

CABLE TELEVISION FRANCHISE RENEWAL

FOR

THE TOWN OF BERWICK, MAINE

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BERWICK, ME. RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of Maine/New Hampshire, Inc., (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Berwick, Maine (hereinafter the "Town"), said Franchise having commenced on July 19, 1972;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated September 20, 2004 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated November 28, 2006;

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

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with the Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous 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:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the “Cable Act”), and the Revised Statutes Annotated of Maine, as amended from time to time, unless otherwise defined herein.

(a) Access Channel-The use of one video channel owned by the Franchisee and made available to the Town of Berwick without charge, for the purpose of transmitting community public, governmental and educational Access Programming to Subscribers.

(b) Access Programming or PEG Access Programming-(i) "Educational": Non-commercial Programming produced by the School Administration District #60, or other educational organizations as designated by the Franchising Authority and other non-commercial educational programming offered by them; (ii) "Governmental": non-commercial Programming produced by Town of Berwick departments or agencies and other non-commercial programming offered by them or a duly authorized designee; (iii) "Public": non-commercial Programming produced by the Town of Berwick, or produced by an access corporation or non-profit corporation operating within the Town of Berwick, ME or other programming as may be authorized by the Franchising Authority.

(c) Basic Cable Service-the lowest tier of service which includes the retransmission of local television broadcast signals.

(d) Cable Act-the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(e) Cable Television System or Cable System-the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Berwick, consisting of a set of closed

transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Cable Service—means the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(g) Drop—the coaxial cable that connects a home or building to the Subscriber Network.

(h) Effective Date—July 19, 2007.

(i) FCC—the Federal Communications Commission or any successor governmental entity.

(j) Franchise Fee—the payments to be made by the Franchisee to the Franchising Authority, the Town of Berwick and or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Franchising Authority—the Board of Selectmen of the Town of Berwick, Maine, or the lawful designee thereof.

(l) Gross Annual Revenues—Revenue received by the Franchisee from the operation of the Cable System in the Town Berwick to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, and equipment rental fees. Gross Annual Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, late fees, investment income, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Franchisee on behalf of such entity.

(m) Franchisee—Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(n) Multichannel Video Programming Distributor—a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(o) Outlet—an interior receptacle that connects a television set to the Cable Television System.

(p) Person—any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(q) Public Way—shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Berwick, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Berwick for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(r) Public Buildings—those buildings owned or leased by the Franchising Authority for government purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(s) Renewal Franchise or Franchise-this Agreement and any amendments or modifications in accordance with the terms herein.

(t) Standard Installation-the standard one hundred fifty (150') Drop connection to the existing distribution system.

(u) Subscriber-a Person or user of the Cable System who lawfully receives Cable Service with the Franchisee's express permission.

(v) Subscriber Network-the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town-Town of Berwick, Maine.

(x) Video Programming or Programming-the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of Maine Law and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of Maine/New Hampshire, Inc., a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Berwick. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and the Laws of Maine, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Renewal Franchise is granted.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on July 19, 2007, following the expiration of the current Franchise, and shall terminate at midnight on July 18, 2017.

SECTION 2.3 – RENEWAL OF FRANCHISE

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

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to other Cable Service providers within the Town

for the right to use and occupy the Public Ways or streets within the Franchising Authorities jurisdiction; provided, however, (I) no such Franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein. Material terms include but not limited to: franchise fees; payment schedules; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive Franchise is granted by the Franchising Authority which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Renewal Franchise, the Franchising Authority agrees that it shall amend this Renewal Franchise to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television Franchise is filed with the Franchising Authority, proposing to serve the Town, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television Franchise(s) shall be on equivalent terms and conditions as those contained in this Renewal Franchise.

(d) The issuance of additional Franchise(s) shall be subject to all applicable federal and state laws, and applicable regulations promulgated thereunder.

(e) In the event that the Franchisee believes that any additional Franchise(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Franchisee. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any such additional Franchise(s) are on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(f) Should the Franchisee demonstrate that any such additional Franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall make equitable amendments to this Renewal Franchise within a reasonable time.

(g) In the event that the Franchisee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Franchising Authority from any obligation of its Franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification to the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchise shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than the Franchisee, which is not in any way an affiliate of the Franchisee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be Franchised by the Franchising Authority, and to the extent that the Franchisee reports to the Franchising Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon the Franchisee's Cable System operations in the Town, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. The Franchising Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Franchisee.

(i) Along with said written request, the Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Franchising Authority shall afford

the Franchisee an opportunity to present the basis and the reasons for its determination. The Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested.

- (ii) Should the Franchisee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon the Franchisee's Cable System operations in the Town; the Franchising Authority shall make equitable amendments to this Renewal Franchise.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, the Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to Maine Law, permission is hereby granted to the Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) aerial mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of the Franchisee's Distribution Cable. For non-Standard Installations the Franchisee shall offer said service within forty-five (45) days of a Subscriber requesting such for aerial installations and ninety (90) days, weather permitting, of a Subscriber requesting such for underground installations and Subject to Force Mejeure. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred fifty feet (150') aerial or one hundred fifty feet (150') underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150') or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For installations more than one hundred fifty feet (150'), not involving a hard surface, the first one hundred fifty feet (150') shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (45) days' prior written 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. If a substantial quantity of cable

is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Franchisee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aurally or underground. Nothing in this Section shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 3.2 - SUBSCRIBER NETWORK

The Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz.

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

(b) Nothing in this section shall require the Franchisee to move existing Drops or Outlets, as listed in **Exhibit A**.

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. The Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

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

(f) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty days (60) of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If the Franchisee fails to make such restoration within forty-five days (45), the Franchising Authority may fix a time for such restoration and repairs, and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon written demand by the Franchising Authority.

SECTION 4.3 - TREE TRIMMING

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

SECTION 4.4 - STRAND MAPS

The Franchisee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist and the location of all streets. The strand maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon request.

SECTION 4.5 - BUILDING MOVES

In accordance with applicable laws, the Franchisee shall, upon the written request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the person(s) holding the building move permit.

SECTION 4.6 - DIG SAFE

The Franchisee shall comply with all applicable “dig safe” provisions, of the Maine Laws.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

**ARTICLE 5
PROGRAMMING**

SECTION 5.1 - BASIC CABLE SERVICE

The Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of the Franchisee.

(b) Franchisee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of programming changes.

ARTICLE 6

ACCESS PROGRAMMING

SECTION 6.1 – VIDEO ORINATION

(a) The Franchisee shall construct and install a one-way video and audio transmission only link (return line) from one (1) origination location at Berwick Town Hall, located in Sullivan Square, to the headend for the purpose of transmitting and inserting PEG Access Programming onto the PEG Access Channel. Said construction will take place within twelve (12) months of the Effective Date.

SECTION 6.2 – PEG ACCESS CHANNELS

(a) Upon completion of the construction and installation referred to in Section 6.1(a), and in no event later than twelve (12) months following the Effective Date of this Renewal Franchise, the Franchisee shall provide one (1) Access Channel. Franchisee will not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. A “channel” is a channel position on the Cable System and is not a guarantee of any specific amount of bandwidth.

(b) The PEG Access Channel shall be used to transmit non-commercial PEG Access Programming to Subscribers at no cost to the Town, and/or PEG Access Users.

(c) The Franchisee shall not move or otherwise relocate the Channel position of the PEG Access Channel, once established, without the advance, written notice to the Franchising Authority; such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel relocation.

(d) The Franchisee shall maintain the PEG Access Channel, and shall monitor the PEG Access Channel for technical signal quality and shall ensure that it is maintained at standards commensurate with the FCC’s Technical Standards (FCC Rules Part 76, Subpart K, Section 76.605) that apply to the Cable System’s commercial Channels. The Franchising Authority shall

be responsible for the picture quality of all PEG Access Programming at the demarcation point, which shall be the output of the Town-owned modulator(s).

SECTION 6.3 – CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by law.

SECTION 6.4 – ACCESS CABLECASTING AND PICTURE QUALITY

(a) In order that PEG Access Programming can be cablecast over the PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from the origination location specified in Section 6.1 to the headend or hub on a dedicated Upstream Link made available, without charge to the Town for its use. At the headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Channels.

(b) The Franchisee shall provide and maintain the Upstream Links specified in Section 6.1 for composite video and audio transmission only. Franchisee reserves the right to pass all its costs associated with the Upstream Links through to its Subscribers in accordance with law.

(c) Unless otherwise provided herein, the Town and its designated users shall be solely responsible for any and all interface equipment including but not limited to, modulators and video production equipment. Franchisee shall be responsible for all equipment necessary to make interaction possible with the Cable System.

(d) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is automatically switched from the upstream channel to the appropriate downstream PEG Access Channel in an efficient and timely manner. The Franchisee shall not charge the Franchise Authority for such switching responsibility. The Franchisee and the Franchise Authority shall negotiate, in good faith, any difficulties that arise regarding cablecasting of PEG Access Programming. The Franchisee shall provide and maintain all necessary switching and/or processing equipment located in its headend facility in order to switch upstream signals from the Town to the designated downstream Access Channel. Nothing herein shall require the Franchisee to provide any other switching equipment or any other end user equipment. The Franchising

Authority or its designee shall be responsible for any manual switching necessary to cablecast PEG Access Programming from any location specified in Section 6.1.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

The Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as they exist or as they may be amended from time to time.

SECTION 7.2 - SERVICE INTERRUPTIONS

In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Franchisee will grant such Subscriber, upon request, a pro rata credit or rebate of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Franchisee from the Subscriber.

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto.

SECTION 7.4 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing

plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS

All of the Franchisee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Franchisee.

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. The Franchisee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Franchisee.

SECTION 9.2 - INSURANCE

(a) The Franchisee shall carry commercial general liability insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in Maine satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional insured, 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. 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 upon expiration of policies.

SECTION 9.3 - PERFORMANCE BOND

(a) The Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements;
- (3) the indemnity of the Town; and
- (4) the satisfactory removal or other disposition of the Cable System.

(b) The Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 9.4 – FRANCHISE FEES

(a) Franchisee shall provide an annual payment to the Franchising Authority equal to two and one half percent (2.5%) of its Gross Annual Revenues, less applicable Franchise Fees. Said

annual payments shall be made semi-annually during each year of the term of this Renewal Franchise based on revenues received during the prior six (6) month period. The first payment shall be based on the period of the Effective Date through December 31, 2007 and shall be payable by February 15, 2008. The second payment shall be for the period of January 1, 2008 through June 30, 2008 and shall be payable not later than August 15, 2008. The first and last payments shall be prorated to reflect only the time period for which this Renewal Franchise was in effect.

(b) In accordance with Section 622(b) of the Cable Act, the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include any amounts paid pursuant to Section 9.4(a) and any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act, but shall not include the following: (i) interest due herein to the Franchising Authority because of late payments; (ii) the cost to construct the video return line pursuant to Section 6.1; and (iii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Franchisee to the Town pursuant to this Section shall be made payable to the Town and deposited with the Town Treasurer unless otherwise agreed to in writing by the parties.

SECTION 9.5 - REPORTS

The Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.7 - REVOCATION OF FRANCHISE

Subject to the provisions of Section 9.8, the Franchise issued hereunder may, after due written notice and hearing, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;
- (c) For any transfer or assignment of the Renewal Franchise or control thereof without consent of the Franchising Authority in violation of Section 9.9 herein; and
- (d) For repeated failure to comply with the material terms and conditions.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

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 this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have ninety (90) days from the receipt of such notice to:

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

(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 ninety (90) 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 forty-five (45) 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 (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) day period; the Franchising Authority or its designee 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, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. The application for consent to an assignment or transfer shall be signed by the Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the rules and regulations of the FCC and the State of Maine, as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

(b) Should the State of Maine, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, 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; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Berwick
Attn: Board of Selectmen
Sullivan Square

PO Box 696
Berwick, NH 03901

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
4 Lyberty Way
Westford, MA 01886

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - 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 without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of Maine Law.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Public School Buildings:

Hussey School

Noble 6 School

Noble Junior High School

Municipal Buildings:

Berwick Town Hall

Doran Building

Fire Station

Public Works Garage

Water Department

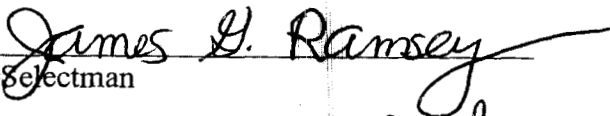
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 17th DAY OF

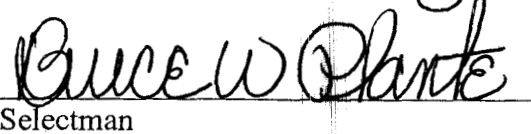
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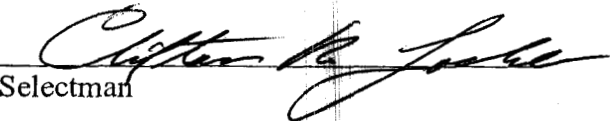
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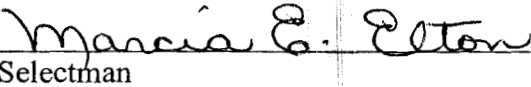
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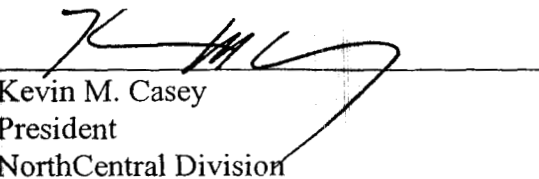

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Selectman

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

By:


Kevin M. Casey
President
NorthCentral Division