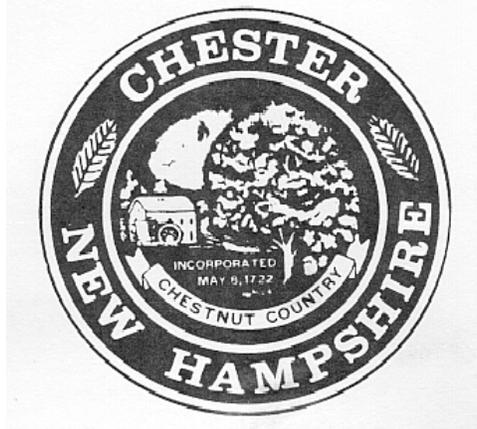


**TOWN OF CHESTER,
NEW HAMPSHIRE**



**CABLE TELEVISION
RENEWAL FRANCHISE**

GRANTED TO

ADELPHIA CABLEVISION CORP.

d/b/a ADELPHIA CABLE COMMUNICATIONS

Effective date April 1, 2003

TABLE OF CONTENTS

ARTICLE 1

Definitions

Section 1.1	Definitions	8
-------------	-------------	---

ARTICLE 2

Grant of Renewal Franchise

Section 2.1	Grant of Renewal Franchise	13
Section 2.2	Term of Renewal Franchise	13
Section 2.3	Non-Exclusivity of the Renewal Franchise	14
Section 2.4	Police and Regulatory Powers	14
Section 2.5	Removal of Abandonment	14
Section 2.6	Amendment by Mutual Agreement	14

ARTICLE 3

Transfer and Assignment of Renewal Franchise

Section 3.1	Restrictions Against Transfers	15
Section 3.2	Approval Procedure	15
Section 3.3	Conditions Related to Transfer	16
Section 3.4	No Waiver of Rights	16
Section 3.5	Renewal Franchise Signatory	16

ARTICLE 4

System Design

Section 4.1	Subscriber Network	17
Section 4.2	Emergency Alert System	17
Section 4.3	Parental Control Capacity	17
Section 4.4	Signal Quality	17
Section 4.5	Institutional Network	18

ARTICLE 5

Construction, Installation, Line Extension and Maintenance Standards

Section 5.1	Location of Cable Television System	18
Section 5.2	Service Available to All Residents	18
Section 5.3	Line Extension	18
Section 5.4	Underground Facilities	19
Section 5.5	Tree Trimming	19

Town of Chester, New Hampshire Cable Television Renewal Franchise

Section 5.6	Restoration to Prior Conditions	19
Section 5.7	Temporary Relocation	20
Section 5.8	Disconnection and Relocation	20
Section 5.9	Safety Standards	20
Section 5.10	Pedestals	20
Section 5.11	Private Property	20
Section 5.12	Right to Inspection of Construction	21
Section 5.13	Construction Maps	21
Section 5.14	Service Interruptions	21
Section 5.15	Commercial Establishments	21

ARTICLE 6

Services and Programming

Section 6.1	Basic Service	22
Section 6.2	Programming	22
Section 6.3	Two-Way Cable System	22
Section 6.4	Leased Channels for Commercial Use	22
Section 6.5	VCR/Cable-Ready TV Set/Cable Compatibility	23
Section 6.6	Continuity of Service	23
Section 6.7	Free Connection and Monthly Service to Public Buildings and Schools	23
Section 6.8	Internet Services for Schools and Libraries	24

ARTICLE 7

Public, Educational and Governmental Access Channels and Capital Funding

Section 7.1	PEG Access Channels	24
Section 7.2	PEG Access Capital Funding	24
Section 7.3	Peg Access Channel(s) Maintenance	25
Section 7.4	PEG Access Payments	25
Section 7.5	PEG Access Cablecasting	25
Section 7.6	No Editorial Control	25
Section 7.7	Origination Points	25

ARTICLE 8

Franchise Fees

Section 8.1	Franchise Fee Payments	26
Section 8.2	Other Payment Obligations and Exclusions	26
Section 8.3	Recomputation	27
Section 8.4	Affiliates Use of System	27
Section 8.5	Method of Payment	27

ARTICLE 9

Rates and Charges

Section 9.1	Rate Regulation	27
Section 9.2	Notification of Rates and Charges	27
Section 9.3	Publication and Non-Discrimination	28
Section 9.4	Credit for Service Interruptions	28
Section 9.5	Pass-Through and Itemization of Costs	28

ARTICLE 10

Insurance and Bonds

Section 10.1	Insurance	28
Section 10.2	Performance Bonds	29
Section 10.3	Reporting	30
Section 10.4	Indemnification	30
Section 10.5	Notice of Cancellation or Reduction of Coverage	30

ARTICLE 11

Administration and Regulations

Section 11.1	Regulatory Authority	31
Section 11.2	Nondiscrimination	31
Section 11.3	Emergency Removal of Plant	31
Section 11.4	Removal and Relocation	31
Section 11.5	Inspection	31
Section 11.6	Jurisdiction	32

ARTICLE 12

Determination of Breach, Liquidated Damages-Franchise Revocation

Section 12.1	Determination of Breach	32
Section 12.2	Liquidated Damages	33
Section 12.3	Revocation of Renewal Franchise	34
Section 12.4	Termination	34
Section 12.5	Non-Exclusivity of Remedy	34
Section 12.6	No Waiver-Cumulative Remedies	34

ARTICLE 13

Subscriber Rights and Consumer Protection

Section 13.1	Telephone Access	35
--------------	------------------	----

Section 13.2	Notice to Subscribers Regarding Quality Of Service	35
Section 13.3	Consumer Sales Standards	35
Section 13.4	Billing Practices Information and Procedures	36
Section 13.5	Disconnection and Termination of Cable Services	37
Section 13.6	Response to Service Calls and Service Complaints	37
Section 13.7	Complaint Resolution Procedures	37
Section 13.8	Change of Service	38
Section 13.9	Loss of Service-Signal Quality	38
Section 13.10	Employee and Agent Identification Cards	38
Section 13.11	Protection of Subscriber Privacy	38
Section 13.12	Privacy Written Notice	38
Section 13.13	Monitoring	39
Section 13.14	Subscriber's Right to Inspect and Verify Information	39

ARTICLE 14

Reports, Audits and Performance Tests

Section 14.1	General	39
Section 14.2	Cable System Information	40
Section 14.3	In-House Telephone Reports	40
Section 14.4	Subscriber Complaint Log	40
Section 14.5	Individual Complaint Reports	40
Section 14.6	Outage Log	40
Section 14.7	Annual Performance Tests	41
Section 14.8	Quality of Service	41
Section 14.9	Investigation	41

ARTICLE 15

Employment

Section 15.1	Equal Employment Opportunity	42
Section 15.2	Non-Discrimination	42

ARTICLE 16

Miscellaneous Provisions

Section 16.1	Entire Agreement	42
Section 16.2	Captions	42
Section 16.3	Separability	42
Section 16.4	Renewal Franchise Exhibits	42
Section 16.5	Warranties	43
Section 16.6	Force Majeure	43

Town of Chester, New Hampshire Cable Television Renewal Franchise

Section 16.7	Removal of Antennas	43
Section 16.8	Subscribers Television Sets	43
Section 16.9	Applicability of Renewal Franchise	43
Section 16.10	Notices	44
Section 16.11	Town's Right of Intervention	44
Section 16.12	No Recourse Against the Franchising Authority	44
Section 16.13	Term	44

EXHIBITS

Exhibit 1	Signal Carriage	46
Exhibit 2	Free Connections and Monthly Service to Public Buildings and Schools	47
Exhibit 3	Cable Modem Services to Schools and Libraries At No Charge	48
Exhibit 4	Origination Sites	49
Exhibit 5	Gross Annual Revenues Reporting Form Town of Chester, New Hampshire	50
Exhibit 6	FCC Customer Service Obligations	51
Exhibit 7	Signal Quality Maintenance Schedule	54

SIGNATURE PAGE		55
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EXHIBITS

Signal Carriage	Exhibit 1
Free Connections and Monthly Service to Public Buildings and Schools	Exhibit 2
Free Internet Service to Schools and Libraries	Exhibit 3
Origination Sites	Exhibit 4
Gross Annual Revenues Reporting Form	Exhibit 5
FCC Customer Service Obligations	Exhibit 6
Signal Quality Maintenance Schedule	Exhibit 7

A G R E E M E N T

This Agreement, made this day **March 3, 2003**, and effective on April 1, 2003, between the Board of Selectmen of the Town of Chester, as statutory Franchising Authority pursuant to RSA:53-C, and Adelpia Cablevision Corp., d/b/a Adelpia Cable Communications, a Delaware corporation.

W I T N E S S E T H

WHEREAS, the Franchising Authority of the Town of Chester, New Hampshire, pursuant to RSA Chapter 53-C, is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, upgrade, operate and maintain a cable television system within the Town of Chester; and

WHEREAS, Adelpia submitted a formal renewal proposal, pursuant to 47 U.S.C. §546 (b) of the Cable Act, to the Franchising Authority on September 15, 2002 with supplemental information submitted to the Franchising Authority on October 2, 2002; and

WHEREAS, pursuant to Section 626(h) of the Cable Act, the Franchising Authority and Adelpia entered into informal negotiations, and, as a result, on December 4, 2002, Adelpia made revisions to its formal renewal proposal.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, 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 word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Chester resident and/or any Persons affiliated with a Chester non-commercial institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(5) Bidirectional or Two-Way: Permitting communications on the Cable System in either of two directions.

(6) Board of Selectmen: The Board of Selectmen of the Town of Chester, New Hampshire.

(7) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(8) Cable Modem: A device which may be used to connect Subscribers to the Internet over the Cable System.

(9) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services.

Town of Chester, New Hampshire Cable Television Renewal Franchise

(10) 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 the Town, as fully more defined in the Cable Act.

(11) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(12) Complaint: Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Franchisee and which cannot be resolved during the initial contact with the Franchisee.

(13) Connection: A Drop, but not including ancillary equipment.

(14) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(15) Department of Public Works ("DPW"): The Department of Public Works of the Town of Chester, New Hampshire.

(16) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(17) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(18) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(19) Effective Date: April 1, 2003.

(20) Execution Date: **March 3, 2003.**

(21) FCC: The Federal Communications Commission, or any successor agency.

(22) Franchise Fee: The payments to be made by the Franchisee to the Town, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(23) Franchisee: Adelpia Cablevision Corp., d/b/a Adelpia Cable Communications, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(24) Franchising Authority: The Board of Selectmen of the Town of Chester, New Hampshire.

(25) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s).

(26) Gross Annual Revenues: Revenue received by the Franchisee and/or its Affiliates from the

Town of Chester, New Hampshire Cable Television Renewal Franchise

provision of Cable Service over the Cable Television System including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar fees; interest collected on Subscriber fees and/or charges; any other Subscriber fees and/or charges including, but not limited to, Franchise Fees (ie: fee-on-fee); all Commercial Subscriber revenues; all revenues from Cable Modem Service(s), provided that a court of law or administrative body of appropriate jurisdiction makes a final decision that such Cable Modem Service(s) constitute a Cable Service; all other fees and/or revenues permitted by applicable law; fees paid for Channels designated for commercial use; home-shopping revenues; Converter, remote control and other equipment rentals, leases or sales; studio and other facility or equipment rentals; advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or such other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from, or in connection with, the operation of the System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues payments to the Town in the period so collected. Gross Annual Revenues shall not include deposits, which deposits shall be returned to Subscribers, and taxes, such as sales taxes, etc., imposed on the Services furnished by Franchisee herein which are imposed directly on the Subscriber or user by the local or governmental unit and collected by Grantee on behalf of that governmental unit..

(27) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(28) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a Fiber Node, microwave link or transportation super trunk.

(29) Internet: The world-wide computer network.

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

(31) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(32) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(33) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

Town of Chester, New Hampshire Cable Television Renewal Franchise

- (34) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (35) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (36) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (37) Pedestal: A protection unit used in housing Cable Television System equipment and/or amplifiers.
- (38) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- (39) Prime Rate: The prime rate of interest at FleetBoston, or its successor.
- (40) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
- (41) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Chester individuals and/or organizations wishing to present non-commercial programming and/or information to the public.
- (42) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.
- (43) Renewal Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.
- (44) Satellite Service Tier: The tier of Service above the Basic Service tier, except that the Satellite Service Tier shall not include any Pay-Per-View Services or any Services that are available as a package of a la carte Services.
- (45) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.
- (46) Service: Any Basic Cable Service, any Pay Cable Service, or any other Cable Service offered over the Cable Television System, whether or not originated by the Franchisee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable Television System.

Town of Chester, New Hampshire Cable Television Renewal Franchise

- (47) Signal: Any transmission of electromagnetic or optical energy which carries information from one location to another for the provision of Service.
- (48) State: The State of New Hampshire.
- (49) Subscriber: Any Person, firm, corporation or other entity in the Town who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.
- (50) Subscriber Network: The Cable System to be operated by the Franchisee, over which Signals can be transmitted to Subscribers, as more fully described in Section 4.1 *infra*.
- (51) System Activation: The initial operation of all or a portion of the coaxial cable and related apparatus of the Cable Television System such that the Signals required and authorized to be transmitted pursuant to this Renewal Franchise are available at potential Subscriber's taps.
- (52) System Completion: That point when the Franchisee has provided written documentation to the Town that its upgraded digital, bi-directional Trunk and Distribution System has been fully completed and service has been made available to one hundred percent (100%) of the residential households in the Town, subject to Section 4.1 and Section 5.2 herein.
- (53) Town: The Town of Chester, New Hampshire.
- (54) Town Attorney: The Town Attorney of the Town of Chester, New Hampshire.
- (55) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership resulting in a change of control of the System or of this Renewal Franchise, to a Person or a group of Persons.
- (56) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.
- (57) Upstream Channel: A channel over which Signals travel from an authorized location to the System Headend.
- (58) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.
- (59) VCR: The acronym for video cassette recorder.

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

Section 2.1---GRANT OF RENEWAL FRANCHISE

Pursuant to the authority of RSA Chapter 53-C, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Chester, New Hampshire, as the Franchising Authority of the Town, hereby grants a non-exclusive, revocable cable television Renewal Franchise to the Franchisee, authorizing and permitting the Franchisee to construct, upgrade, install, operate and maintain a Cable Television System within the corporate limits of the Town of Chester.

This Renewal Franchise is subject to the terms and conditions contained in Chapter 53-C of the Laws of New Hampshire, as amended; the Cable Act; the regulations of the FCC; and all Town, State and federal statutes and by-laws of general application.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee, the right to construct, upgrade, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Chester within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the State of New Hampshire and the Town of Chester. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal Franchise does not establish priority for use over other present or future permit holders or the Town's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be for ten (10) years, shall commence on April 1, 2003, and shall expire on March 30, 2013, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF THE RENEWAL FRANCHISE

This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a cable television system within the Town of Chester; or the right of the Franchising Authority to permit the use of the Public Ways and places of the Town for any lawful purpose. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the police powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable DPW regulations, and any by-laws enacted by the Town. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the Town's police shall be resolved in favor of the latter.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal Franchise by passage of time or otherwise, and unless (1) the Franchisee renews its Renewal Franchise for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6---AMENDMENT BY MUTUAL AGREEMENT

This Renewal Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Renewal Franchise.

ARTICLE 3

TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1---RESTRICTIONS AGAINST TRANSFERS

(a) Neither this Renewal Franchise, nor any rights or obligations of the Franchisee in or pursuant to this Renewal Franchise or the Cable System shall be transferred in part or as a whole, by assignment, trust, lease, sublease, and is not to be sold, transferred, leased, assigned, or disposed of in part or as a whole, either by forced sale, merger, consolidation, or otherwise, nor shall title thereto, either legal or equitable, or any right or interest therein, pass to or vest in any Person, nor shall any change in control of the Franchisee or the Cable System occur, either by any act of the Franchisee or by any parent company of the Franchisee, by operation of law or otherwise, in each such case without the prior consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed, and which shall be expressed in writing. The limitations and restrictions in this Section 3.1(a) shall not prohibit the provision of security interests in the Cable System for the purpose of securing financing; provided, however, that no change in ownership or Transfer as a result of any such security interests may be exercised or occur, except as allowed pursuant to Section 3.2 supra.

(b) For purposes of this Section 3.1, 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 change of control of the Franchisee. This Section 3.1(b) shall not apply to an assignment or Transfer of the control to assignees or transferees controlled by the Franchisee or its parent the word "control" as used in this section is not limited to major stockholders but includes actual working control in whatever manner exercised and includes control of the parent company of the Franchisee.

(c) Neither the Franchisee nor its parent company shall enter into any management contract or any other arrangement for the management of the Cable System, however structured, without the prior written consent of the Franchising Authority, provided, however, that this Section 3.1(c) shall not apply to the Franchisee's employment contracts and other personnel decisions.

Section 3.2---APPROVAL PROCEDURE

(a) The Franchisee shall promptly notify the Franchising Authority of any action or proposed action requiring the consent of the Franchising Authority pursuant to this Article 3.

(b) The Franchisee shall submit to the Franchising Authority an original of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment), which form shall fully describe the action or proposed action and clearly state the basis on which the Transfer or assignment should be approved.

(c) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is deemed necessary by either the Franchising Authority or the transferee, to consider the written request for Transfer. The Franchising Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Franchising Authority agree to an extension of time.

(d) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall inquire into the legal, financial, character and technical qualifications of the prospective controlling or owning Person, and including, but not limited to, such Person's cable-related experience, if any, in other communities, any and all matters relative to the ability and likelihood of such Person adhering to all of the terms and conditions of this Renewal Franchise, and whether the proposed change of control and ownership is in the public interest.

(e) In accordance with applicable law, at any time during the Franchising Authority's review process, the Franchising Authority reserves the right to require additional supporting documentation from the Franchisee or any other Person involved in the action or proposed action. The Franchisee shall provide all requested assistance to the Franchising Authority in accordance with any such inquiry and, as appropriate, shall secure the cooperation and assistance of all other Persons involved in such action.

Section 3.3---CONDITIONS RELATED TO TRANSFER

Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all the terms and conditions contained in this Renewal Franchise.

Section 3.4--NO WAIVER OF RIGHTS

The consent or approval of the Franchising Authority to any assignment, lease, Transfer, sublease, or mortgage of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under this Renewal Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

Section 3.5--RENEWAL FRANCHISE SIGNATORY

Any approval by the Franchising Authority of Transfer of ownership or control of the Cable System shall be contingent upon the prospective transferee and/or controlling Person or party becoming a signatory to the Renewal Franchise.

ARTICLE 4

SYSTEM DESIGN

Section 4.1---SUBSCRIBER NETWORK

(a) The Franchisee shall maintain, at a minimum, an 860 MHz Cable System in the Town throughout the term of this Renewal Franchise.

(b) Throughout the term of this Renewal Franchise, the Franchisee shall use its best efforts to analyze and ensure that the audio levels on all Downstream Channels are at all time consistently level, where Franchisee has the technical control to do so. Any deviation from this requirement of consistent audio level service by the Franchisee shall be corrected as soon as possible, provided, however, that efforts to correct any such deviation shall commence within twenty-four (24) hours of the discovery of the deviation.

(c) The Franchisee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Franchisee in stereo.

(d) The Franchisee shall deliver, at no charge to Subscribers or the Town, closed-captioned Programming on all channels providing such options.

Section 4.2---EMERGENCY ALERT SYSTEM

The Franchisee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11. The Franchisee shall cooperate with the Franchising Authority to ensure the distribution of all emergency communications to Subscribers.

Section 4.3---PARENTAL CONTROL CAPACITY

Subject to applicable regulation(s), the Franchisee shall provide Subscribers, upon request, with the capacity to control the reception of any channels being received on their television sets.

Section 4.4---SIGNAL QUALITY

(a) The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

(b) In order to provide Subscribers with the highest quality signal possible, the Franchisee has committed to a Signal Quality Maintenance Program, as required according to FCC Title 47, Chapter I, Part 76, 76.601 attached hereto and made part hereof as *Exhibit 7*.

Section 4.5---INSTITUTIONAL NETWORK

Upon written request from the Franchising Authority, the Franchisee shall provide a proposal for the design, construction, operation and maintenance of an Institutional Network. Such an Institutional Network shall be subject to a separate dark fiber lease between the Franchisee and the Franchising Authority.

ARTICLE 5

**CONSTRUCTION, INSTALLATION, LINE EXTENSION
AND MAINTENANCE STANDARDS**

Section 5.1---LOCATION OF CABLE TELEVISION SYSTEM

The Franchisee shall construct, upgrade, install, operate and maintain the Cable Television System within the Town of Chester. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable Town by-laws and regulations.

Section 5.2---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Franchisee shall make its Cable Service available to all residents in the Town, subject to Section 5.2(b) and Section 5.3 below.

(b) Installation charges shall be non-discriminatory. Any dwelling unit within one hundred and fifty feet (150') of the Franchisee's nearest feeder cable(s) shall be entitled to a standard installation rate. Any installation in excess of 150' shall be provided upon payment of the Franchisee's customary charge, for those portions in excess of 150'.

Section 5.3---LINE EXTENSION

(a) Subject to the provisions of the following paragraphs (b), (c), (d) and (e), any potential Subscriber located in an area of the Town currently without Service may request service from the Franchisee. The Franchisee shall extend Service to such area promptly, but in no case later than sixty (60) days after all necessary permits are obtained. The Franchisee shall expeditiously seek all necessary permits.

(b) The Cable Television System shall be extended automatically, at the Franchisee's sole cost and expense, from existing cable plant to any and all areas of the Town containing twenty-five (25) residences per aerial mile of Cable System plant or fractional proportion thereof. Said service shall be made available and fully activated to requesting Subscribers no later than sixty (60) days after the Franchisee's receipt of permission to attach cable to poles.

(c) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (b) above upon request of the prospective Subscribers in such areas and based upon the following cost calculation: If a request for an extension into a residential area requires the construction of the cable plant which does not contain the twenty-five (25) residences per aerial mile of cable plant or a fractional part thereof, the Franchisee and the potential Subscriber will each be responsible for their proportionate share of construction costs.

(d) Any potential residential Subscriber located in an area of the Town without cable television service may request such service from the Franchisee. In areas meeting the requirements of Section 5.3(b) above, the Franchisee shall extend service to the area promptly, but in no case later than sixty (60) days after the Franchisee's receipt of permission to attach cable to poles. The Franchisee shall expeditiously seek all necessary permits. In those areas with less than twenty-five (25) residences per aerial mile, the Franchisee shall, within thirty (30) days following a request for service, conduct a survey to determine the number of homes in the immediate area and shall inform each potential Subscriber of the total cost of the extension and the range of possible contributions {see Section 5.3(c) above} that will be charged. The Franchisee shall apply for permission to attach cables to poles within fourteen (14) days of receiving the contribution(s) from prospective Subscribers. Cable Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution within sixty (60) days of the Franchisee's receipt of permission to attach cables to poles.

Section 5.4---UNDERGROUND FACILITIES

In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the Town, the Franchisee shall likewise place its facilities underground. Underground cable lines shall be placed beneath the pavement subgrade. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.5---TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, public ways and places, and private property in the Town. The Franchisee shall comply with all rules established by the Franchising Authority or its designee during the term of this Renewal Franchise regarding tree trimming. All tree and/or root trimming and/or pruning provided for herewith shall be done pursuant to appropriate regulations of the Town.

Section 5.6---RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

Section 5.7---TEMPORARY RELOCATION

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the party requesting such move which Franchisee may require to be paid in advance. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.8---DISCONNECTION AND RELOCATION

The Franchisee shall, without charge to the Franchising Authority and/or the Town, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 5.9---SAFETY STANDARDS

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all building and zoning codes, and all land use restrictions as the same exist or may be amended hereafter.

Section 5.10---PEDESTALS

In any cases in which Pedestals are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be low-profile, wherever practical, at Town approved locations to be determined when the Franchisee applies for a permit, which shall not be unreasonably denied. All such equipment shall be shown on the construction maps, submitted to the Town in accordance with Section 5.13 infra.

Section 5.11---PRIVATE PROPERTY

The Franchisee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

Section 5.12---RIGHT TO INSPECTION OF CONSTRUCTION

The Town or its designee shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal Franchise and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations and shall be conducted during Franchisee's regular business hours.

Section 5.13---CONSTRUCTION MAPS

At the request of the Franchising Authority, the Franchisee shall make available to the Franchising Authority or its designee accurate strand maps of all existing and newly constructed plant. If changes are made in the Cable System, the Franchisee shall make available updated maps or appropriate drawings annually, not later than fifteen (15) days after each anniversary of the Effective Date of this Renewal Franchise. If available, the Franchisee shall file such maps with the Franchising Authority electronically.

Section 5.14---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable Television System, and will make best effort to interrupt service only during the period from Midnight to 5:00 AM and, if practical, only after a minimum of twenty four (24) hours notice to all affected Subscribers.

Section 5.15---COMMERCIAL ESTABLISHMENTS

The Franchisee shall make available its Cable Service(s) to any commercial establishments in the Town, along its cable routes; provided, however, that in the event that there are any exceptional costs, such as excessive undergrounding or distance from existing Cable System plant in excess of one hundred fifty (150) feet, associated with providing such Cable Service, the parties are able to reach a reasonable agreement regarding the terms and costs of installation and monthly service and that the Franchisee has reasonable access to conduits, poles and/or other appropriate facilities in order to serve such commercial establishments.

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include at least: (1) all broadcast television Signals in the Chester, New Hampshire area which are required to be carried by a cable television system serving the Town pursuant to statute or regulation; and (2) the PEG Access Channels for public, educational and governmental access use as required by Section 7.2 of this Renewal Franchise.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in *Exhibit 1* attached hereto and made a part hereof.

(b) If in structuring its service offerings the Franchisee assesses Subscriber preferences as determined by random surveys, Subscriber correspondence, Subscriber telephone calls and other marketplace analysis, community needs, product performance, and prevailing business environment, then the Franchisee shall provide the Town upon request with the results of any such surveys, studies, and/or analysis for informational purposes only, as the same becomes available.

(c) The Franchisee shall provide the Franchising Authority and all Subscribers with thirty (30) days advance written notice of any change in its Chester Programming line-up, if the change is within the control of the Franchisee.

Section 6.3---TWO-WAY CABLE SYSTEM

Unless otherwise prohibited by applicable law, the Franchisee shall operate a fully two-way capable Trunk and Distribution System. Such capability shall be activated upon a determination by the Franchisee that it is technologically feasible and economically advantageous to the Franchisee and its Subscribers.

Section 6.4---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

Section 6.5---VCR/CABLE-READY TV SET/CABLE COMPATIBILITY

(a) The Franchisee shall provide at a reasonable cost to any Subscriber, upon request, an A/B switch which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except in instances involving two (2) Scrambled Signals.

(b) To ensure the maximum functioning of VCRs and cable-ready television sets, the Franchisee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal Franchise, (i) any off-the-air Signals and/or (ii) any of the PEG Access Channels. For purposes of this Section 6.5(c), "off-the-air Signals" shall mean any broadcast television Signals received at the Franchisee's Headend without the aid of any intervening relay device or receiving dishes.

(c) To further ensure the maximum functioning of VCRs and cable-ready television sets {including features such as "picture-in-picture", etc.}, the Franchisee shall fully comply with any applicable federal equipment compatibility regulations.

Section 6.6---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers in advance.

**Section 6.7---FREE CONNECTIONS AND MONTHLY SERVICE TO
PUBLIC BUILDINGS AND SCHOOLS**

The Franchisee shall provide one Subscriber Network Drop, a broadcast and basic monthly service without charge, to all public and private primary and secondary schools, police and fire stations, and public libraries, and other public buildings, as contained in *Exhibit 2*, attached hereto and made a part hereof. The Franchisee, at no cost to the Town and/or the affected public building or school, shall supply one Converter per public building and school when cable-ready television sets are not in use in said building(s) and schools. Upon request, the Franchisee shall provide the Town, at the Franchisee's customary monthly rate, with cable and/or equipment in order that the Town can install its own additional Drops and/or Outlets. The Franchisee shall provide said Drops, broadcast and Basic monthly service, and Converters within sixty (60) days of the Effective Date of this Renewal Franchise.

Section 6.8---INTERNET SERVICES FOR SCHOOLS AND LIBRARIES

(a) The Franchisee shall provide one (1) Connection to the Internet, which shall not be networked, and one (1) Cable Modem to each primary and secondary Chester School building in the Town and the Chester Public Library, without charge(s) to the Town and/or the Chester School Department (the "School Department") and/or the Chester Public Library, contained in *Exhibit 3*, attached hereto and made a part hereof. Said Internet Connections shall be installed no later than sixty (60) days, from the Effective Date of this Renewal Franchise provided the Chester School Department and the Chester Public Library provide a written request to the Franchisee for such installation.

(b) Upon request of the Franchising Authority, the Franchisee shall provide additional Connections to the Internet to such School and/or the Public Library. Such additional Connections shall be provided to the School Department and/or the Public Library upon payment to the Franchisee for its customary charge.

ARTICLE 7

**PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS
CHANNELS AND CAPITAL FUNDING**

Section 7.1---PEG ACCESS CHANNELS

(a) The Franchisee shall make available within sixty (60) days of the Effective Date of this Renewal Franchise, three (3) full-time Downstream Channels and three (3) full-time Upstream Channels for PEG Access use, for the exclusive use of the Franchising Authority, its designee(s), the Town and/or PEG Access Users. Said PEG Access Channels shall be located in the Franchisee's Basic Service tier.

(b) Said channels shall be allocated for Public, Educational, and/or Governmental Access use(s). Once established, in the event that a PEG Access Channel location change is necessary, the Franchisee shall (i) notify the Franchising Authority or its designee(s) in writing of such change in advance; and (ii) assist the Franchising Authority or its designee(s) in advertising and promoting any such new channel location(s).

(c) Except as provided by applicable law, there shall be no charges to the Franchising Authority, its designees and/or the Town and/or Subscribers for use of said PEG Access Channels.

Section 7.2---PEG ACCESS CAPITAL FUNDING

(a) Within ninety (90) days of the Execution Date of this Renewal Franchise, the Franchisee shall make a one-time payment of twenty thousand dollars (\$20,000) to the Franchising Authority for PEG Access equipment and facilities uses.

(b) In no case shall said annual PEG Access capital funding provided for in paragraph (a) above be included in, and/or be a part of, any franchise fee payment(s), required by Section 8.1 infra, or any other fees or payments required by applicable law. Said annual PEG Access capital funding shall be in addition to any such Franchise Fee and /or other payments.

(c) In the event that the funding payment required herein are not tendered on or before the dates fixed herein, interest due on such payment(s) shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 7.3---PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon written request, the Franchisee shall make available a copy of its most recent annual performance tests.

Section 7.4---PEG ACCESS PAYMENTS

The payment required hereunder in Section 7.2(a) shall be made by the Franchisee directly to the Franchising Authority for the benefit of PEG Access.

Section 7.5---PEG ACCESS CABLECASTING

Origination sites, to enable the Franchising Authority and/or its designees to transmit live PEG Access programming, shall be installed and maintained by the Franchisee, without charge to the Franchising Authority, at the sites listed in *Exhibit 4* attached hereto and made a part hereof.

Section 7.6---NO EDITORIAL CONTROL

In accordance with applicable law, the Franchisee shall not engage in any editorial control and/or any other control of the content of the PEG Access Programming on the Cable System.

Section 7.7---ORIGINATION POINTS

Franchisee shall provide one (1) origination point in each of the buildings listed in *Exhibit 4*. Origination points shall be installed and maintained by the Franchisee, without charge to the Franchising Authority, which will provide the Town the ability to broadcast live programming on the PEG channels. All equipment required to effect such live broadcast from the origination points shall be the responsibility of the Town.

ARTICLE 8

FRANCHISE FEES

Section 8.1---FRANCHISE FEE PAYMENTS

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Renewal Franchise, a Franchise Fee equal to one percent (1%) of the Franchisee's Gross Annual Revenues, as defined herein, derived during each year of this Renewal Franchise. The Franchisee shall not be liable for a total financial commitment in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the PEG Access capital funding (Section 7.2); (ii) any interest due herein to the Franchising Authority and/or its designee(s) because of late payments; and/or (iii) any damages (Section 12.2).

(b) Said Franchise Fee payments shall be made to the Issuing Authority on a quarterly basis: (i) on February 15th for the previous three (3) month period from October 1st through December 31st; (ii) on May 15th for the previous three (3) month period from January 1st through March 30th; (iii) on August 15th for the previous three (3) month period from April 1st through June 30th; and (iv) on November 15th for the three (3) month period from July 1st through September 30th.

(c) The Franchisee shall file with each such quarterly payment a statement, prepared by a financial representative of the Franchisee, documenting, in detail, the total of all Gross Annual Revenues of the Franchisee during the preceding three (3) month period. Along with such statement, the Franchisee shall also complete and submit the Gross Annual Revenues Reporting Form, attached hereto as *Exhibit 5*, or such other form as mutually agreed to by the parties in writing.

(d) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of three percent (3%) above the Prime Rate.

Section 8.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Franchisee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law, except for "franchise fees", as defined by federal law. The payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments in accordance with applicable federal law.

(b) The Licensee and the Franchising Authority hereby agree that the meaning of the term "franchise fee" does not include the items in Section 622(g)(2)(A) through (E) of the Cable Act.

Section 8.3---RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Franchisee's fiscal year and shall occur in no event later than six (6) months after the Franchise Fees are tendered with respect to any such fiscal year. If, after audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at three percent (3%) above the Prime Rate during the period that such additional amount is owed.

Section 8.4---AFFILIATES USE OF SYSTEM

(a) Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Chester.

Section 8.6---METHOD OF PAYMENT

All payments by the Franchisee to the Franchising Authority pursuant to this Article 8 shall be made payable to the Town.

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) The Franchisee shall file with the Franchising Authority schedules which shall describe all services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Franchisee shall file with the Franchising Authority all changes in services, all rates and charges of any kind, and all terms and conditions relating thereto at least seven (7) days prior to notification to all Subscribers. The Franchisee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered; provided, however, that this Section 9.2 shall not prohibit the Franchisee from offering or discontinuing promotional discounts upon less than thirty (30) days notice.

(b) At the time of initial solicitation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate Cable Service. Subscribers shall have at least thirty (30) days from receipt of notification of any rate increase to either downgrade Service or terminate Service altogether without any charge. Once a Subscriber has requested a change in Service at any time within said thirty (30) day period, the Franchisee shall commence billing said Subscriber at the new rate from the date of the request for a change in Service, regardless of whether the Franchisee actually changes the level of Service within that time period.

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

All rates for subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

In the event that the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber a pro rata credit or rebate.

Section 9.5---PASS-THROUGH AND ITEMIZATION OF COSTS

Pursuant to applicable law, the Franchisee has the right to pass-through and/or itemize certain increased costs related to this Renewal Franchise, in compliance with such laws. Included in such costs are the PEG Access Equipment Funding costs pursuant to Section 7.2 supra.

ARTICLE 10

INSURANCE AND BONDS

Section 10.1---INSURANCE

No later than thirty (30) days after the Effective Date and at all other times during the term of the Renewal Franchise, including the time for removal of facilities provided for herein, the Franchisee shall obtain, pay all premiums for, and file with the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence.

Town of Chester, New Hampshire Cable Television Renewal Franchise

(2) A property damage insurance policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.

(3) Automobile liability insurance for owned automobiles, and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation and Employer's Liability in the minimum amount of:

(a) Statutory limit for Worker's Compensation; and one Hundred Thousand Dollars (\$100,000.00) for Employer's Liability.

(5) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

(d) Evidence of insurance shall be submitted to the Franchising Authority and/or its designee(s) prior to commencement of any construction under this Renewal Franchise.

Section 10.2---PERFORMANCE BOND

(a) In the event a bond is not currently in place for the Town and in the amount agreed to herein, within ninety (90) days following the Effective Date of this Renewal Franchise, the Franchisee shall maintain at its sole cost and expense throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State of New Hampshire in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal Franchise.

(b) The performance bond shall be effective throughout the term of the Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Renewal Franchise, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 12.2 infra.

(c) The performance bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal Franchise or from the exercise of any privilege herein granted. In the event that the Town recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

Section 10.3---REPORTING

Upon request, the Franchisee shall submit to the Franchising Authority, or its designee(s), on an annual basis, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 10.4---INDEMNIFICATION

(a) The Franchisee shall indemnify and hold harmless the Franchising Authority, the Town, its officials, boards, committees, commissions, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, and shall also include the reasonable value of any services rendered by the Town Attorney.

(b) The Town agrees to indemnify and hold harmless the Franchisee, its employees, officers or agents against all claims for damage relating to the operation of the Cable System due to the negligence of the Town, its officials, boards, committees, commissions, agents and/or employees.

Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Franchisee under the terms of this Renewal Franchise and shall contain the following endorsement:

It is hereby understood and agreed that this insurance policy/performance bond shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Franchising Authority shall enforce the Franchisee's compliance with the terms and conditions of this Renewal Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 *infra*.

Section 11.2---NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal Franchise.

Section 11.3---EMERGENCY REMOVAL OF PLANT

If, in case of fire or disaster in the Town at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Franchisee provided the Town contacts the Franchisee prior to its actions.

Section 11.4---REMOVAL AND RELOCATION

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same, which reasonable cost the Franchisee shall reimburse to the Town provided the Town contacts the Franchisee prior to its actions.

Section 11.5---INSPECTION

Upon written notice to the Franchisee, except in the case of an emergency, the Franchising Authority and/or its designee(s) shall have the right to inspect the plant, equipment or other property of the Franchisee in the Town during normal business hours. The Franchisee may be present, and shall fully cooperate with the Franchising Authority, during such inspection(s).

Section 11.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

**DETERMINATION OF BREACH
LIQUIDATED DAMAGES-FRANCHISE REVOCATION**

Section 12.1---DETERMINATION OF BREACH

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several material provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

(b) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(c) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, and provide written evidence of the same, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at thirty (30) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Franchising Authority shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing. Within thirty (30) days after said public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Renewal Franchise.

(e) In the event that the Franchising Authority, after such hearings, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies:

Town of Chester, New Hampshire Cable Television Renewal Franchise

- (i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
 - (ii) seek specific performance of any provision of the Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
 - (iii) commence an action at law for monetary damages;
 - (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
 - (v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;
 - (vi) invoke any other remedy available to the Town.
- (f). Franchisee shall have the right to appeal any decision of the Town to a court of competent jurisdiction.

Section 12.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee receives written notice, by certified mail, pursuant to Section 12.1(a) above, of the provision(s) which the Franchising Authority believes to be in default, unless cured pursuant to Section 12.1(c) above.

(1) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of the Renewal Franchise in accordance with Article 3 herein, Two Hundred Dollars (\$200.00) per day, for each day that such non-compliance continues.

(2) For failure to comply with the PEG Access provisions in accordance with the provisions of Article 7 herein, One Hundred Dollars (\$100.00) for each day that any such non-compliance continues.

(3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.3 and Exhibit 8 infra, Seventy-five Dollars (\$75.00) for each day that any such non-compliance continues.

(4) For failure to submit reports, pursuant to Article 14 herein, fifty dollars (\$ 50.00) per day that said reports are not submitted as required.

(5) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Franchisee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 9.2 herein, fifty dollars (\$ 50.00) per day that such non-compliance continues.

(b) Such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal Franchise and applicable law, including penalties or revocation, or any other statutorily or judicially imposed penalties or remedies.

Section 12.3---REVOCATION OF THE RENEWAL FRANCHISE

In the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

Section 12.4---TERMINATION

The termination of this Renewal Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.2 above; or (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority.

Section 12.5---NON-EXCLUSIVITY OF REMEDY

No decision by the Franchising Authority or the Town to invoke any remedy under the Renewal Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 12.6---NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Franchising Authority to exercise, and no delay in exercising, any right in this Renewal Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal Franchise shall impair any of the rights of the Franchising Authority under applicable law, subject in each case to the terms and conditions in this Renewal Franchise.

(c) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise at any other time in the event that such breach has not been cured, or with respect to any other breach by the Franchisee.

(d) Acceptance of the terms and conditions of this Renewal Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---TELEPHONE ACCESS

(a) The Franchisee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(1)(A)-(D), and attached hereto as *Exhibit 6*. Under Normal Operating Conditions, as defined, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(b) The Franchisee shall maintain a business office no further away from the Town than is the current office, as of the Execution Date of this Renewal License. The business-customer service office shall have a publicly listed local or toll-free telephone number. The office will be open during Normal Business Hours and any additional hours as the Franchisee deems necessary to accommodate the Subscribers of the Town.

Section 13.2---NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE

As set forth in R.S.A. 53-C: 3-d, annually, the Franchisee shall mail to each of its Subscribers a notice which:

(a) Informs Subscribers how to communicate their views to the Franchisee and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau; and

(b) States the responsibility of the Office of the Attorney General, Consumer Protection and Antitrust Bureau to receive and act on consumer complaints.

Such notice shall be in non-technical language, understandable by the general public, and in a convenient format. On or before January 30 of each year, the Franchisee shall certify to the Franchising Authority and to the Office of the Attorney General, Consumer Protection and Antitrust Bureau that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

Section 13.3---CONSUMER SALES STANDARDS

The Franchisee shall, in soliciting prospective customers for Cable Service(s), provide full and complete information concerning its available Cable Services and shall provide the following:

Town of Chester, New Hampshire Cable Television Renewal Franchise

- (a) A description of each level of Service in detail;
- (b) A description of each level of Service, including the number of channels, Programming and exact price;
- (c) A description of all premium services and prices thereof;
- (d) A description of the lowest cost Service in an objective manner;
- (e) A description of billing policies and procedures; and
- (f) A summary for the prospective customer what the total bill could be expected to be for requested Service.

Section 13.4---BILLING PRACTICES INFORMATION AND PROCEDURES

- (a) Billing procedures shall be as follows:

{i} The Franchisee shall bill all Subscribers to its Cable Television System in a uniform, non-discriminatory manner, regardless of a Subscriber's level of Service(s). The bill shall have an explicit due date.

{ii} The Franchisee shall provide all Subscribers with itemized bills that contain the information required by federal law and/or regulation.

{iii} Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the due date, and shall not be imposed should a bona fide dispute arise concerning a Subscriber's bill.

{iv} Subscribers shall have thirty (30) days from the due date of a bill in which to register a complaint or dispute concerning said bill.

{v} In the event that a bona fide billing dispute arises, the Franchisee shall respond to each Complaint within fifteen (15) days of receiving a written notification of said dispute from the Subscriber and shall make its best efforts to resolve each dispute within forty-five (45) days of receiving a written notification of said dispute from said Subscriber. If said dispute cannot be settled within the forty-five (45) day period and/or the results of the Franchisee's investigation into said dispute are unacceptable to the Subscriber, the Franchisee shall notify, and deliver to, the affected Subscriber its proposed resolution of the dispute within one (1) day of the expiration of said forty-five (45) day period.

{vi} The affected Subscriber shall be responsible for paying only that portion of the bill that is not in dispute. In no event shall the Franchisee, prior to the resolution of a billing dispute, disconnect, assess a late payment charge or require payment of a late payment charge from the Subscriber for failure to pay bona fide disputed bills, or portions thereof, provided the Subscriber notifies the Franchisee of said dispute within thirty (30) days following the beginning of the billing period for which service was rendered under the disputed bill.

Section 13.5---DISCONNECTION AND TERMINATION OF CABLE SERVICES

In no event shall the Franchisee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency. In no event shall such disconnection or termination for nonpayment occur in less than forty (40) days after a bill is due.

Section 13.6---RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

(a) The Franchisee shall respond to all requests for Service that are received under Normal Operating Conditions, as defined in 47 C.F.R. §76.309 (See *Exhibit 6* attached hereto) on a first-come, first-served basis Monday through Friday. Such requests shall be handled immediately, if possible, but in all instances, within twenty-four (24) hours of the original call. Verification of the problem and, where possible, resolution, shall occur within forty-eight hours. In all cases, the Franchisee's resolution of the problem shall occur within four (4) days of the Subscriber's request.

(b) Calls for repair service after Normal Business Hours and on Saturdays, Sundays and holidays shall be scheduled by the Franchisee's personnel according to normal repair service policies.

(c) The Franchisee shall ensure that there are stand-by personnel on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by personnel of an unusual number of calls or a number of similar Complaint calls or a number of calls coming from the same area.

Section 13.7---COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of billing and privacy disputes and Complaints by Subscribers. The Franchisee shall provide, on an annual basis, a written description of said procedures to all Subscribers, as well as the Franchising Authority.

(b) Upon request, the Franchisee shall provide written information to the Franchising Authority regarding Subscriber Complaints in Chester.

(c) If the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Franchisee, provided that the Subscribers make a good faith effort to comply with the Franchisee's procedures specified in paragraph (a) above for the resolution of Complaints.

(c) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved subscriber Complaints, the Franchising Authority and the Franchisee may discuss appropriate amendments to this Renewal Franchise.

Section 13.8---CHANGE OF SERVICE

Upon notification by a Subscriber to disconnect or downgrade Service, the Franchisee shall cease and/or adjust said Subscriber's monthly Service charges immediately or as of the Subscriber's specified disconnect or downgrade date. In no case shall said Subscriber be charged for Service(s) requested to be changed after the Franchisee is notified of said change(s). In the event that Subscribers request disconnection or downgrade of Service(s), the Franchisee's charges, if any, shall comply with applicable federal law or regulation.

Section 13.9---LOSS OF SERVICE-SIGNAL QUALITY

The Franchisee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable Television System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Franchising Authority shall, after giving the Franchisee fourteen (14) days notice and an opportunity to cure said deficiency, order the Franchisee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Franchisee may request additional time from the Franchising Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Franchising Authority and the Franchisee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 13.10---EMPLOYEE AND AGENT IDENTIFICATION CARDS

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Franchisee.

Section 13.11---PROTECTION OF SUBSCRIBER PRIVACY

The Franchisee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and, pursuant to applicable federal law, shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

Section 13.12---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide Cable Service to a Subscriber and at least once a year thereafter, the Franchisee shall provide all Subscribers with the written notice required in Section 631(a)(1) of the Cable Act.

Section 13.13---MONITORING

Except as otherwise permitted by applicable law, neither the Franchisee or its agents nor the Town or its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Franchisee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, or billing for Pay Services. The Franchisee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee, other than as permitted herein. The Franchisee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Franchisee shall destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 13.14---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Upon request, the Franchisee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Franchisee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Franchisee a copy of any or all of the personal subscriber information regarding him or her maintained by the Franchisee. The Franchisee may require a reasonable fee for making said copy.

(c) A Subscriber may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information, shall be directed to the Franchisee's General Manager.

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the Town any information regarding the Franchisee, its business and operations, with respect to the Cable System, any Service, pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) The Franchisee reserves the right to withhold any documents it deems proprietary.

Section 14.2---CABLE SYSTEM INFORMATION

Upon written request of the Town, the Franchisee shall file no more than annually, with the Franchising Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

Section 14.3---IN-HOUSE TELEPHONE REPORTS

Upon written request, on no more than a semi-annual basis, the Franchisee shall make available to the Franchising Authority copies of all in-house telephone reports that track the activity and effectiveness of the Franchisee's telephone system

Section 14.4---SUBSCRIBER COMPLAINT LOG

(a) The Franchisee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years.

(b) Such record(s) shall contain the following information for each Complaint received:

- (i) Date, time and nature of the Complaint;
- (ii) Investigation of the Complaint; and
- (iii) Manner and time of resolution of the Complaint.

(iv) If the Complaint regards equipment malfunction or the quality of reception, the Franchisee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.

(v) The Franchisee shall make available to the Franchising Authority records of such Complaints, as allowed by applicable law.

Section 14.5---INDIVIDUAL COMPLAINT REPORTS

The Franchisee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 14.6---OUTAGE LOG

The Franchisee shall maintain an outage log showing the date, approximate time, duration, type and probable cause of all Headend, Trunk and/or Distribution line service failures due to causes other than routine testing or maintenance at reasonable times. Said logs shall be provided to the Franchising Authority, or its designee, and maintained by the Franchisee for a period of not less than three (3) years.

Section 14.7---ANNUAL PERFORMANCE TESTS

Upon request, the Franchisee shall provide copies of its Chester Cable System performance tests to the Franchising Authority in accordance with FCC regulations, as set out in 47 C.F.R. Section 76.601 et seq.

Section 14.8---QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall have the right and authority to require the Franchisee to test, analyze and report on the performance of the Cable System. The Franchisee shall fully cooperate with the Franchising Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (1) the nature of the complaint or problem which precipitated the special tests;
- (2) the System component tested;
- (3) the equipment used and procedures employed in testing;
- (4) the method, if any, in which such complaint or problem was resolved; and
- (5) any other information pertinent to said tests and analysis which may be required.

(c) At the end of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Franchising Authority. Such tests shall be supervised by a professional engineer at terms satisfactory to both the Franchisee and the Franchising Authority; provided, however, that the Franchisee shall receive fourteen (14) days notice and a reasonable opportunity to cure. The Franchisee shall pay for the costs of such engineer only if the tests performed show that the quality of Service is below the FCC's Technical Standards.

Section 14.9---INVESTIGATION

The Franchisee shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a Town governmental agency.

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee shall comply with all applicable State and federal laws regarding Equal Employment Opportunity.

Section 15.2---NON-DISCRIMINATION

The Franchisee shall adhere to all federal, State and local laws prohibiting discrimination in employment practices.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 16.2---CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such captions shall not affect the meaning or interpretation of the Renewal Franchise.

Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal Franchise 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 the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

Section 16.4---RENEWAL FRANCHISE EXHIBITS

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise.

Section 16.5---WARRANTIES

The Franchisee warrants, represents and acknowledges, that, as of the Execution Date of this Renewal Franchise:

(a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;

(b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise; and

(c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Renewal Franchise.

Section 16.6---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall include, but not be limited to, the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment and/or materials beyond the control of the Franchisee.

Section 16.7---REMOVAL OF ANTENNAS

The Franchisee shall not remove any television antenna of any Subscriber but shall offer to sell to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 16.8---SUBSCRIBER TELEVISION SETS

The Franchisee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Franchisee may make adjustments to television sets in the course of normal maintenance.

Section 16.9---APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to, and are enforceable against, the Town, the Franchisee, and their respective successors and assignees.

Section 16.10---NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) or overnight delivery service to the Board of Selectmen, Town of Chester, PO Box 275, Chester, NH 03036, as well as the Town Attorney, and/or such other address as the Franchising 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 the General Manager, Adelpia Communications Corporation, 322 Nashua Road, Londonderry, N.H. 03053, and Adelpia Cable Communications, Attention Legal Department, 1 North Main Street, Coudersport, PA 16915 or such other address as the Franchisee may specify in writing to the Franchising 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 of such notice(s).

(b) All required notices shall be in writing.

Section 16.11---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Franchisee acknowledges the Town's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise.

Section 16.12---NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Issuing Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief. Nothing herein is intended to invalidate Section 635(A)(b), (c) and (d) of the Cable Act.

Section 16.13---TERM

Except as otherwise provided here, all obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the Execution Date of this Renewal Franchise and shall continue for the term of the Renewal Franchise as described in Section 2.2.

EXHIBITS

EXHIBIT 1

SIGNAL CARRIAGE

The Franchisee shall provide throughout the term of the Renewal Franchise the following broad categories of Programming Services:

- Broadcast Stations
- Access Channels
- Family Programming
- Sports
- News and Weather Programming
- Variety Programming
- Cultural and Arts Programming
- Music Programming
- Educational and Children's Programming
- Government
- Financial and Business Programming

EXHIBIT 2

**FREE CONNECTIONS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS**

The following public buildings, and all new public buildings built and/or otherwise occupied during the term of the Renewal Franchise, shall receive one Drop and the monthly Basic Cable Service, at no charge to the Franchising Authority or the designated institutions below:

Chester Academy, Murphy Drive

Chester Town Office, 84 Chester Street

Steven's Memorial Hall, 1 Chester Street

Town Office Annex, 5 Chester Street (not US Post Office)

Chester Police Department, 84 Chester Street

Chester Public Library, 3 Chester Street

Chester Fire Department, Murphy Drive

Any new Town administration buildings, public primary and secondary schools, and public libraries provided such buildings are located within one hundred fifty (150) feet of Franchisee's existing distribution plant.

EXHIBIT 3

CABLE MODEM SERVICES TO SCHOOLS AND LIBRARIES AT NO CHARGE

Chester Academy, Murphy Drive

Chester Public Library, 3 Chester

Any new primary or secondary school, or public library provided such building is located within one hundred fifty (150) feet of Franchisee's existing distribution plant.

EXHIBIT 4

ORINATION SITES

Chester Academy, Murphy Drive
Chester Town Office, 84 Chester Street

EXHIBIT 5

**GROSS ANNUAL REVENUES REPORTING FORM
TOWN OF CHESTER, NEW HAMPSHIRE**

Cable Company: **Adelphia** Cablevision Corporation, d/b/a Adelphia Cable Communications

Municipality: Chester, New Hampshire

Revenue Period: Circle Appropriate Period

- + February 15th for the previous three (3) month period from October 1st through December 31st;
- + May 15th for the previous three (3) month period from January 1st through March 30th;
- + August 15th for the previous three (3) month period from April 1st through June 30th;
- + November 15th for the three (3) month period from July 1st through September 30th.

Year: _____

Description	Revenues
Basic Service	0.00
Cable Value/Sit	0.00
SA Digital Programming	0.00
Non Standard (Bulk)	0.00
Cable Modem	0.00
Premium Channels	0.00
Cinemax	0.00
HBO	0.00
Music S&S	0.00
Playboy	0.00
SA Digital	0.00
Showtime	0.00
Starz	0.00
TMC	0.00
Golf Channel	0.00
Pay Per View	0.00
Installs	0.00
Converters	0.00
Remotes	0.00
Late Charges	0.00
Hospital	0.00
Miscellaneous	0.00
Advertising	0.00
Home Shopping / QVC	0.00
Gross Annual Revenues	\$ _____
Franchise Fee Percentage	1%
Franchise Fee Due/Enclosed	\$ _____

EXHIBIT 6

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(a) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 7

SIGNAL QUALITY MAINTENANCE SCHEDULE

FCC Title 47, Chapter I, Part 76, attached

SIGNATURE PAGE

In Witness Whereof, this Renewal Franchise is hereby issued by the Board of Selectmen of the Town of Chester, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Harron Cablevision of New Hampshire, Inc., d/b/a Adelpia Cable Communications at Chester, New Hampshire.

THE TOWN OF CHESTER

Chairman, Jerome Gesel

Maureen Lein

Charlotte Lister

Stephen Landau

Robert Jeans, Jr.

By: The Chester Board of Selectmen

Date:

**ADELPHIA CABLEVISION CORP.
D/b/a Adelpia Cable Communications**

By:

Title:

Date:

Date: