. Additionally, if Grantee files a bankruptcy petition, and later converts the petition to another chapter, then Grantee shall notify Grantor of such fact within five (5) days of such occurrence.

SECTION 16. REMOVAL, TRANSFER AND PURCHASE.

16.1. Removal After Revocation.

- a. Upon revocation or a final denial of renewal, after all appeals under the Cable Act, of the Franchise, as provided for herein, the Grantee shall proceed to remove, at Grantee's expense, all or any portion of the System from all streets and public property within the territorial boundaries of the Grantor. In so removing the System, Grantee shall be responsible for any repairs or damages caused by its removal and shall maintain insurance as described in Section 11 during the term of removal.
- b. If Grantee has failed to commence removal of the system, or such part thereof as was designated within thirty (30) days after written notice of the Grantor's demand for removal is given, or if Grantee has failed to complete such removal within ten (10) months after written notice of the Grantor's demand for removal is given, the Grantee may abandon such System to the Grantor or, at the option of Grantor and at Grantee's expense, Grantor may remove or cause to be removed such System and restore the areas to their original condition.

- 16.2. Transfer. Grantee agrees that this Franchise will not be sold, leased, assigned or transferred, nor will title thereto, either legal or equitable, or any right, interest or property therein pass to or vest in any person, firm or corporation without prior written consent of the Grantor, which consent will not be unreasonably withheld, and under such lawful conditions as the Grantor may prescribe and which shall be governed by applicable provisions of the Cable Act. No consent will be required for a transfer in trust, mortgage or other hypothecation as a whole or in part to secure an indebtedness. Further, no such sale, assignment or transfer will be deemed to have taken place if such sale, assignment or transfer is to an entity under common control with Adelphia, between affiliated companies, or between parent and subsidiary corporations. Control shall mean the majority (over fifty percent (50%)) voting control of the Grantee. For the purposes of

this Section 16.2, the word "transfer" shall not include: (i) the sale, lease or assignment of this Franchise pursuant to a pending bankruptcy or receivership proceeding pursuant to the provisions of the Bankruptcy Code to an entity under common "control" with Adelphia, as that term is defined herein, or (ii) the sale, lease or assignment of this Franchise after the Grantee emerges from bankruptcy proceedings to an entity under common "control" with Adelphia, as that term is defined herein.

- 16.3. Franchise Binding. This Franchise shall be binding on successors, assigns, and transferees of Grantee.

SECTION 17. MISCELLANEOUS PROVISIONS.

- 17.1. Compliance with Laws. Grantee and the Grantor shall conform to all state and federal laws and rules regarding Cable Service as they become effective, unless otherwise stated. Grantee shall also conform during the entire term of the Franchise with all generally applicable agreements, resolutions, rules and regulations heretofore or hereafter adopted pursuant to the Grantor's lawful police powers that do not materially impair or abrogate any of the Grantee's contractual rights under this Franchise and that are not preempted by state or federal law.
- 17.2. Severability. If any term, condition or provision of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the Grantor.
- 17.3. 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.
- 17.4. Police Powers. By executing this Agreement, the Grantee acknowledges that its rights are subject to the provisions of RSA 31:39 and of the authority of the Grantor to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Grantee shall comply with the by-laws enacted by the Grantor pursuant to its police powers.
- 17.5. Administration of Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's exercise of its police power in management of its rights of way and its generally applicable regulation of commerce, neither party may take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to the Franchise must be made in writing, signed by Grantee and Grantor, and such amendments and modifications shall be made in compliance with the notice and public hearing requirements of applicable state law.

- 17.6. Franchise Requirement. In accordance with applicable law, from and after the acceptance of the Franchise, the Grantor shall not allow and it shall be unlawful for any person to construct, install or maintain within any Street within the territorial boundaries of the Grantor, or within any other public property of the Grantor, or within any privately owned area within the territorial limits of the Grantor which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the Grantor, or the Grantor's official map or the Grantor's major thoroughfare plan, any equipment or facilities for distributing any Cable Service through a Cable System, unless a Franchise authorizing such use of such street or property or areas has first been obtained.
- 17.7. Reservation of Rights. Acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Grantor hereby acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitution laws and regulations.
- 17.8. Force Majeure. With respect to any provision of this Franchise Agreement, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon Grantee, such violation or noncompliance will be excused where such violation or noncompliance is the result of an inability to secure materials, an act of God, war, civil disturbance, strike or other labor unrest, or any event beyond Grantee's reasonable control or not reasonably foreseeable.
- 17.9. Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Franchise.
- 17.10. Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed for fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 17.11. Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Town of Hanover
 P.O. Box 483
 Hanover, NH 03755

With a copy to: Donahue, Tucker & Ciandella, PLLC
 225 Water Street
 Exeter, NH 03833

If to Grantee: Adelpia Communications Corporation
Attn: Legal Department
200 Minuteman Road, Suite 102
Andover, MA 01810

With a copy to: FrontierVision Operating Partners, L.P.
General Manager
166 Hanover Street
Lebanon, NH 03766

Such addresses and phone numbers may be changed by either party upon notice to the other party given as provided in this section.

- 17.12. Renewal. The renewal process of this Franchise Agreement will be subject to applicable Federal and state law.
- 17.13. Entire Agreement. This Franchise contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements oral or written. This agreement may not be modified except in writing signed by both parties.
- 17.14. Identification. Grantee shall ensure that all of its vehicles, employees, agents and subcontractors are reasonably identified to the general public.
- 17.15. Leased Access Channels. Grantee shall make channel capacity available as required by the Cable Act.
- 17.16. Strand Maps. Within sixty (60) days from a request in writing from the Franchise Authority, the Grantee shall provide to the Town a complete set of strand maps of the Franchise Area, and on which will show the Grantee's cable in those areas in which its facilities exist and the location of all streets, poles and the number of homes passed off each pole. Any such strand maps provided pursuant to this Section 17.16 shall be treated as confidential and proprietary information of the Grantee. Upon reasonable request by the Franchise Authority, Grantee shall provide updated maps.
- 17.17. Delegation. The Franchise Authority may delegate to any Town official, employee, agency or commission the authority to exercise any of the Franchise Authority's rights hereunder which may lawfully be so delegated.

SECTION 18. PUBLICATION.

This Franchise shall be signed by the Board of Selectmen or its designee. The Franchise shall be published in accordance with the requirements of Grantor and state law and shall take effect upon acceptance by Grantee as set forth in Section 4 thereof.

SECTION 19.

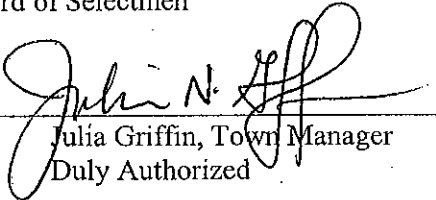
ACCEPTANCE.

Grantor by virtue of the signatures on said Agreement and Grantee by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Agreement, together forming a mutually binding contractual agreement.

Passed and adopted this _____ day of _____, 20

ATTEST:

By: Town of Hanover, New Hampshire
Board of Selectmen

By: 
Julia Griffin, Town Manager
Duly Authorized

Date: December 22, 2004

Accepted by FrontierVision Operating Partners, L.P.
d/b/a Adelphia Cable Communications

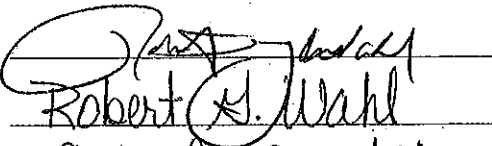
By: 
Name: Robert A. Wahl
Title: Sr. V.P. Operations
Date: December 31, 2004

Exhibit A

Cable Connections to Grantor Schools, Libraries, and Municipal Facilities

Bernice A. Ray School, 26 Reservoir Road, Hanover, NH 03755

Frances C. Richmond Middle School, 41 Lebanon Street, Hanover, NH 03755
(note: Middle School to relocate to 65 Lyme Road in Fall 2005)

Hanover High School, 41 Lebanon Street, Hanover, NH 03755

Howe Library, 13 East South Street, Hanover, NH 03755

Etna Library, 130 Etna Road, Etna, NH 03750

Richard W. Black Recreation and Senior Center, 48 Lebanon Street, Hanover, NH 03755

Hanover Town Hall, 41 South Main Street, Hanover, NH 03755

Hanover Public Safety Building, 46 Lyme Road, Hanover, NH 03755

Hanover Department of Public Works, 194 Lebanon Street, Hanover, NH 03755

Hanover Water Works Company, 41 Grasse Road, Hanover, NH 03755

Hanover Parking Facility, 7 Lebanon Street, Hanover, NH 03755

Hanover Wastewater Treatment Plant, 121 South Main Street, Hanover, NH 03755

Exhibit B

Cable Modem Service Connections

Note: Service locations will be required to sign Adelphia's standard cable modem service agreement.

One (1) free high-speed cable modem connection will be provided to the following public schools and libraries:

Bernice A. Ray School
26 Reservoir Road
Hanover, NH 03755

Frances C. Richmond Middle School
41 Lebanon Street
Hanover, NH 03755
(note: Middle School to relocate to 65 Lyme Road in Fall 2005)

Hanover High School
41 Lebanon Street
Hanover, NH 03755

Howe Library
13 East South Street
Hanover, NH 03755

Etna Library
130 Etna Road
Etna, NH 03750

Exhibit C

PEG Access

Channels. Grantee agrees to continue to provide to the Grantor throughout the term of this franchise two (2) PEG Access channels for use by the Grantor.

If the initial two (2) PEG channels are in use for original programming only, (which excludes, without limitation, character generated programming and repeats) during 80% of the time available on weekdays between the hours of 7 AM and Midnight for six (6) consecutive weeks, Grantee will provide one (1) additional PEG channel within six (6) months from a request by the Grantor if (a) there is evidence of a demand for PEG use of an additional channel and if (b) the provision of an additional channel will not require Grantee to add capacity to the cable system nor violate agreements with respect to channel use then in effect. The Grantor will provide Grantee with reasonable documentation of such utilization and increased demand.

If a PEG Access Channel location change is necessary, Grantee shall (i) notify the Grantor in writing of such change sixty (60) days in advance, subject to must carry and retransmission agreement restrictions; and (ii) assist the Grantor in advertising and promoting any new channel locations.

Non-Commercial. An Access channel is a channel made available to Grantor by Grantee for the purpose of cablecasting non-commercial programming by Grantor's residents and its administration and educational institutions. The Grantor agrees not to use the access channels to provide commercial or revenue-generating services or services that may compete, directly or indirectly, with services provided by Grantee, provided, however, that Grantor may cablecast acknowledgments of funding sources and the underwriting of programming costs.

PEG Access Equipment/Capital Funding: Grantee agrees to provide capital funding in the amount of \$6,000 to purchase and own cameras and such other equipment necessary to allow Grantor to produce educational and government related programming. Such funds shall be made available to Grantor ninety (90) days after the Effective Date. Grantee reserves the right to include within the rate and/or pass through to Subscribers the capital funding described herein.

Origination Locations: Grantee agrees to continue to provide throughout the term of this Franchise the four (4) origination locations in existence at the time of execution of the Franchise, specifically:

Hanover High School, Hanover Town Hall, North Fairbanks Hall at Dartmouth College and Howe Library

Grantee further agrees that, should any of the above buildings be re-located during the term of the agreement, Grantee shall provide an origination point at the new location(s), so long as the relocation is economically and technically feasible.

Upon written request of the Grantor, the Grantee shall construct three (3) additional origination points for the purpose of transmitting live PEG Access Programming onto a PEG Access Channel. The sites for the additional origination locations are, as of the Effective Date, anticipated to be 1) Bernice A. Ray School; 2) , Frances C. Richmond Middle School; and 3) the Richard W. Black Recreation & Senior Center. The Grantor may substitute a different site for origination capability in the event it determines that another site would be

more beneficial to the Town, so long as such substitute site is of comparable cost and is economically and technically feasible.

Grantee shall construct each additional origination location within six (6) months of Grantor's written request. Grantee agrees not to include within the rate and/or pass through to Subscribers the costs associated with such additional origination locations.

Exhibit D

Procedure for Alternative Density Formula for Homes with One Year Contractual Commitment to Expanded Basic Service

Protocol to Execute Alternative Density Formula

- (1) A potential customer shall contact Grantee to request service. Within five (5) business days of the contact, Grantee shall advise the potential customer that he meets the standard density requirements, or in the alternative, that fourteen (14) other customers per linear strand mile must request service before installation can be made.
- (2) On or about the date when the potential customer contacts Grantee, Grantee shall contact in writing the Grantor to request the names and addresses of homes adjacent to the potential customer. Grantor shall immediately make available for inspection and copying such names and addresses.
- (3) Once Grantor makes such information available for inspection and copying, then Grantee shall within five (5) days mail an invitation to all individuals named, asking whether they wish to receive cable service, and if so to respond within twenty (20) days of the date of the invitation.
- (4) At the end of the twenty (20) days, Grantee shall advise the (original) potential customer whether or not nine additional potential customers have expressed interest in receiving cable service, and if less than 14 people responded, what options for service are available for the (original) potential customer.

Exhibit E

Rates for Installations in Excess of 200 Feet From Existing Distribution Plant

Installation Cost Schedule

This installation cost schedule will be used for all Subscriber installations that are beyond the 200 foot standard drop as defined in Section 4.6. A copy of the cost schedule shall be provided to the Subscriber when the request for installation is made.

Installation Cost Schedule:

From 201 feet to 600 feet	\$1.00 per foot
From 601 feet to 1000 feet	\$2.00 per foot
Greater than 1000 feet	Per written time & material cost estimate.

Installation Cost Schedule pertains to aerial installations only. For underground installations, Subscriber must provide either a buried 3 inch schedule 40 conduit for CATV use only or an open trench that is a minimum 12 inches in depth, then above per foot charges will apply.

In situations where no conduit or open trench is provided, customer will pay for the burial cost per a written time & material cost estimate to be provided in advance.

If actual costs for any installations are less than the cost schedule or written estimates set forth above, then the actual costs will be charged to the Subscriber.

Installation cost includes primary CATV outlet and one additional CATV outlet. Additional CATV outlets will be charged per Grantee's published rates in effect at the time.

The above costs can be modified by Grantee on an annual basis. Modified prices must be sent in writing to Grantor at least thirty (30) days in advance of the effective date.

Exhibit F

Form for Annual Reports

Location of and hours of Payment Center (if applicable):

Location of and hours of Customer Service Office

Customer Service Telephone Number:

Location of Headend (Reception Facility)

Miles of Cable Plant in Hanover:

Number of Hanover Subscribers:

System Reliability Operating Percentage:

Customer Service Statistics:

a) Number of reports of system outages and response time for such outages;

b) Copy of written complaints and brief description re: resolution of such complaints

Number of Hanover Subscribers Utilizing Cable Modem Services:

Revenues Generated from Cable Modem Services:

Franchise Fee Paid: \$ _____

Contact Person to Service Unresolved Customer Complaints:

COPY

RESOLUTION NO. 05-3

CONSENT TO ASSIGNMENT AND CHANGE OF CONTROL

WHEREAS, a cable television franchise has been granted by the Town of Hanover, NH ("Franchise Authority") to an entity ("Franchisee") that is an indirect subsidiary of Adelphia Communications Corporation ("Adelphia"); and

WHEREAS, Adelphia is currently in Chapter 11 bankruptcy proceedings; and

WHEREAS, pursuant to an Asset Purchase Agreement dated April 20, 2005 between Adelphia and Time Warner NY Cable LLC ("TWNY"), the right to purchase the Franchisee cable system will be assigned by TWNY to a wholly owned subsidiary of TWNY, Cable Holdco Exchange III LLC, which will purchase the cable system and franchise (the "Adelphia Transaction"); and

WHEREAS, pursuant to an Exchange Agreement dated April 20, 2005 between Time Warner Cable Inc. and Comcast Corporation ("Comcast"), 100% of the equity securities in the Comcast subsidiary C-Native Exchange I, LLC will be exchanged for 100 percent of the equity securities of Cable Holdco Exchange III LLC whereby that entity will become a 100 percent indirect subsidiary of Comcast (the "Exchange Transaction"); and

WHEREAS, upon closing of the Adelphia Transaction and the Exchange Transaction, Cable Holdco Exchange I, LLC expressly agrees to assume all of Franchisee's obligations under the Franchise as negotiated; and

WHEREAS, Franchise Authority has concluded its approval is necessary for the above described Adelphia Transaction and Exchange Transaction and has been provided an FCC Form 394 and related information for such Transactions; and

WHEREAS, the Franchise Authority is willing to consent to the Adelphia Transaction and the Exchange Transaction described above, subject to the terms and conditions set forth herein.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

SECTION 1. The foregoing recitals are approved and incorporated herein by reference.

SECTION 2. The Franchise Authority reserves all rights not expressly granted in this Resolution and waives none of its rights with respect to Franchisee's compliance with the requirements set forth in the Franchise.

SECTION 3. Upon the closing of the above described transactions, Cable Holdco Exchange III, LLC shall assume the obligations under the Franchise.

SECTION 4. The Franchise Authority consents to the Adelphia Transaction described herein.


SECTION 5. The Franchise Authority consents to the Exchange Transaction described herein.

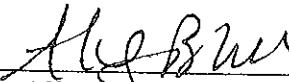
SECTION 6. This Resolution shall be deemed effective upon adoption.

SECTION 7. This Resolution shall have the force of a continuing agreement with the Franchisee and neither the Franchise Authority nor Cable Holdco Exchange III, LLC, as the new Franchisee, shall amend or otherwise alter this Resolution without the consent of the other.

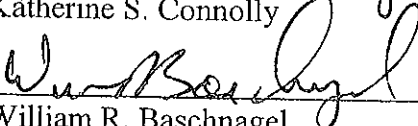
PASSED, ADOPTED AND APPROVED this 26th day of September, 2005.

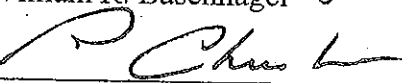
BOARD OF SELECTMEN

By: 
Brian F. Walsh

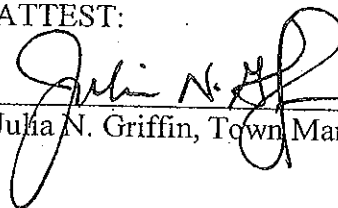
By: 
Allegra B. Lubrano

By: 
Katherine S. Connolly

By: 
William R. Baschnagel

By: 
Peter L. Christie

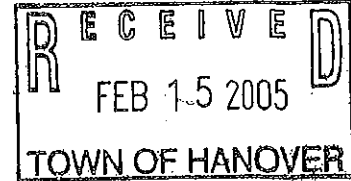
ATTEST:


Julia N. Griffin, Town Manager

539 Charlestown Road
Springfield VT 05156

Phone (802) 885-8530
Fax (802) 885-8590
Internet www.adelphia.net

Adelphia



February 10, 2005

Board of Selectmen
Town of Hanover
41 South Main Street
PO Box 483
Hanover, NH 03755

Re: Memorandum of Understanding

Gentlemen:

This memorandum sets forth Adelphia's agreement on several issues not covered in the cable franchise agreement effective December 31, 2004. We are aware that the topics discussed below are of importance to your community, and it is our intent through this letter to respond to them. The topics are as follows:

(1) Cable Modem Service to Town Hall: Adelphia will commit to providing cable modem service to the Hanover Town Hall and to charge no more than the prevailing residential rate in effect for the residential service. Adelphia will provide such service no later than 15 days after receiving a written request for such service. The current rate is \$42.95 per month plus an additional \$3.00 per month for the rental of a cable modem. The Town will be required to enter into our standard service agreement. If the Town requires a higher level of service, such as a static IP address or Power Link Premier, Adelphia will charge our prevailing rate card fees in existence at the time. Residential rates for Power Link, of course, are subject to change, and as such the residential rate charged to the Town will vary over the course of the agreement, but shall remain at the same rate charged to residential subscribers.

(2) Government Discount Rate: Should Adelphia, in its sole discretion, adopt a government cable modem service rate that is discounted from the residential rate, then such a rate will be offered to the Town of Hanover for any municipal cable modem usage.

(3) Coordination with Planning Board on Future Residential Projects: During the planning stages of a residential project, the developer must be aware of issues associated with the installation of cable service. Therefore, the Planning Board should create, as part of its application forms for subdivisions or site plans, a requirement that the developer contact Adelphia prior to receiving approval from the Planning Board. Once this contact is made pursuant to the application form, then Adelphia will provide cost estimates to the developer and arrange for a cable construction schedule, which will be coordinated with other aspects of the construction schedule for the project. In no event, however, shall Adelphia be required to build line extensions that do not meet the density standards under the franchise

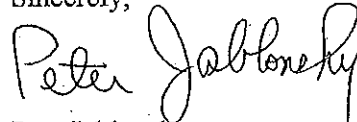
agreement, unless the developer agrees to prepay the incremental costs to be incurred by Adelpia above and beyond what it would cost Adelpia to build if the density was at 20 homes per mile from the nearest existing cable plant.

(4) Density Calculations: During the term of the franchise agreement, and upon request of either the Town or Adelpia, the parties shall discuss whether the density rate of 20 homes per mile can be lowered for the mutual benefit of the parties. Following such discussion, Adelpia may, in its sole discretion, agree to lower the required density for line extensions in the franchise agreement. Any change to the density requirements, however, must be in writing and signed by both parties.

(5) Packaging of Cable Modem Service to Subscribers: At the commencement of the franchise agreement, Grantee shall offer Subscribers the ability to purchase, either separately or together with Cable Services (as defined in the franchise agreement), high speed cable modem service. However, Grantor understands that due to business concerns and demands, the way in which Adelpia packages its products may vary over time. As such Grantee may modify the manner in which it packages high speed cable modem services over the term of the franchise agreement.

In summary, Adelpia agrees to address the issues not covered in the franchise agreement by taking the actions outlined above. If you have any further questions, please do not hesitate to contact me.

Sincerely,



Pete Jablonsky
General Manager

AMENDMENT NO. 1 TO THE
CABLE TELEVISION RENEWAL FRANCHISE
FOR THE
TOWN OF HANOVER, NEW HAMPSHIRE

WHEREAS, effective December 31, 2004 the Board of Selectmen of the Town of Hanover (the "Franchising Authority") and FrontierVision Operating Partners, L.P. d/b/a Adelphia Cable Communications (the "Grantee") entered into a renewal Cable Television Franchise Agreement (the "Renewal Franchise");

NOW THEREFORE, the parties agree to amend the Renewal Franchise as follows:


1. Section 3.15 in the Renewal Franchise shall be deleted in its entirety and shall be replaced with the following:

"3.15 Gross Revenues shall mean all revenues derived from the operation of the System for the provision of Cable Service within the franchise area received by Grantee from Subscribers from the Basic Service Tier of programming and for any optional tier of programming service (including premium and pay-per-view services), all commercial Subscriber revenues, installation charges, disconnection and reconnection charges, downgrade, upgrade and any similar fees, revenues from advertising sales less agency fees, and converter and remote control rentals, leases or sales. Gross Revenues shall not include deposits, refunds and credits made to subscribers, bad debt, revenue from Subscribers designated by Grantee as payment of its franchise fee obligation, home shopping revenues, or any taxes imposed on the services furnished by Grantee herein which are imposed directly on the Subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit."

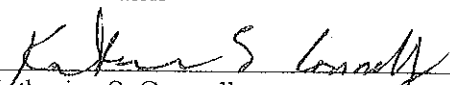
2. The Gross Revenues definition shall be effective within sixty (60) days of the Effective Date of this Amendment. The Effective Date shall be the date of acceptance by the Town as indicated in the signature block below.
3. This Agreement shall be binding and inure to the benefit of the parties as well as their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 26th DAY OF SEPTEMBER, 2005.

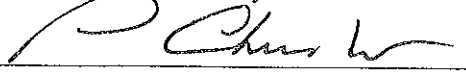
By: Town of Hanover, New Hampshire
Board of Selectmen




Brian F. Walsh



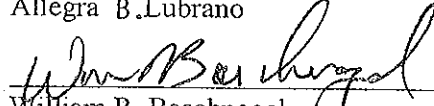
Katherine S. Connolly



Peter L. Christie

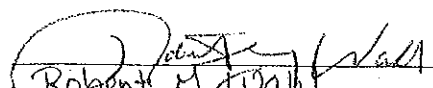


Allegra B. Lubrano



William R. Baschnagel

ACCEPTED BY FrontierVision Operating Partners, L.P.
d/b/a Adelphia Cable Communications

By: 
Name: Robert A. Walsh
Title: Senior V.P. Operations
Date: September 14, 2005

