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*Via Federal Express*  
July 20, 2005

PETER J. EPSTEIN  
WILLIAM AUGUST

Clairma Matherne  
Acting City Manager  
Biddeford City Hall  
205 Main Street  
Biddeford, ME 04005

Re: Transmittal of Original, Fully Executed Cable Renewal Contract/Franchise

Dear Clairma:

Enclosed please find fully executed, original cable renewal franchise as recently negotiated by the City of Biddeford and Time Warner Cable. City Councilor Wayne McBrearity, the Council's cable liaison to the Cable Committee, asked me to send this original to your attention. As one of only two originals of the franchise, please retain the document as needed and make copies as needed for the City's cable files. I would appreciate it if you alert Wayne upon receipt, as he has been monitoring this process closely.

Thank you. As always, feel free to call with any questions whatsoever.

Very truly yours,

  
Bill August

Enc.

**STATE OF MAINE  
CITY OF BIDDEFORD**

**RENEWAL CABLE TELEVISION FRANCHISE ISSUED TO  
Time Warner Entertainment Company, L.P.**

## INTRODUCTION

- >
- > WHEREAS, Time Warner Entertainment Company, L.P., (hereinafter "Franchisee" or "Time Warner Cable") is the duly authorized holder of a franchise to operate a Cable System in the City of Biddeford, Maine (hereinafter the "City"), as amended, said franchise having originally commenced on October 22, 1993 as previously issued to TCI of Southern Maine, Inc.
  
- > WHEREAS, Franchisee filed a written request for a renewal of its franchise by letter dated January 9, 2001, in conformity with the Cable Communications Policy Act of 1984;
  
- > WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment regarding the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;
  
- > WHEREAS, the City Council, as the Franchising Authority, finds that the renewal of Franchisee's franchise is appropriate in light of its past performance and its renewal proposal with the parties having negotiated a mutually beneficial renewal framework as set forth in this Renewal Franchise;
  
- > NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions, as set forth herein.

**ARTICLE 1**  
**DEFINITIONS**

**Section 1.1 - DEFINITIONS**

For the purpose of this Franchise, the following words, 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 and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

Access Channel - A video programming channel which Franchisee makes available to the Franchising Authority without cost to the User or City for the purpose of transmitting non-commercial, not-for-profit programming by members of the public, City department and agencies, public schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

Access Designee: The entity or entities, or person(s) as may be designated by the Franchising Authority, and pursuant to the terms herein, for the purpose of operating and managing the use of Public Access funding, equipment and channels on the cable television system in accordance with 47 United States Code 531 and the terms herein.

Cable Communications Policy Act of 1984 ("CCPA" or "Cable Act"): Public Law No. 98-549, 98 Stat. 2779 (1984), amending the Communications Act of 1934, and effective on December 29, 1984, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law No. 102-385 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996).

Cable Service: The 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 programming which Franchisee may make available to subscribers generally, in accordance with the Cable Act.

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 City.

Channel: A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal

City: The City of Biddeford, Maine, a body corporate and politic located in York County in the State of Maine.

Downstream Channel: A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

Educational Access: The specific channel, or time allocated on an Access Channel and the programming thereon on the Cable System which has been allocated for use by educational organizations and institutions in the City of Biddeford, and the use thereof, to present non-commercial, not-for-profit educational programming or information as determined by the Franchising Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Effective Date: July 7, 2005

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

Franchisee: Time Warner Entertainment Company, L.P., doing business as Time Warner Cable, or any successor or transferee in accordance with the terms and conditions in this Franchise.

Franchising Authority: The City Council of the City of Biddeford, Maine.

Government Access: The channel, or time allocated on an Access Channel, and the programming thereon on the Cable System which has been allocated for use by the City of Biddeford, the Franchising Authority or their designee(s), and the use thereof, to present non-commercial, not-for-profit programming or information and determined by the Franchising Authority, and in accordance with 47 U.S.C. 531 and the terms hereof.

Gross Annual Revenues: All revenue received by Franchisee from operation of the Cable System within the City of Biddeford to provide Cable Service, including but not limited to subscriber cable service charges, installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues as prorated to include those attributable to the Biddeford Cable System, leased access revenues, home shopping revenues and any other revenues from the operation of the cable television system in the City of Biddeford to provide Cable Service; provided, however, that gross annual revenues shall not include, to the extent consistent with Generally Accepted Accounting Principles ("GAAP"), adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks charges, late fees and asset sales when such sales do not occur in the ordinary course of business. Franchisee shall include Cable Modem or Internet revenues within Gross Revenues if Congress, F.C.C. or court of competent jurisdiction binding in the State of Maine rules that such revenues are permitted to be counted in such gross revenue calculations under Title VI of the Communications Act.

Leased Access Channel: Any channel available for lease for programming by persons other than Franchisee subject to and in accordance with 47 U.S.C. 532.

Local Origination: Local programming produced by the Franchisee and/or its staff.

Municipal Access Channel: Any channel, or time allocated on an Access channel, which has been allocated for use by the Franchising Authority or his/her designee for

non-commercial, not-for-profit access programming purposes in accordance with 47 United States Code 531 and the terms herein.

Pay Cable or Premium Cable Services: Programming delivered for a fee or charge to subscribers on a per-channel basis or as a package of services, not including basic service and other regulated tiers.

Prior Franchise: The Cable Television Franchise in effect prior to the execution of this Renewal Franchise, for the period October 22, 1993 through October 21, 2003 previously issued to TCI of Southern Maine, Inc.

Public Access: Any specific channel, or time allocated on an Access Channel, on the Cable System which has been allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial, not-for-profit programming in accordance with 47 U.S.C. 531 and the terms hereof.

Public, Educational and Government Access ("PEG Access"): The right or ability of any Biddeford residents or organizations, schools and governmental entities to use designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal Franchise.

Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the City now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose without applicable legally required permits, or that the Franchisee shall gain or be permitted to

exercise any rights to use property in the City greater than those already possessed by the City.

**Upstream Channel:** A channel over which signals travel over the Cable System to the headend from remote points of origination.

**ARTICLE 2**  
**GRANT AND TERM OF FRANCHISE**

**Section 2.1 - GRANT OF FRANCHISE**

Pursuant to the franchise renewal provisions of the federal Cable Act, 47 U.S.C. 546 and 30-A M.R.S.A. s.3008 and s.3010, and subject to the terms and conditions set forth herein, the City Council, as the Franchising Authority of the City, hereby grants a non-exclusive cable television renewal franchise to Franchisee, authorizing and permitting Franchisee to continue to operate, maintain, upgrade, install, extend and construct a Cable System within the corporate limits of the City of Biddeford.

**Section 2.2 - RIGHTS AND PRIVILEGES OF FRANCHISEE**

Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee, the right to construct, upgrade, install, operate and maintain a Cable System in, under, over, along, across or upon the Public Ways of the City of Biddeford within its municipal boundaries and subsequent additions thereto for the purpose of operating a Cable System subject to and in accordance with all applicable laws.

**Section 2.3 - APPLICABLE LAW**

This Franchise is granted under, in compliance with and subject to 30-A M.R.S.A. s.3008 and s.3010 and the laws of the State of Maine and in compliance with applicable federal law, including, but not limited to, all rules of the Federal Communications Commission ("FCC"), as amended, and in compliance with and subject to all other state and federal laws, regulations and/or ordinances or by-laws in force and effect during the period for which this Franchise is granted. Any reference herein to federal and state laws, by-laws and ordinances, whether statutory or regulatory, shall be deemed to encompass the present terms thereof as amended from time to time during the franchise term and the

Franchising Authority reserves such rights as may arise pursuant to such amendments, if any.

**Section 2.4 - TERM OF RENEWAL FRANCHISE**

The term of this non-exclusive Renewal Franchise shall be for a period of fifteen 15 years and shall terminate at midnight on July 7, 2020.

**Section 2.5 - TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE**

(a) This Franchise or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any person, company or other entity holding such Franchise to any other person, company or other entity, without the prior consent of the Franchising Authority, which consent shall not be unreasonably or arbitrarily withheld. The application for transfer consent shall be signed by Franchisee and by the proposed transferee or assignee.

(b) Any transfer or assignment of franchise shall, by its terms, be expressly subject to the terms and conditions of this Renewal Franchise and obligations, if any, arising from the award of this Renewal Franchise. Any transferee or assignee of this Renewal Franchise shall be subject to the terms and conditions contained in this Renewal Franchise.

(c) The Franchisee shall submit to the Franchising Authority four (4) copies, unless otherwise directed or as specified under applicable federal law, of the franchise transfer application, including any forms required by applicable law.

(d) In the event of a franchise transfer application being filed with the Franchising Authority, the Franchising Authority may consider in connection therewith the proposed transferee's financial, legal and technical ability, the transferee's assumption of the obligations of this Renewal Franchise and its willingness to comply with same.

(e) Upon written request of the franchising authority or its designee, Franchisee shall remit for franchise transfer administrative costs not less than \$2,500.00, however such expense may be credited against the annual franchise fee payment otherwise due hereunder.

(f) Notwithstanding anything to the contrary herein contained, no consent shall be required for a transfer to an entity controlling, controlled by or under the same common control as Franchisee.

#### **SECTION 2.6 - NON-EXCLUSIVITY OF 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 streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable System within the City of Biddeford; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses, provided however, that if the City grants an additional franchise for the provision of video services in the City, the same shall not contain terms and conditions that are *materially* less burdensome or more favorable than those outlined herein, including equivalent service area requirements, non-discriminatory build-out in a reasonable time frame, PEG obligations, franchise fee as a percentage and a definition of gross annual revenues equivalent to the definition herein, provided federal and state law do not prohibit the City from requiring the foregoing.

#### **Section 2.7 - POLICE AND REGULATORY POWERS**

By executing this Franchise, Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances and bylaws necessary to the safety and welfare of the public and of general applicability. Franchisee shall comply

with all applicable laws and ordinances enacted by the Franchising Authority pursuant to any such powers.

#### **Section 2.8 - REMOVAL OR ABANDONMENT**

Upon termination of this Franchise by passage of time, franchise revocation or otherwise, and unless Franchisee renews its Franchise for another term or Franchisee transfers the Cable System to a transferee approved by the Franchising Authority, Franchisee shall remove 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 completed within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned. Notwithstanding this Section, to the extent federal law applies pursuant to Section 2.9 (Proceedings Upon Expiration or Revocation), the applicable provisions of federal law (47 U.S.C. 547) shall govern.

#### **Section 2.9 - PROCEEDINGS UPON EXPIRATION OR REVOCATION**

In the event that this Franchise is revoked, and all appeals have been exhausted, or that it expires, and the Franchising Authority determines to deny renewal of this Franchise in accordance with the provisions of Federal law and all appeals have been exhausted, the Franchising Authority and the Franchisee shall implement the provisions of Section 627 of the Cable Act, 47 U.S.C. 547, by transferring the Cable System to the City or a subsequent Franchisee in accordance with 47 U.S.C. 547.

**ARTICLE 3**  
**SYSTEM DESIGN, CONSTRUCTION AND OPERATION**

**Section 3.1 - AREA TO BE SERVED**

(a) The area to be served shall continue to be the entire City of Biddeford and franchisee shall continue to make service available to all homes on public ways within the City currently receiving service. Service shall be provided to dwellings occupied by a person requesting Cable Service provided there are fifteen homes per mile as measured from Franchisee's existing distribution system and shall continue to be available on every street where dwellings currently have Cable Service available, provided that the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984.

(b) Provided Franchisee has reasonable prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame.

**Section 3.2 - SUBSCRIBER NETWORK**

(a) The Franchisee shall continue to make available to all residents of the City a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fed by means of a fiber-optic/coax transportation cable network, fully capable of carrying at least one hundred and ten (110) video channels in the downstream direction and four (4) video channels in the upstream direction. Said 750 MHz Cable System shall be designed for not less than 550 MHz, or its equivalent, of video transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, with the allocation of the analog and digital bandwidth within the 750 MHz subject to change at the discretion of the

Franchisee. The Cable System shall continue to utilize a hybrid fiber-coaxial cable architecture with fiber running to nodes within the City.

(b) The Franchisee shall not remove any television antenna of any subscriber but shall offer a device to allow subscribers to choose between cable and non-cable television reception.

(c) The Cable System shall be technically capable of transmitting City-specific access programming and Franchisee's commercial programming, provided however, Franchising Authority acknowledges it has no rights nor ability to mandate Franchisee's specific programming, however Franchising Authority reserves its rights with respect to access programming and such other programming as may be permitted by law and consistent with the provisions of this agreement.

### **Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP**

The Franchisee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the City regardless of its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Franchisee is engaged in marketing promotions. Any dwelling unit within one hundred fifty feet (150 ft.) of the cable plant and capable of an aerial installation shall be entitled to a standard installation rate, however, Franchisee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop.

### **Section 3.4 - - SERVICE TO SCHOOLS AND PUBLIC BUILDINGS**

(a) Franchisee shall provide, free of charge, one (1) drop, outlet and the Standard Service Package (if available), or if Standard Service no longer exists, Licensee shall provide a comparable level of service if available to public, state accredited schools and buildings occupied for municipal purposes located within 150' feet of its cable plant and capable of an aerial installation upon written request of the Franchising Authority. Such schools and municipal buildings shall have a standard drop capable of providing cable modem service so long as such service is available within the City. In the event that the building requires an aerial installation in excess of 150' or an underground installation, the City or School Department shall be responsible only for the installation costs over and above those associated with a 150 foot installation.

(b) Any locations in public, state-accredited schools in Biddeford, and the St. James School, and municipal-occupied buildings and the McArthur Library, which have been wired by Franchisee for service and provided cable service at no charge, or where service outlets were installed by Franchisee, shall continue to receive such activated outlets of cable service as already provided at no charge.

(c) All future newly constructed public, state accredited schools shall be provided with the standard drop (150' aerial installation) and the Standard Service Package (if available), or if Standard Service no longer exists, Licensee shall provide a comparable level of service if available.

(d) If necessary to receive the Standard Service Package, Franchisee will continue to provide a converter to existing classrooms having converters, at no charge to the City, however, in the event of vandalism or gross negligence damaging such converters, the School Department shall be responsible for same.

### **Section 3.5 - STANDBY POWER**

The Franchisee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility serving the City. Such standby power shall have continuous capability, contingent upon availability of fuel necessary to operate generators, and shall become activated automatically upon the failure of normal power supply. Upon written request by the Franchising Authority or by its designee, Franchisee shall furnish evidence to the Franchising Authority on an annual basis that such standby power has been tested annually and is in good repair.

### **Section 3.6 - TREE TRIMMING**

In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Franchisee shall avoid unnecessary damage to trees whether on public or private property in the City and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on City property shall occur except upon a permit in writing from the City Tree Warden or other person designated by the City or Department of Public Works (or Highway Department if applicable), provided that such permit is a requirement of general applicability and not specific to Franchisee or cable television operators. Franchisee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming, and in any event, shall be subject to generally applicable local ordinances or by-laws, if any, with respect to tree-trimming on public or private property.

### **Section 3.7 - UNDERGROUND WIRING OF UTILITIES**

In areas of the City having both telephone lines and electric utility lines underground, whether required by ordinance or not, Franchisee's cable and wires shall be underground. Franchisee shall comply with all applicable state and municipal laws and regulations concerning "dig-safe" requirements and laws and ordinances of general

applicability concerning street openings, street restoration, traffic management and other procedures and requirements pertaining to obtaining such street permits and permits that may be generally required for work or locating new plant under, on or over the public way. In the event Franchisee is provided reasonable notice of the excavation or trenching of a public way for purposes of conduit and/or equipment installation, it shall be Franchisee's obligation to locate its conduit and equipment in said excavation or trench where possible, (provided other utilities, not including water and sewer, are subject to the same obligation with respect to use of said excavation or trench) and in any event to respond in writing to such notice within twenty-one days as to whether such underground conduit and equipment locations are possible. If the Franchising Authority reimburses any other utility (other than water and sewer) for relocating its facilities, Franchisee shall be similarly reimbursed.

### **Section 3.8 - PEDESTALS AND VAULTS**

In any cases in which vaults housing devices or pedestals or other street surface structures are to be utilized, in the City Public Ways or within the City public layout, such equipment must be in accordance with generally applicable City or Public Works Department, or similar department, laws or regulations; at City approved locations to be determined when Franchisee applies for applicable permits or authorizations, as may be authorized by the City subject to requirements of general applicability. In any event, Franchisee will comply with City ordinances or by-laws and regulations of general applicability with respect to the foregoing.

### **Section 3.9 - PRIVATE PROPERTY**

Franchisee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the City. 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 System at its sole cost and expense.

### **Section 3.10 - RESTORATION TO PRIOR CONDITION**

Whenever the Franchisee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to the approval and in accordance with the requirements of the City's Department of Public Works (or Highway Department if applicable) or their designee. If the Franchisee fails to make such restoration within a reasonable time, the City may fix a reasonable time and notify the Franchisee in writing of the restoration required and the time fixed for performance. Upon failure of the Franchisee to comply within the time specified, the City may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Franchisee upon demand by the City.

### **Section 3.11 - COOPERATION WITH BUILDING MOVERS**

The Franchisee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the City, temporarily raise or lower its lines to permit the moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be borne by the party requesting such relocation.

### **Section 3.12 - RELOCATION OF FACILITIES**

The Franchisee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the City for reasons such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Franchising Authority

shall treat Franchisee and other affected utilities in a non-discriminatory manner. If Franchising Authority reimburses any utility (not including water and sewer) for such relocation, Franchisee shall be similarly reimbursed.

### **Section 3.13 - RELOCATION OF FIRE ALARMS**

The Franchisee shall reimburse the City at cost for any reasonable expense including materials and labor caused by relocation of any fire alarm cable or equipment to make poles ready for Franchisee's cable. The City shall cooperate in this relocation so as to minimize delay in Franchisee's construction schedule.

### **Section 3.13 - SERVICE INTERRUPTION; REBATES**

Franchisee may interrupt service for the purpose of repairing, upgrading or testing the Cable System only during periods of minimum use, except when required for exigent technical reasons. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal Franchise and applicable law, including FCC customer service regulations.

### **Section 3.14 - CONSTRUCTION AND MAINTENANCE STANDARDS**

(a) The Franchisee shall construct and operate a Cable System and render service to subscribers consistent with all applicable federal and state regulations during the term of this Franchise. The construction, maintenance and operation of the Cable System for which this Franchise is granted shall therefore be in conformance with, among other things, the applicable provisions of the National and Maine Electrical Codes, the National Electrical Safety Code, the National Television Standards Code and the rules and regulations of the Occupational Safety and Health Administration (OSHA), the FCC and such other federal and state agencies or departments that have lawful jurisdiction with respect to matters herein. Upon written request of the Franchising Authority, copies of

any technical performance tests that may be required under FCC rules and regulations shall be submitted to the City.

(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the City, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

### **Section 3.15 - RIGHT OF INSPECTION**

(a) In the event the Franchising Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this Franchise, the Franchising Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Franchise and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Franchise and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable notice to Franchisee except that inspection of cable wires in plain view on a Public Way that does not require touching or contacting Franchisee's facilities shall not require any such notice. Franchisee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Franchisee's operations.

(b) Any tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Franchisee. In the event that such tests or inspections find Franchisee in non-compliance with generally applicable construction and electrical codes, and other generally applicable requirements, Franchisee shall reimburse the City's reasonable inspection costs from franchise fees that are owed pursuant to Article 5 of this Franchise.

### **Section 3.16 - EMERGENCY REMOVAL OF PLANT**

If, at any time, in case of fire or emergency in the City, it shall become necessary in the reasonable judgment of the Franchising Authority, Police or Fire Department or their lawful designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System in the course of such fire or emergency, the City shall have the right to do so at the sole cost and expense of Franchisee. Nothing herein shall limit Franchisee, where applicable, from seeking reimbursement under any applicable government program providing for reimbursement, including but not limited to Federal Emergency Management Agency ("FEMA") programs.

### **SECTION 3.17 – EMERGENCY AUDIO ALERT**

The Franchisee's emergency alert system ("EAS") shall comply with FCC and state regulations. The Franchisee shall, upon request of the Franchising Authority, test and report on the foregoing emergency communications capabilities and provide the City with information as reasonably requested relative to emergency communications capabilities.

**ARTICLE 4**  
**RATES AND PROGRAMMING**

**Section 4.1 - INITIAL RATES**

The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this Franchise are listed in Schedule 4.1 attached hereto. These rates are provided for informational purposes only and are subject to change at Franchisee's sole discretion pursuant to applicable law.

**Section 4.2 - RATE RE-REGULATION**

The Franchising Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

**Section 4.3 - PROGRAMMING CATEGORIES**

Franchisee has offered and shall provide the following cable services:

- (1) the broad categories of broadcast stations, satellite services and other cable services set forth in Schedule 4.3 attached hereto;
- (2) PEG Access channel(s) required by Article 5 (Community and PEG Access Programming) of this Franchise.

**Section 4.4 - PROGRAMMING TIERS**

The initial programming and services offered by Franchisee are listed in Schedule 4.4, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Franchisee's discretion, except with respect to provision of access channel(s) and pursuant to applicable Federal and State law.

#### **Section 4.5 - LEASED ACCESS**

Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Franchisee will make available channel capacity for commercial use by persons unaffiliated with Franchisee. Upon request, Franchisee shall provide interested persons and the Franchising Authority a copy of its current leased access policy with current rates and terms for commercial leased access.

#### **Section 4.6 - STEREO TV TRANSMISSIONS**

All signals received by Franchisee in stereo shall be cablecast in stereo. Franchisee shall transmit signals in the format transmitted to Franchisee to provide close captioning, in accordance with applicable federal law.

#### **Section 4.7 - CHANNEL LINEUP**

Franchisee shall notify the Franchising Authority and subscribers 30 days in advance of each change in programming services involving deletion or addition of one or more channels where the giving of such notice is within its control and as set forth below. However, with respect to significant programming changes, advance notice may include 30 day advance notice by newspaper, bill insert/message or letter, but in every case shall include a letter, bill insert/message or mailing to each subscriber at least 15 days prior to the change. In the event the channel lineup is changed during the term of the Franchise, Franchisee shall make available to any requesting subscriber an updated channel lineup and will mail same to them upon subscriber request.

#### **Section 4.8 - REMOTE CONTROLS AND CONVERTERS/RECEIVERS**

In accordance with Federal law, Franchisee shall allow subscribers to purchase, from parties other than the Franchisee, and to utilize remote control devices which are deemed compatible with the converter installed by Franchisee. Franchisee may require a

separate reasonable charge for use of the remote control capacity of its converter. As required by applicable Federal law, Franchisee shall allow subscribers to purchase tuning (not descrambling) converters and/or receivers from parties other than the Franchise if compatible with the Cable System.

**Section 4.9 EXTERNALIZATION OF PEG RELATED CAPITAL COSTS**

To the extent Franchisee can externalize and pass-through PEG Access related capital costs and other franchise required capital costs subject to pass-through and externalization, said costs shall be passed through in accordance with Federal law.

## **ARTICLE 5**

### **PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS AND INSTITUTIONAL NETWORK**

#### **Section 5.1 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS**

Public, educational and governmental ("PEG") Access Programming and facilities and equipment shall be provided pursuant to the provisions of this Article 5, 47 U.S.C. s.531, and this Agreement.

#### **Section 5.2 –PUBLIC ACCESS TO THE CABLE SYSTEM**

(a) Any resident of Biddeford, or any organization based in Biddeford, shall have the right to place programming on the Biddeford Cable System Access channel(s) subject to rules established by the Access Designee and the provisions of this Agreement. Such rules shall be subject to review and consent of the Franchising Authority. Such rules may condition access to equipment and facilities upon completion of a training program, or upon certification of proficiency by the Access Designee.

#### **Section 5.3—ACCESS CHANNELS AND FACILITY**

(a) Franchisee shall provide the City with up to three (3) PEG Access channels on the subscriber network for Biddeford PEG access uses only. The City presently has and will continue to have the use of an analog Access channel except as provided herein. Within ninety (90) days of the Effective Date of this Agreement, Franchisee shall make available an additional Access channel for the City's use which channel shall be digital.

Grantee shall provide the outreach resources outlined in Schedule 5.3(a) to promote the digital access channel.

In the event each of the foregoing channels is programmed seventy-five percent (75%) of the time from ten a.m. to ten p.m. Monday through Saturday for six consecutive months, Franchisee shall provide a third access channel which shall be digital. To be counted toward the program utilization formula triggering the third channel, only that access programming on each of the two channels that is locally produced in Biddeford, original, full-motion video, non-duplicated, and non-character generated shall qualify. In the event either of the first two channels is programmed less than seventy-five percent (75%) of the time from ten a.m. to ten p.m. Monday through Saturday for six consecutive months, the third access channel shall revert to Franchisee. To be counted toward the program utilization formula triggering reversion of the third channel to Franchisee, only that access programming that is locally produced, original, full-motion video, non-duplicated, and non-character generated shall qualify.

Franchisee shall make available a digital box without charge to those customers that do not have a digital box and specifically request the same in order to view the access programming available on the digital channel. Said box shall permit the viewing of programming on the digital access channel with a signal quality comparable to that of any other digital channel except Licensee is not responsible for signal quality problems arising from production quality. If a customer that has obtained a box pursuant to the foregoing later subscribes to, or orders, a service that requires a box, a monthly charge shall be instituted for the box. In the event Franchisee's system becomes all digital, all access channels shall be digital.

(b) To facilitate municipal meeting and other municipal access coverage, and coverage of other municipal meetings, Franchisee shall install a remote controllable camera system and associated equipment at the City Council Chambers, for City Council and other municipal meeting coverage, with the equipment set forth in Schedule 5.3(c). Said installation shall be completed ninety days from a written Franchising Authority request for same. Franchisee shall consult with the Franchising Authority and Access Designee concerning such meeting room installations to identify mutually acceptable locations for said equipment and the 90 day installation period may be extended to the extent additional time is needed to identify such mutually acceptable locations.

Franchisee agrees to replace, with comparable but new equipment, that equipment set forth in Schedule 5.3(c) that is not reasonably usable due to normal wear and tear. The City shall be responsible for ongoing repair and maintenance of the equipment and Franchisee shall have no obligation to replace equipment that has not been maintained in accordance with manufacturer specifications as evidenced by maintenance records or that has been damaged or stolen. Equipment allocated to the City shall be owned by the City. Franchisee agrees to provide the City the benefit of any equipment and labor warranties that may be incidental to the equipment purchased and installed hereunder and Franchisee shall, if reasonably available, provide loaner equipment if the equipment at City Hall is broken or not available for use.

The access channel(s) may be used by municipal departments and agencies to inform subscribers about City government, services and issues. Such access channel(s) shall be subject to such reasonable operating rules as the Access Designee may adopt subject to Franchising Authority consent. The access channel(s) shall also be available

for public, educational and municipal access purposes as determined by the Access Designee and Franchising Authority. The access channel shall not include campaign advertising or paid political advertising.

(d) Franchisee currently provides origination capability from the Access Facility (studio) at 189 Alfred Street, City Hall located on 205 Main Street and the High School at 20 Maplewood Avenue. Franchisee shall continue to provide the foregoing and, in addition, shall provide origination capability from the auditorium at the new middle school located on Hill Street and McArthur Library located on 270 Main Street. The City shall be responsible for acquiring the laser and laser receiver for McArthur Library. Activation of return feed from the new middle school on Hill Street shall be completed by September 2006 unless Franchisee is notified in writing to activate earlier in which event Franchisee will be provided with at least sixty (60) days to complete the same. Return feed for the digital channel shall originate from the Access Facility at Alfred Street. The content for the analog channel may originate from the sites identified on Schedule 5.3(d) and content shall be prioritized in accordance therewith.

#### **Section 5.4—SYSTEM DESIGN**

Franchisee shall maintain headend equipment to process the content from the various original sites. A digital encoder shall be installed for the content for the digital channel originating at the Access Facility at Alfred Street. The Access Designee will, however, be responsible for scheduling and transmitting of access programming on these channels. Franchisee shall not be responsible for the quality of programming of the upstream signal prior to origination.

### **Section 5.5—SYSTEM MAINTENANCE OF CHANNELS**

Franchisee shall monitor the public, education, and municipal access channels for technical quality and shall ensure that they are maintained at standards equal to those which apply to the cable system's commercial channels; provided, however, that this section shall not require Franchisee to guarantee the technical quality of access users' productions and upon a Franchising Authority finding of significant signal quality problems not resulting from the quality of productions, if any, Franchisee shall designate a senior engineer to investigate and report on same within 21 days of Franchising Authority request and to take reasonable steps to rectify signal quality problems, if any.

### **Section 5.6- MISCELLANEOUS ACCESS MATTERS**

- (a) No commercial advertising is permitted on the Access Channels but notices of support and underwriting are permissible.
- (b) Franchisee acknowledges that Franchising Authority reserves the right to designate a lawfully incorporated non-profit charitable organization as an Access Designee or as an entity to assist the Access Designee with the provision of PEG access services in accordance with the terms hereof.

### **Section 5.7 TRANSITION**

- (a) Franchisee agrees to "grandfather," that is not to remove any local production equipment or facilities actually provided as of the expiration of the prior franchise, except where such removal of equipment or facilities is necessary for technical or safety reasons,

or is replaced by equipment with equivalent capability, or as otherwise consented to by the Franchising Authority. Notwithstanding any omission to expressly assign title or ownership of equipment to the Franchising Authority, if by any prior franchise or prior agreement title and ownership of any particular access equipment or facilities has been or was required to be assigned to the Franchising Authority, the Biddeford Public Schools or other municipal agency, nothing in this Franchise shall rescind such assignment of title or ownership to the Franchising Authority, Biddeford public schools or other municipal agency.

**ARTICLE 6**  
**SUBSCRIBER RIGHTS AND CONSUMER PROTECTION**

**Section 6.1 - CUSTOMER SERVICE**

The Franchisee shall maintain a publicly listed, toll free, customer service number for the general purpose of serving customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes. The Franchisee further agrees to continue to provide a regional office in Saco which shall serve customer needs, including at a minimum, bill payment. Said office shall be open for walk-in business during normal business hours, including at least one (1) weeknight or weekend morning, hours and location may be changed from time to time to reflect the needs of the community and Franchisee.

**Section 6.2 - TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS**

Franchisee shall maintain a 24 hour, 7 day a week toll-free telephone number to receive and log service calls and complaints. Franchisee shall comply with the FCC standards regarding response to customer phone calls which are attached as Schedule 6.2 and made a part hereof.

Franchisee's employees shall be informed how to respond in case of emergencies requiring standby technicians. Franchisee shall call on standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more subscribers. Franchisee agrees to be bound by the customer service obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended, a copy of which is attached as Schedule 6.2.

Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service 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. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

The Franchising Authority shall have the right to direct the Franchisee to submit a "busy study" from the telephone company which provides service to the Franchisee, if the quarterly reports, subject to Section 13.5 infra, do not clearly document that the Franchisee's telephone lines are accessible to Subscribers as required herein.

### **Section 6.3 ---CUSTOMER SERVICE CALL CENTERS**

(a) The Franchisee shall respond to customer calls twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service access.

(b) In the event that the Franchisee does not maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Franchisee's Customer Service Department for response. If

requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

#### **Section 6.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME**

(a) The Franchisee shall provide Cable Service(s), for new installations, to residents who request Service within seven (7) calendar days of said request.

(b) In arranging appointments for either Cable Television installation visits or service calls, the Franchisee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur during the following time blocks not to exceed four hours. Failure of the Franchisee through its own fault to install cable or make the service call as scheduled shall require the Franchisee to call the affected resident or Subscriber on a priority basis and reschedule at a time mutually agreeable to the Franchisee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Franchisee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Franchisee fails to make such scheduled call(s).

(c) The Franchisee shall make installation and service calls to its Subscribers during Normal Business Hours which shall include those hours during which most similar businesses in the community are open to service customers.

(d) For all requests for service or repair that are received during Normal Business Hours,

the Franchisee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(f) The Franchisee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

(g) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Franchisee has reason to know of such an outage.

(h) The Franchisee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a request from a Subscriber to do so.

#### **Section 6.5 - MINIMUM SUBSCRIBER INFORMATION**

Franchisee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Franchisee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning privacy policies, pursuant to state and federal law.

(d) Written information concerning steps to take in the event of loss of service.

#### **Section 6.6 - PARENTAL CONTROL**

Upon request, the Franchisee shall provide subscribers with parental control capability to block the reception of individual channels on the Cable System. The Franchising Authority acknowledges that the parental control capability may be part of a converter box and the Franchisee may charge subscriber for use of said box in accordance with FCC equipment rate rules.

#### **Section 6.7 - BILLING AND TERMINATION PROCEDURES**

Franchisee will inform all prospective subscribers of complete information about rates and charges for different levels of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services before consummation of any agreement for installation of service.

#### **Section 6.8 - VOLUNTARY DISCONNECTION OF SERVICE**

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Franchisee, whichever occurs first. Franchisee shall make a good

faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Franchisee's local business location or any other reasonable location Franchisee may designate. Subscribers may be charged for unreturned equipment.

#### **Section 6.9 - BILLING DISPUTES**

In the event of a bona fide billing dispute, Franchisee shall endeavor to resolve each dispute within fifteen (15) working days of receiving notification from the subscriber.

#### **Section 6.10 - PROTECTION OF SUBSCRIBER PRIVACY**

(a) Franchisee shall respect the rights of privacy of every subscriber and/or user of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable System, as hereafter provided.

(b) Franchisee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

(c) Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) Franchisee shall notify all third parties who offer cable services in conjunction with Franchisee, or independently over the Cable System, of the subscriber privacy requirements contained in this Renewal Franchise.

## **Section 6.11 - PRIVACY**

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Franchisee shall provide a comprehensive and easily understandable written document explaining Franchisee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Franchisee's policy for the protection of subscriber privacy. In addition, Franchisee and its agents or employees shall not disclose to any third party a subscriber's name or address without obtaining consent of the individual subscriber to the extent required by 47 USC 631 and any such disclosure shall be in accordance with 47 USC 631.

**Section 6.12 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Franchisee or its agents or its employees shall not make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual subscriber except as provided by law.

**Section 6.13 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

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

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

(c) A subscriber or user 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 Franchisee's Manager of Government Affairs.

**Section 6.14 - EMPLOYEE IDENTIFICATION CARDS**

All of Franchisee's employees, including repair and sales personnel, entering private property shall have a visible employee photo-identification card.

**Section 6.15 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS**

Franchisee will employ enough service technicians and customer service representatives to meet its obligations under this Franchise.

#### **Section 6.16 - NON-DISCRIMINATION**

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 City, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. Franchisee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

#### **Section 6.17 - MUNICIPAL ACCESS TO FRANCHISEE'S SURVEY**

##### **MATERIALS**

In the event the Franchisee surveys the Biddeford subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Franchising Authority share the results of its programming surveys so long as the Franchisee does not consider the questions and/or the results proprietary.

## ARTICLE 7

### FRANCHISE ADMINISTRATION

#### Section 7.1 - REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the day to day regulation of the Renewal Franchise. The Franchising Authority shall monitor and enforce Franchisee's compliance with the terms and conditions of this Renewal Franchise. The Franchising Authority shall notify Franchisee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Franchising Authority, unless a longer period is specified herein, or is mutually agreed upon by the Franchising Authority and Franchisee. Franchisee will notify the Franchising Authority's designee, currently the Cable Television Oversight Committee, of any material changes contemplated for the delivery of service in Biddeford and following such notification consult with said Committee as reasonable to demonstrate compliance with the terms herein.

#### Section 7.2 - INDEMNIFICATION

(a) The Franchisee shall indemnify and hold the City and its agents, harmless at all times during the term of this Franchise from any and all claims alleged to be caused by Franchisee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the Franchise or exercise of any of its rights under this Franchise excepting any claims associated with PEG access. The Franchising Authority shall indemnify and hold Franchisee harmless from any claims arising from the content on the Access Channels and the content thereon, however, the City reserves its rights to seek indemnification from access producers to the extent permitted by law. Upon receipt of notice in writing from the City, the Franchisee shall at

its own expense defend any such covered actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

(b) In order for the City to assert its rights to be indemnified, defended, or held harmless, the City must:

- (1) promptly notify Franchisee of any claim or legal proceeding which gives rise to such right;
- (2) the City shall afford the Franchisee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the City, in its sole discretion, determines that its interests cannot be represented in good faith by the Franchisee in which event the City shall be responsible for its own costs and further acceptance of any non-monetary settlement or term involving injunctive relief or orders affecting the City shall be subject to City's consent; and
- (3) the City shall fully cooperate with the reasonable requests of the Franchisee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

### **Section 7.3 - INSURANCE**

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any renewal period with the City as an additional named insured with an insurance company authorized to conduct business in Maine satisfactory to the Franchising Authority indemnifying the City and the Franchisee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System or cable-related activity. The amount of such insurance against liability for damage to property

shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000). Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein on an annual basis, if requested by the City.

#### **Section 7.4 - PERFORMANCE BOND**

(a) The Franchisee shall maintain at its own expense throughout the term of this Franchise a faithful performance bond running to the City, with at least one good and sufficient surety franchised to do business in the State of Maine and reasonable approval by the City in the sum of One Hundred Thousand Dollars (\$100,000.00) during periods of upgrade activity. When the Cable System upgrade is complete, the amount of the bond shall be reduced to the sum of Fifteen Thousand Dollars (\$15,000.00). Said bond shall be conditioned that the Franchisee shall well and truly observe, fulfill and perform each material term and condition of this Franchise and that in case of any failure to comply

with any term and/or condition contained herein, the amount thereof shall be recoverable from said performance bond by the City for all amounts resulting from the failure of Franchisee to comply with any provision in this Franchise.

(b) The performance bond shall be effective throughout the term of this Franchise including the time for removal of facilities provided for herein, and shall be conditioned that in the event that Franchisee shall fail to comply with any one or more material provisions of this Franchise, or to comply with any lawful order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any lawful claims, liens or taxes due the City which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable System, the City shall recover from the surety of such bond all damages up to the limits insured by such bond, suffered by the City as a result thereof, within thirty (30) days after a written request for same and following the procedures outlined in Section 9.1. Said condition shall be a continuing obligation of this Franchise, and thereafter until Franchisee has liquidated all of its obligations to the City that may have arisen from the grant of this Franchise or from the exercise of any privilege therein granted. Neither this Section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of Franchisee under this Franchise.

#### **Section 7.5 - SERVICE INTERRUPTIONS**

In the event that the Franchisee's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, it will upon request grant such subscriber a credit, on a daily basis, equal to that portion of the service charge due for the period of the outage, credited during the next consecutive billing cycle, or apply such credit to any outstanding balance then currently due. In the instance of an individual subscriber service interruptions, credits shall be applied as described above after due notice to the Franchisee from the subscriber. In the event a premium or pay channel service is not

available for a period of four or more consecutive hours in any one day, upon request the subscriber shall be credited for such loss of service where the loss of service is due to reasons within Franchisee's control.

#### **Section 7.6 - PERFORMANCE EVALUATION SESSIONS**

The Franchising Authority may at its discretion but not more than once every two years, hold a performance evaluation session on or about the two anniversary of the Effective Date of this Franchise. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Franchisee's compliance to the terms and conditions of this Franchise, and hear comments, suggestions or complaints from the public. The Franchising Authority shall provide the Franchisee with thirty (30) days, advance written notice of such performance evaluation session. The Franchising Authority shall have the right to question Franchisee on any aspect concerning the construction, installation, operation or maintenance of the Cable System. During review and evaluation by the Franchising Authority, Franchisee shall cooperate with the Franchising Authority or its designee, and produce such documents or other materials as are reasonably requested by the City, prepared by Franchisee in the ordinary course of business and which are not considered proprietary by Franchisee. Franchisee shall notify its subscribers of all performance evaluation sessions by announcements on the Local Origination channels of its Cable System if available in the evening hours for at least five (5) consecutive days preceding each such session, provided that Franchisee shall not be required to preempt its regularly scheduled access or Local Origination programming to air these announcements.

### **Section 7.7 - NON-PERFORMANCE BY THE FRANCHISEE**

(a) Failure of the City to enforce the performance of any term of this Franchise shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

### **Section 7.8 - FRANCHISE FEE ENTITLEMENT**

(a) Franchisee shall provide the Franchising Authority for PEG Access and cable-related purposes a franchise fee in the amount of four percent (4%) of its Gross Annual Revenues for the first year of this Franchise; and a payment equal to 4.5% of Gross Annual Revenues for the second year of this Franchise; and equal to five percent (5%) of its Gross Annual Revenues for the third and remaining years of this Renewal Franchise. The foregoing payments shall be provided to the Franchising Authority within ninety (90) days of the close of the calendar year.

(b) Payments by Franchisee under the provisions of this Section and other payments meeting the definition of franchise fees as set forth in 47 USC Section 542 shall, in combined total, not exceed, with respect to any calendar year, five percent (5%) of Franchisee's Gross Annual Revenues.

(c) Should Franchisee fail to timely make any payment under this Article 5, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest charge shall not preclude any other remedy available to the Franchising Authority under applicable law.

### **Section 7.9 - SUBSCRIBER AND USER COMPLAINTS**

Franchisee shall keep all written as well as a record of verbal complaints it receives on file in its local business office in accordance with applicable state regulations. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Franchising Authority shall have the right to request Franchisee to reasonably maintain records of written and verbal complaints which it receives. The Franchising Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Franchisee's business hours upon reasonable notice.

### **Section 7.10 - SUBSCRIBER COMPLAINT REPORTS**

(a) Franchisee shall not less than once every three months, upon request, notify the Franchising Authority of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Franchisee shall, develop an acceptable form of complaint reporting.

(b) Franchisee shall, within ten (10) days after receiving a Franchising Authority request, 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.

### **Section 7.11 - QUALITY OF SERVICE**

Where there exists credible evidence which, in the reasonable judgment of the Franchising Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Franchisee and an opportunity to cure, the Franchising Authority shall have the right and authority to require Franchisee to test, analyze and report on the performance of the Cable System. Franchisee shall cooperate with the Franchising Authority in performing such testing.

The Franchising Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at the City's cost, who is not an employee or agent of the Franchisee of the City.

#### **Section 7.12 - SERVICE INTERRUPTION REPORT**

Franchisee shall, upon request, submit to the Franchising Authority a list of all significant service interruptions.

#### **Section 7.13 - FINANCIAL REPORTS**

The Franchisee shall file annually upon request with the Franchising Authority, a statement of its Biddeford Gross Annual Revenues to include at a minimum, revenue broken down into broad categories, e.g., basic, expanded basic, pay, pay-per-view, cable service equipment, cable service installations and other broad categories of cable service gross annual revenue in accordance with the definition of Gross Annual Revenues in Article 1, all computed in accordance with Generally Accepted Accounting Principles.

#### **Section 7.14 - NUMBER OF SUBSCRIBERS**

Franchisee shall file annually upon request with the Franchising Authority a report containing the number of subscribers within the Biddeford service area.

#### **Section 7.15 - LINE EXTENSION REPORT**

The Franchising Authority may require Franchisee to submit a report detailing the areas in the City in which the Cable System has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

**Section 7.16 - NON-EXCLUSIVITY OF REMEDY**

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

**Section 7.17 - REVOCATION OF RENEWAL FRANCHISE**

This Franchise may be revoked by the Franchising Authority, to the extent permitted by law. Any such revocations of this Franchise shall be ordered after a public hearing by the Franchising Authority subject to the appeals provisions of applicable law.

**Section 7.18 - CABLE COMMITTEE**

The Franchising Authority may appoint a Cable Television Committee and delegate to said Coordinator such functions as are lawful and customary.

**ARTICLE 8**  
**GENERAL PROVISIONS**

**Section 8.1 - FRANCHISE AS CONTRACT UNDER SEAL**

Upon its execution by the Franchising Authority and Franchisee this Franchise shall be deemed to constitute a contract under seal by and between Franchisee, on the one hand, and the City of Biddeford, on the other hand.

**Section 8.2 - 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 instrument in writing executed by the parties.

**Section 8.3 - CAPTIONS**

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

**Section 8.4 - SEVERABILITY**

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

### **Section 8.5 - FORCE MAJEURE**

If for any 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. Unless further limited elsewhere in this Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of Maine or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

### **Section 8.6 - NOTICES**

Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: City Manager, Biddeford City Hall, PO Box 586, Biddeford, MA 04005, 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 Attn: Director of Government Affairs, Time Warner, 118 Johnson Rd., Portland, ME 04102 with a copy to Corporate Counsel, Time Warner Cable, 290 Harbor Drive, Stamford, CT 06902 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 mailing or receipt.

### **Section 8.7 - REMOVAL OF ANTENNAS**

Franchisee shall not remove any television antenna of any subscriber but shall,

offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

**Section 8.8 - SUBSCRIBER TELEVISION SETS**

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

**Section 8.9 - COST OF PUBLICATION**

Franchisee shall, upon request of the Franchising Authority within thirty (30) days of the execution of this Franchise, print and distribute, a maximum of ten (10) copies of the Franchise.

**Section 8.10 - JURISDICTION**

Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the State of Maine, or upon appeal, other competent court or agency, 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 arising in connection with the entry of such judgment.

## ARTICLE 9

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

#### Section 9.1--DETERMINATION OF BREACH

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of the 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 either to:

(a) respond to the Franchising Authority in writing and such response may contest the Franchising Authority's assertion of default and in any event shall provide such information or documentation as may be necessary to support the Franchisee's position or provide the Franchising Authority with necessary information; or

(b) 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, 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 twenty-one (21) 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.

(c) In the event that the Franchisee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Franchising Authority or his or her designee(s) 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 the Renewal Franchise. In the event that the Franchising Authority, after such hearings, determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any of the following remedies:

- (i) seek specific performance of any provision in the Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
- (ii) assess liquidated damages in accordance with the schedule set forth in Section 9.2 below;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) declare the Renewal Franchise to be revoked subject to Section 9.3 below and applicable law;
- (vi) invoke any other lawful remedy available to the City.

Franchisee may appeal any determination of the City to a court of competent jurisdiction.

#### **Section 9.2---LIQUIDATED DAMAGES**

(a) For the violation of any of the following provisions of the Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 9.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee received written notice, by certified mail, of the provision or provisions which the Franchising Authority believes are in default, provided that the Franchising Authority made a determination of default pursuant to Section 9.1(c) above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3 herein, Two Hundred Dollars (\$200.00) per day, for each day

that any such non-compliance continues.

(2) For failure to obtain the advance, approval of the Franchising Authority for any transfer of the Renewal Franchise in accordance with Section 2 herein, One Hundred Dollars (\$100.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 5 herein, One Hundred Dollars (\$100.00) per day, for each day that any such non-compliance continues.

(4) For failure to submit required reports, pursuant to Article 7 herein, or failure to respond to notices where response is required under the Franchise, Fifty Dollars (\$50.00) per day per report, or failure to respond to each notice, that each and any of said reports or responses are not submitted as required.

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

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

### **Section 9.3--REVOCATION OF THE RENEWAL FRANCHISE**

To the extent permitted by applicable law, in the event that the Franchisee fails to comply with any material provision of the Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein following the procedural requirements of Section 9.1.

#### **Section 9.4—TERMINATION**

The termination of the 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 9.1 and 9.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority, however such abandonment is not permitted without Franchising Authority approval; or (iii) the expiration of the term of the Renewal Franchise and non-renewal in accordance with applicable law. In the event of any termination, the City shall have all of the rights provided in the Renewal Franchise and Franchisee shall have all rights provided or accorded to it under applicable law.

#### **Section 9.5—NO WAIVER-CUMULATIVE REMEDIES**

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the City to exercise, and no delay in exercising, any right in the 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 the Renewal Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal Franchise shall impair any of the rights of the City under applicable law, subject in each case to the terms and conditions in the Renewal Franchise. Nothing herein is intended to authorize a double recovery by the City.

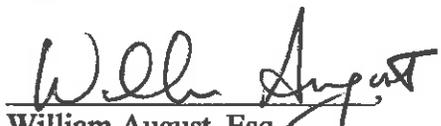
WITNESS OUR HANDS AND OFFICIAL SEALS, THIS 7<sup>th</sup> DAY OF  
July, 2005.

CITY OF BIDDEFORD

By:  
The City of Biddeford  
by Ed Clifford, City Manager,  
as authorized by the City Council:



Approved as to form:

  
William August, Esq.  
Special Counsel for the City of Biddeford

This Franchise is hereby Accepted by Time Warner Entertainment Company, L.P.

By:

  
Division President

## TABLE OF SCHEDULES/EXHIBITS

- Schedule 4.1 Initial Rates
- Schedule 4.3 Broad Categories of Programming
- Schedule 4.4 Initial Program Services
- Schedule 5.3a Communication Plan
- Schedule 5.3c City Council Equipment
- Schedule 5.3(d) Access Channel Venues
- Schedule 6.2 Customer Service Obligations

Schedule 4.3

Sports

News

Weather

General Entertainment (including movies)

Documentary

Arts/Cultural

Children/Family Oriented

Foreign Language

Schedule 5.3a

Time Warner Cable will use the following resources as a means to help the City promote its new digital access channel and educate customers on how to get a digital box at no additional cost.

- One ad every week in the Journal Tribune for one month
- Billing statement message to Biddeford customers (once a quarter or 4 times/year for 1<sup>st</sup> year)
- Information posted at local office in Saco.
- Training for Customer Service Representatives; they will be able to notify Biddeford customers if they call in to the call center.

Schedule 5.3c  
**Biddeford City Council**

**Council Chamber Cameras**

|   |          |              |                                   |
|---|----------|--------------|-----------------------------------|
| 4 | Sony     | SSC-DC50A    | Single Chip Fixed Color Camera    |
| 1 | Sony     | YSW-270      | 4 Camera Power Supply             |
| 3 | Fujinon  | D16x7.3A-R11 | 16x Remote Control Lens           |
| 1 | Chugai   | HG2Z4516FCS  | 1/2" 4.5-10mm Varifocal Zoom Lens |
| 1 | Panavise | 826-09W      | Fixed Camera Wall Mount           |

**Council Chamber Remote Heads**

|   |          |          |                                |
|---|----------|----------|--------------------------------|
| 3 | Pro Four | 1100RP   | Remote Heads                   |
| 3 | Pro Four | 4090DR   | Digital Receivers              |
| 3 | Pro Four | 29Q018C  | Custom Lens Control Cables     |
| 1 | Pro Four | 2100RCTR | Rack Mount Controller          |
| 1 | Pro Four | 284010C  | 10' Data Cable                 |
| 1 | Pro Four | 2810100C | 100' Data Cable                |
| 2 | Pro Four | 2810075C | 75' Data Cable                 |
| 3 | Pro Four | 4100W    | Wall Brackets for Remote Heads |

**Control Room Equipment**

|                 |              |             |                             |
|-----------------|--------------|-------------|-----------------------------|
| 1               | Sony         | LMD-440     | Quad Color LCD Monitor      |
| 2               | Sony         | KV-13FS100  | 13" Color Monitor           |
| 2               | Mid Atlantic | U-2         | Rack Shelf                  |
| 1               | Panasonic    | DMR-E85HS   | DVD Recorder w/120 GB HD    |
| 1               | Mid Atlantic | RSH-4S      | Rack mount for DVD          |
| 1               | Panasonic    | WJ-MX20     | Digital Mixer               |
| <b>Existing</b> |              |             |                             |
| 2               | Burst        | VS8x1       | 8x1 Video Only Switch       |
| 1               | Burst        | SG-7        | Color Bar & Black Generator |
| 1               | Burst        | RM-3        | Rackmount Kit               |
| 1               | Kramer       | VM-5ARII    | 1x5 Video/Stereo Audio D.A. |
| 1               | FM Sys       | ALM-771     | Audio Level Master          |
| 1               | TvOne        | SC-320      | Scan Converter              |
| 1               | Mid Atlantic | U-2         | Rack Shelf                  |
| 2               | Mid Atlantic | PD-1415C-NS | Power Strips                |
| 1               | PowerWare    | PW-9125OL   | 1500Va/1050W Power Supply   |
| 2               | Mid Atlantic | ERK-4020LRD | Equipment Racks             |
| 2               | Mid Atlantic | ERK-VT      | Vented Tops                 |
| 1               | Mid Atlantic | LBP-1S      | Lacing Bars (10 Pack)       |

## Additional Playback

|   |             |              |  |
|---|-------------|--------------|--|
| 1 | Sony        | DVP-NS575P/B | DVD Player   |
| 1 | Leightronix | PRSYDVD      | PROBUS Controller Sony DVD   |
| 1 | Mi Atlantic | RSH-4S       | Custom Rack Shelf  |
| 1 | MVS         | MSL          | Installation of Cameras and Mounts,<br>Installation of Control & Video Cables,<br>Termination of Cables at Cameras |

## CABLE ACCESS TELEVISION CONTROL ROOM IMPROVEMENTS

|       |                    |            |  |
|-------|--------------------|------------|--|
| 2     | Lowell             | L-275-61   | 61 ¼ (35RU) equipment racks w/rear doors   |
| 1     | pr Lowell          | L-275-61SP | Vented side panels   |
| 2     | Lowell             | L16-3      | 15" writing shelf  |
| 2     | Lowell             | U-180      | Multiple outlet strip (15A, 6 duplex)  |
| 2     | Lowell             | L2-191     | 1-3/4" blank panel   |
| 10    | Lowell             | L2-193     | 3-1/2 blank panel  |
| 2     | Lowell             | L5-191     | 1-3/4 vent panel   |
| 1     | Shure              | SCM-810    | 8 input automatic microphone mixer   |
| 1     | Rane               | DC-22      | Compressor/limiter   |
| 1     | RDL                | RU-DA4D    | 2x4 audio distribution amplifier   |
| 1     | RDL                | RU-VCA2D   | Dual channel remote volume control   |
| 2     | RDL                | RLC-10K    | RVC controller   |
| 1     | RDL                | RU-RA3A    | Rack mount kit   |
| 1     | RDL                | RU-FP1     | Filler panel   |
| 1     | RDL                | PS-24A     | 24VDC power supply   |
| 1     | Audio Technica     | ATW-D12A   | VHF antenna distribution amplifier   |
| 1     | Audio Technica     | ATW-A10    | Diversity antenna (rack mount)   |
| 5     | Audio Technica     | AT859QMLx  | Gooseneck condenser microphone   |
| 13    | Audio Technica     | AT8646QM   | XLR shock mount receptacle plate   |
| 2     | Audio Design Misc. | Custom     | Receptacle plate (VCR, computer)<br>Hardware, connectors, etc.   |
| 1     | Audio Design       | Custom     | Computer audio input module, including<br>Transformer isolation, compression,<br>Limiting, and input shunting. |
| 1500' | Eastman            | 5922       | 20-2 shielded pair microphone cable  |
| 200'  | Eastman            | 5730       | 5C #20 control cable   |

The City will diligently consider any Franchisee proposal to substitute equivalent equipment items listed above however, the City reserves the right to have the equipment listed above subject to availability. If any such equipment is not available, the parties shall mutually agree to substitute comparable equipment.

Schedule 6.2

- (1) Cable system office hours and telephone availability -
  - (A) 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.
    - (i) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
    - (ii) 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.
  - (B) 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.
  - (C) 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.
  - (D) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
  - (E) 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:

- (A) 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.
  - (B) 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.
  - (C) 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.)
  - (D) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.
  - (E) 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 that is convenient for the customer.
- (3) Communications between cable operators and cable subscribers -
- (A) Notifications to subscribers -
    - (1) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:
      - (i) Products and services offered;
      - (ii) Prices and options for programming services and conditions of

- (iii) subscription to programming and other services;
  - (iii) Installation and service maintenance policies;
  - (iv) Instruction on how to use the cable service;
  - (v) Channel positions of programming carried on the system; and
  - (vi) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.
- (2) Customers will be notified of any changes in rates, programming service or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (3)(A)(1) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State or franchising authority on the transaction between the operator and the subscriber.

**(B) Billing -**

- (1) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations, including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
- (2) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within thirty (30) days.

- (C) Refunds - Refund checks will be issued promptly, but no later than either:
  - (1) the customer's next billing cycle following resolution or the request of thirty (30) days, whichever is earlier; or
  - (2) the return of the equipment supplied by the cable operator if service is terminated.
- (D) 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 –

- (a) 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.
- (b) 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 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 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 System.
- (c) Service interruption - The term “service interruption” means the loss of picture or sound on one or more cable channels.