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February 20, 2003

James Long, Chairman
Town Council
Old Orchard Town Hall
One Portland Ave
Old Orchard, ME 04064

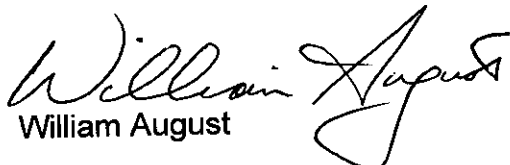
Re: Original Executed Cable Franchises Enclosed

Dear Chairman Long:

Enclosed please find two fully executed cable renewal franchises by and between the Town of Old Orchard Beach and Time Warner Cable of Maine. These are important legal documents and should be retained as originals in appropriate Town files. I was happy to be of assistance to you in the franchise renewal negotiations, franchise drafting and related proceedings. I recommend that the Town actively prepare for and monitor the Town Hall equipment installation process, including making necessary arrangements with respect to the substantially increased franchise fees as may be needed for continuing municipal meeting coverage.

Thank you for your attention to this matter. As always, please feel free to call with any questions whatsoever.

Very truly yours,


William August

Enc.

STATE OF MAINE
TOWN OF OLD ORCHARD BEACH BEACH, MAINE

RENEWAL CABLE TELEVISION FRANCHISE ISSUED TO
TIME WARNER CABLE INC.

Effective Date: November 9, 2003

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INTRODUCTION

WHEREAS, Time Warner Cable Inc., (hereinafter "Franchisee" or "Time Warner Cable") is the duly authorized holder of a franchise to operate a Cable System in the Town of Old Orchard Beach, Maine (hereinafter the "Town"), as amended, as previously held by Continental Cablevision of New England, Inc.

WHEREAS, Franchisee filed a written request for a renewal of its franchise 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 Town 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 Town for the purpose of transmitting non-commercial programming by members of the public, Town department and agencies, 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 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 Town.

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

Town: The Town of Old Orchard Beach, 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 and the programming thereon on the Cable System which has been allocated for use by the School Board/Department in the Town of Old Orchard Beach, and the use thereof, to present non-commercial 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: November 9, 2003.

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

Franchisee: Time Warner Cable Inc., or any successor or transferee in accordance with the terms and conditions in this Franchise.

Franchising Authority: The Town Council of the Town of Old Orchard Beach, Maine.

Government Access: The channel and the programming thereon on the Cable System which has been allocated for use by the Town of Old Orchard Beach, the Franchising Authority or their designee(s), and the use thereof, to present non-commercial 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 to provide Cable Service within the Town of Old Orchard Beach, 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 Old Orchard Beach Cable System, home shopping revenues and any other revenues from the operation of the cable television system to provide Cable Service in the Town of Old Orchard Beach; provided, however, that gross annual revenues shall not include franchise fees, and to the extent consistent with generally accepted accounting principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks and asset sales when such sales do not occur in the ordinary course of business. Franchisee shall include Cable Modem or Internet Access revenues within Gross Revenues if the Congress, F.C.C. or court of competent jurisdiction rules that Cable Modem and or Cable System Internet Service are Cable Services 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 which has been allocated for use by the Franchising Authority or his/her designee for access 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 February 5, 1988 through November 9, 2003 as previously issued to Continental Cablevision of New England, Inc.

Public Access: Any specific channel, or shared use of an Access Channel, on the Cable System which may be allocated for use by individuals and/or organizations, and the use thereof, to present non-commercial programming in accordance with 47 U.S.C. 531 and the terms hereof, if so allocated by the Franchising Authority.

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 Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without generally applicable legally required permits, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

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 Town Council, as the Franchising Authority of the Town, 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 Town of Old Orchard Beach.

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 Town of Old Orchard Beach 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 and subject to all generally 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 generally applicable municipal, 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, state and generally applicable municipal 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 twelve years and shall commence on November 9, 2003, following the expiration of the current franchise, and shall terminate at midnight on November 8, 2015.

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. Such consent shall be given only upon a written application and forms therefor as provided by the FCC or other applicable forms. The application for transfer consent shall be signed by Franchisee and by the proposed transferee or assignee. If requested by the Franchising Authority, a public hearing shall be held on the transfer application.

(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. Notwithstanding the foregoing, if requested by the Franchising Authority, Franchisee shall provide the Franchising Authority not less than four (4) such copies.

(d) In the event of a franchise transfer application being filed with the Franchising Authority, the Franchising Authority shall consider the transfer in accordance with applicable federal and state law and may consider 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 two thousand and five hundred dollars (\$2,500.00); however, said 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 or assignment of the franchise 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 Town of Old Orchard Beach; or the right of the Franchising Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses. Notwithstanding the foregoing, the Franchising Authority agrees that any such additional franchise shall be not granted on terms and conditions, that are materially more favorable or less burdensome, than those contained herein.

Section 2.7 - POLICE AND REGULATORY POWERS

By executing this Franchise, Franchisee acknowledges that its rights are subject to the powers of the Town 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 franchise revocation or otherwise, and unless Franchisee renews its Franchise for another term 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 not to renew this Franchise 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 Town 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 Town of Old Orchard Beach and franchisee shall make service available to all unserved areas within the Town where the density of homes is fifteen homes per mile as measured from franchisee's existing distribution system. Cable Service 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 subscribers of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fed by means of a fiber-optic 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 five hundred and fifty (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 may be subject to change at the discretion of the Franchisee.

(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 Town-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.

(d) The Town may request a technology review session following the fifth (5th) anniversary of the franchise term and at two year intervals thereafter. The purpose of such session(s) shall be to discuss with the Town Cable System technology and Franchisee's plans, if any, to implement changes in technology in the Cable System serving the Town.

Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Franchisee shall make its service available to residential (non-commercial) dwelling units in the service area in the Town regardless 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 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 (for video) if said Standard Service Package is available in the community, to public, state accredited schools and municipal buildings along its cable routes located within one hundred fifty (150) feet of the Cable System and capable of aerial installation or through access to a reasonably available and usable existing conduit

system (where said existing conduit system is available at no charge) upon written request of the Franchising Authority. Such schools and municipal buildings shall have a standard drop capable of providing cable modem service.

- (b) Any locations in schools in Old Orchard Beach and municipal buildings which have been wired by Franchisee for service and provided service at no charge or where service outlets were installed by Franchisee, shall continue to receive such activated outlets of service as already provided at no charge.
- (c) All future newly constructed public, state accredited schools and municipal buildings shall be provided with the standard drop (referenced in Section 3.4(a)) for the Standard Service Package, subject to such Standard Service Package being available to the community, following consultation with the Town or its designee as to location.
- (d) If necessary to receive the Standard Service Package, subject to said Standard Service Package being available within the community, Franchisee will continue to provide a converter to existing classrooms having converters at no charge to the Town, however, in the event of vandalism, neglect or theft, the Town shall be responsible for replacing same.

Section 3.5 - STANDBY POWER

The Franchisee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility. 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 Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden

or other person designated by the Town 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 Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, Franchisee's cable and wires shall be installed underground. Franchisee shall comply with all applicable state and generally applicable 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 (and other utilities, not including water and sewer, are subject to 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 participating 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 Town Public Ways or within the Town public layout, such equipment must be in accordance with generally applicable Town or Public Works Department, or similar department, laws or regulations; at Town approved locations to be

determined when Franchisee applies for applicable permits or authorizations, as may be authorized by the Town subject to requirements of general applicability. In any event, Franchisee will comply with Town 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 generally applicable laws, ordinances or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. 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 Town '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 Town 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 Town 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 Town.

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 Town, 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 party requesting such relocation unless otherwise mandated by applicable state or federal law.

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 Town 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 any utility (not including sewer and water) is reimbursed for such relocation, Franchisee shall be similarly reimbursed.

Section 3.13 - (reserved)

Section 3.14 - SERVICE INTERRUPTION; REBATES

Franchisee shall endeavor to 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 3.15 - CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Franchisee shall construct and operate a Cable System and render service to subscribers consistent with all generally applicable federal, state and local regulations during the term of this Franchise. In addition, the construction, maintenance and operation of the Cable System for which this Franchise is granted shall therefore be in conformance with, the applicable provisions of the National and Maine Electrical Codes, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the FCC. 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 Town.

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

Section 3.16 - 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 shall not require any such notice so long as such inspection of facilities in plain view does not involve any touching of or contacting the facilities. 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 Town shall be at the sole cost and expense of the Town 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 Town's reasonable inspection costs from franchise fees that are owed pursuant to Article 5 of this Franchise.

Section 3.17 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or emergency in the Town, 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 Town 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 3.18 -- EMERGENCY AUDIO ALERT

The Subscriber Network shall comply with the FCC's and/or FEMA's Emergency Alert System ("EAS") regulations as applicable. The Franchisee shall, upon request of the Franchising Authority, test and report on the foregoing emergency communications capabilities and provide the Town 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) all PEG Access channels 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 channels and pursuant to applicable 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 and agrees to provide close captioning in accordance with applicable federal law.

Section 4.7 - CHANNEL LINEUP

Franchisee shall notify the Franchising Authority and subscribers, thirty (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 thirty (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 fifteen (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

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 law, Franchisee shall allow subscribers to purchase tuning (not descrambling) converters and/or receivers from parties other than the Franchisee 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, said pass-through and externalization shall be in accordance with federal law.

ARTICLE 5

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

Section 5.1 PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

Educational and governmental (“EG”) Access Programming and facilities and equipment shall be provided pursuant to the provisions of this Article 5, 47 U.S.C. s.531 and applicable laws.

Section 5.2 EDUCATIONAL, GOVERNMENTAL AND PUBLIC ACCESS TO THE CABLE SYSTEM

(a) Educational and governmental access programming may be placed on the Old Orchard Beach Cable System Access channel subject to rules established by 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 ANNUAL OPERATING FUNDS; ACCESS FUNDING

The Franchising Authority may designate the franchise fee or a portion thereof under Section 7.8 of this License for access purposes including access designee use or as required by applicable local ordinance or by-law.

Section 5.4 ACCESS EQUIPMENT

Franchisee shall provide the Town with the equipment, as specified in Schedule 5.4 attached and incorporated herein. Said equipment shall be provided and fully installed, including necessary wiring, by Franchisee in two phases as set forth in Schedule 5.4. Phase 1 installation shall be completed at Town Hall within six months from the Effective Date of this Renewal Franchise and said Town Hall equipment shall be for purposes of coverage and live cablecasting of municipal meetings. Franchisee shall procure and install at Old Orchard Beach Middle School the equipment listed in Schedule

5.4 for Phase 2 provided the School Department or Town has on staff or contracts with a qualified individual experienced in the day to day operations of such equipment and said school-based equipment shall be used for both Educational Access and Government Access in accordance with Franchising Authority guidelines. The foregoing Phase 2 procurement and intallation shall be initiated by a written request from the Town Manager and, barring unforeseen circumstances beyond Franchisee's control, Franchisee shall have seventy-five (75) days to install said Phase 2 equipment. The Town's staff person or contract personnel shall be available as of the time of installation of the Phase 2 equipment and at least two weeks prior thereto for necessary coordination and consultation.

With respect to equipment provided pursuant to this Section 5.4, Franchisee agrees to replace, with comparable but new equipment, equipment that is not reasonably usable due to normal wear and tear. The Town 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 Town and the School Department shall be owned by the Town and use shall ultimately be subject to Franchising Authority control. Franchisee agrees to provide the Town 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 Town's equipment is broken or not available for use. Until such time as Franchisee installs the equipment set forth in Schedule 5.4 for Phase 1, Franchisee shall continue municipal meeting coverage. The parties acknowledge that any equipment provided by Franchisee to the Town pursuant to prior franchises for studio and access purposes shall remain the property of the Town. It shall be a condition of the School Department's use of any equipment provided hereunder that said School Department shall permit and facilitate use of such equipment for coverage of open meetings of the School Board.

Section 5.5 ACCESS CHANNELS AND FACILITY

(a) Franchisee shall initially continue to provide the Town with one Access channel on the subscriber network for Old Orchard Beach access uses and said Access Channel shall initially continue to be shared with the City of Saco for access uses. Upon written request of either the Old Orchard Beach or Saco franchising authority, Franchisee shall provide each of Old Orchard Beach and Saco their own separate access channel for Old Orchard Beach and Saco separate access use, respectively. Said separate access channel, one for each community, shall be in lieu of the initial shared Old Orchard Beach-Saco access channel. In the event that the foregoing Old Orchard Beach Access Channel is used seventy-five percent (75%) of the available cablecast hours in two consecutive months, as measured during the hours of noon to ten p.m each weekday, Franchisee shall provide the Town with one additional access channel. To be counted toward the foregoing utilization formula, said access programming shall be locally produced, original, non-duplicated and non-character generator programming. In the event a second access channel is provided under the foregoing utilization formula, if said second access channel also meets the utilization formula, a third access channel shall be provided, but not more than a third access channel. Said channel(s) shall initially be for educational and municipal access uses as determined by the Franchising Authority, with appropriate scheduling or allocation of time blocks for educational and governmental use as lawfully determined by the Franchising Authority. Notwithstanding the intent hereof to provide for Educational and Government Access, the Franchising Authority reserves the right to provide, in the future, for public access use(s) as may be determined by the Franchising Authority in accordance with applicable law.

(b) Said access channel(s) shall be able to transmit upstream from a remote-origination site at the Town Hall.

(c) The Franchising Authority, through the Access Designee, if any, will be responsible for operations and programming of the access channel(s).

Section 5.6 SYSTEM DESIGN

Franchisee shall maintain headend equipment to process the upstream signals from the Town Hall to place such signals on the designated education and municipal

access cable channel(s). The Franchising Authority, or its Access Designee, if any, will, however, be responsible for scheduling and transmitting of access programming on the access channel(s). Franchisee shall not be responsible for the quality of the upstream signal prior to origination.

Section 5.7 SYSTEM MAINTENANCE OF CHANNELS

Franchisee shall monitor the access channels for technical signal 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 have any responsibility for the production quality of access users' productions. Upon a Franchising Authority finding of significant signal quality problems, if any, Franchisee shall designate an engineer to investigate and report on same within twenty-one (21) days of Franchising Authority request and to take reasonable steps to rectify signal quality problems, resulting from Franchisee's plant, if any.

Section 5.8 MISCELLANEOUS ACCESS MATTERS

The Franchising Authority and/or Access Designee may require any producer, user or programmer to assume individual responsibility for any Access program-based liability including, but not limited to, liability for copyright infringement or defamation, and to hold the Town, Franchisee and Access Designee harmless for same, subject to Cable Act and FCC requirements. The Franchising Authority reserves the right to adopt lawful operating rules with respect to implementation of the foregoing.

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 locate at a convenient location within Saco a customer service office 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, which may be changed from time to time to reflect the needs of the community.

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

Franchisee shall maintain a local, toll-free or collect call telephone access line, which will be available to its subscribers twenty-four (24) hours a day, seven (7) days a week, with trained customer service personnel, 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 exercise diligent efforts to 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 services 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 percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

A Subscriber shall receive a busy signal less than three percent (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, 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 maintain and operate a toll free telephone access line to a customer service call center (or its equivalent) 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 call centers. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.
- (b) In the event that the Franchisee does not maintain and operate its customer service call centers 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 by the subscriber, the Franchisee shall promptly contact the individual Subscriber to follow-up on his or her individual problem and/or inquiry.

Section 6.4 INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Franchisee shall provide Cable Service(s), for new standard installations (not to exceed one hundred and fifty (150) feet from the existing distribution system), 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 (4) 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 and schedule installation or service call on a priority basis 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 during normal business hours including some evening hours at least one night per week and/or some weekend hours per week.

(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 (as defined by the FCC), 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) Service interruptions and system outages shall be responded to promptly by technical personnel, and in no event later than 24 hours after the interruption or outage becomes known.

(h) The Franchisee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a written request from a Subscriber to do so. The parties acknowledge such subscriber drop removal need not be done in the case of a routine disconnect.

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 the availability of special equipment such as VCR kits, A/B switches, and lockboxes.

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

(e) 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, with charge for same in accordance with FCC equipment rate rules. 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.

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 will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber, except additional time shall be available where necessary based on the circumstances.

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 551 or other applicable law.

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 Town, information concerning the viewing habits, or subscription package decisions of any individual subscriber except as provided or required 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 Town, 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 or Franchising Authority surveys the Old Orchard Beach subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Franchising Authority or Franchisee, as applicable, share the results of its programming surveys so long as the Franchisee or Franchising Authority 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 Cable System. 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 Old Orchard Beach 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 Town 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. Upon receipt of notice in writing from the Town, the Franchisee shall at its own expense defend any such actions or proceedings. Indemnified expenses shall include without limitation, all out-of-pocket expenses, such as attorney's fees.

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

- (1) promptly notify Franchisee of any claim or legal proceeding which gives rise to such right;

- (2) the Town 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 Town , in its sole discretion, determines that its interests cannot be represented in good faith by the Franchisee in which event the Town shall be responsible for its own costs and further acceptance of any non-monetary settlement or term involving injunctive relief or orders affecting the Town shall be subject to Town's consent; and
- (3) the Town 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 Town as an additional named insured with an insurance company authorized to conduct business in Maine satisfactory to the Franchising Authority indemnifying the Town and the Franchisee from and against any and all claims for injury or damage to persons or property, both real and personal, caused by 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 Town.

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 Town, with at least one good and sufficient surety franchised to do business in the State of Maine and reasonable approval by the Town in the sum of One Hundred Thousand Dollars (\$100,000) 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). 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 Town 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 provisions of this Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation or removal of the Cable System, the Town shall recover from the surety of such bond all damages up to the limits insured by such

bond, suffered by the Town as a result thereof, within thirty (30) days after a written request for same. Said condition shall be a continuing obligation of this Franchise, and thereafter until Franchisee has liquidated all of its obligations to the Town 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 of the subscriber, 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 of the subscriber, where the loss of service is due to reasons under Franchisee's control, Franchisee shall exercise reasonable efforts to provide Subscriber a credit for such service.

Section 7.6 PERFORMANCE EVALUATION SESSIONS

The Franchising Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the 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 fully cooperate with the Franchising Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Franchisee. Franchisee shall notify its subscribers of all performance evaluation sessions by announcements on the Local Origination channel of its Cable System 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) The payment of damages for violations under this Franchise shall not be deemed to excuse the violation.

(b) Failure of the Town 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

Subject to applicable law, Franchisee shall make quarterly payments to the Franchising Authority, of four percent (4%) of its Gross Annual Revenues for the first calendar year of this Franchise; of four and a half percent (4.5%) of its Gross Annual Revenues for the second calendar year; and five percent (5%) of its Gross Annual Revenues for the third and remaining years of the Franchise. Said quarterly payments shall be made within forty-five days of the close of each quarter. 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.

Should Franchisee fail to timely make any payment under this Article 7, and should such failure continue for a period of ten (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, or three years, whichever is longer. 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) Upon request, Franchisee shall not less than once every three months 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, in conjunction with the Franchising Authority, 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 fully 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 terms satisfactory to both the Town and Franchisee, who is not an employee or agent of the Franchisee of the Town.

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

Upon request of the Franchising Authority, The Franchisee shall file annually with the Franchising Authority, a statement of its Old Orchard Beach Gross Annual Revenues in accordance with Generally Accepted Accounting Principles, and the foregoing shall be provided within two months of the close of the calendar year. Such statements shall be sworn to by the person preparing same and by the supervising financial officer.

Section 7.14 NUMBER OF SUBSCRIBERS

Upon request of the Franchising Authority, Franchisee shall file annually, but no more than once annually, with the Franchising Authority a report containing the number of subscribers within the Old Orchard Beach service area.

Section 7.15 LINE EXTENSION REPORT

Upon request of the Franchising Authority, The Franchising Authority may require Franchisee to submit a report detailing the areas in the Town 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 Town to invoke any remedy under this Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Secton 7.17 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 Town of Old Orchard Beach, 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: Town Administrator, Old Orchard Beach Town Hall, One Portland Avenue, Old Orchard Beach, ME 04064, 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: Government Affairs, Time Warner, 118 Johnson Road, Portland ME 04102 with a copy to Attn: Corporate Counsel, Time Warner, 290 Harbor Drive, Stamford, CT 06092 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 twelve (12) 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

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several material provisions of 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 material 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 applicable law;

(vi) invoke any other lawful remedy available to the Town.

Franchisee reserves the right to appeal any finding of the Franchising Authority 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 above.

(1) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 3.2 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(2) For failure to obtain the approval of the Franchising Authority for any transfer of the Renewal Franchise in accordance with Section 2.5 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 comply with the FCC's Customer Service Obligations in accordance with Section 6.2 *infra*, and schedule 6.2 attached hereto, Fifty Dollars (\$50.00) per day that any such non-compliance continues.

(5) For failure to submit required reports, pursuant to Article 7 herein, for 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 Town, 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 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; (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 Town shall have all of the rights provided in the Renewal Franchise.

Section 9.4 NO WAIVER-CUMULATIVE REMEDIES

(a) Subject to Section 626(d) of the Cable Act, no failure on the part of the Town 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 Town 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 Town.

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

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS 23rd DAY OF October, 2003.

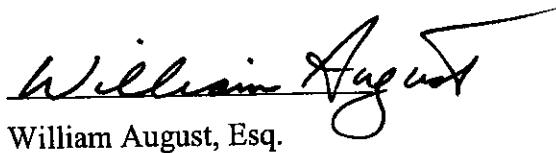
TOWN OF OLD ORCHARD BEACH

By:

 James H. Brown, its Town Manager

as duly authorized by the Franchising Authority hereof

Approved as to form:

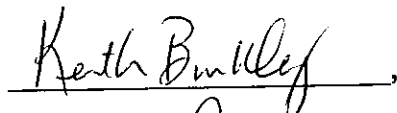
 William August

William August, Esq.

Special Counsel for the Town of Old Orchard Beach

This Franchise is hereby Accepted by Time Warner Cable Inc.

By:

 Keith Buntley,

Name/title:

President

TABLE OF SCHEDULES/EXHIBITS

Schedule 4.1	Initial Rates
Schedule 4.3	Broad Categories of Programming
Schedule 4.4	Initial Program Services
Schedule 5.4	PEG Equipment List
Schedule 6.2	Customer Service Obligations

Schedule 4.1 Initial Rates

York County 2003 Prices

This chart explains the billing changes going into effect on January 1, 2003. Unlike our competitors, our prices are for whole house service. That means that one monthly fee covers programming costs on all outlets in your home. The only extra fee would be the rental of any additional equipment you desire.

Since cable television is a subscription service, like a magazine or newspaper you are billed in advance of service. We encourage you to call us with any comments or questions you may have at: (207)253-2222 or (800)833-2253.

MONTHLY SERVICES

	Present Price	Jan. 1st 2003
Lifeline	\$12.00	\$13.17
Standard Tier	\$24.50	\$26.08
Non-Addressable Converter	\$.68	\$.59
Addressable or Digital Converter	\$5.60	\$6.60
Remote Control	\$.35	\$.35
Digital Equipment Package (Digital converter with remote control, interactive guide, parental control and Pay Per View access)	\$8.95	\$9.95
Digital Additional Outlet	\$5.95	\$6.95
Digital Sports Pak	\$2.95	No Change
Road Runner	\$44.95	No Change
Earthlink	\$44.95	No Change
AOL (unlimited dial-up access)	\$54.95	No Change
AOL (dial-up access \$2.95/hr)	\$44.95	No Change
Home Networking	\$9.95	No Change
DVR (introductory price)	\$4.95	No Change

MONTHLY PACKAGES

Bridge (Includes Lifeline Service plus Standard Tier, over 75 channels of local programming and cable networks)	\$36.50	\$39.25
Digital Cable Package (Bridge Package with converter & remote control plus over 95 digital channels)	\$48.95	\$53.45
Digital Cable Package Plus (Bridge Package with converter & remote control plus over 105 digital channels)	\$51.95	\$56.45
Digital Feast (Digital Cable Package Plus with HBO, Showtime, Cinemax and The Movie Channel)	\$74.95	\$79.45
Digital Online (Digital Cable Package Plus with Road Runner)	\$96.90	\$101.40
Digital Value Package (Digital Online plus 2 premiums)	\$107.95	\$112.45
Digital Home (Digital Feast with Road Runner)	\$117.95	\$122.45

PREMIUM CHANNELS

	Present Price	Jan. 1st 2003
First Movie Channel w/Digital	\$9.95	No Change
First Movie Channel w/out Digital	\$11.95	No Change
Each Additional excluding Starz & TV5	\$5.00	No Change
Additional - Starz!	\$7.00	No Change

Premium Subscription

Video On Demand Access \$6.95 No Change

ONE-TIME SERVICE CHARGES

Pay Per View Movies	\$3.95	No Change
Pay Per View Events	varies by event	varies by event
Pay Per View Adult	\$7.95	\$8.95
Movies On Demand - New Releases	\$3.95/ea.	No Change
Movies On Demand - Movie Favorites	\$1.95/ea.	No Change
Movies On Demand - Adult	\$7.95	\$8.95

2002 LIMITED PROMOTIONAL PRICES

Downeast Feast (Digital Cable Package Plus with HBO, Showtime, Cinemax, Starz and The Movie Channel)	\$77.95	\$82.45
Digital Home - Introductory (Downeast Feast with Road Runner)	\$115.95	\$120.45
Digital Home - July 2001 (Downeast Feast with Road Runner)	\$119.90	\$124.40

FCC SUBSCRIBER FEES

The Federal Communications Commission sets the rate for this fee annually. The fee goes to the FCC to help fund their cable television regulatory functions. The fee is currently set at \$.04 per month.

ACCESS FEES

Some towns or cities may charge an access fee that covers the cost of providing local access programming.

FRANCHISE FEES AND SALES TAX

Programming prices do not include tax and franchise fees. Each town or city sets the franchise fee percentage therefore they will vary. You may see a slight increase in both sales tax and franchise fees because they are calculated as a percentage of your service costs.

We are dedicated to assuring the complete satisfaction of every customer we serve, the first time, every time. The following guarantees our commitment to you:

- If we are late for an installation appointment, you get it free. Guaranteed!
- If we are late for a service appointment, you receive a \$20 refund!
- If you are not completely satisfied with your cable service within 30 days, we'll fully refund the cost of your first month's cable bill!

Schedule 4.3 Broad Categories of Programming

Sports

News

Weather

General Entertainment (including movies)

Documentary

Arts/Cultural

Children/Family Oriented

ForeignLanguage

Schedule 4.4 Initial Program Services



As of 10/01/03

York County Line-Up

LIFELINE

- 1 TVW Shopping
(Ch 96 on Cable Ready Sets)
- 2 Public Access
- 3 Public Access
- 4 WBZ (CBS)
- 5 WCVB (ABC)
- 6 WCBH (NBC)
- 7 Fox 23 WPFO
- 8 WMTW (ABC)
- 9 News 8 WMTW
- 10 WCBS (PBS)
- 11 WENH (PBS)
- 12 WPXT (WB)
- 13 WGME (CBS)
- 14 QVC Home Shopping
- 15 TV Guide
- 16 C-SPAN
- 17 WPME UPN35
- 18 Shop NGX
- 19 Maine Cable Network
- 20 WHDH-7 (Boston NBC)- Base/Moody
- 21 WGBH (Boston PBS)- Moody
CHLT-(Canada) Biddeford
- 22 CKSH
- 96 TVW Shopping
- 98 C-SPAN 2

BRIDGE PACKAGE (Includes ch. 1-23,96,98)

- 23 Home Shopping Network
- 24 Discovery Channel
- 25 ABC Family
- 26 USA
- 27 NESN
- 28 Fox Sports New England
- 29 The Golf Channel
- 30 ESPN
- 31 ESPN2
- 32 The Weather Channel
- 33 PAX TV
- 34 Disney
- 35 Cartoon Network
- 36 Nickelodeon
- 37 MSNBC
- 38 CNN
- 39 Headline News
- 40 CNBC
- 41 Fox News
- 42 NECN
- 43 TNT
- 44 Lifetime
- 45 Lifetime Movie Network
- 46 The Learning Channel
- 47 AMC American Movie Classics
- 48 Home & Garden

BRIDGE PACKAGE (continued)

- 49 Travel Channel
- 50 A&E Arts & Entertainment
- 51 Food Network
- 52 Bravo
- 53 Court TV
- 54 EWTN
- 55 Hallmark Channel
- 56 Sci-Fi Channel
- 57 Animal Planet
- 58 The History Channel
- 59 CMT Country Music Television
- 60 Video Marketplace
- 61 Comedy Central
- 62 FX
- 63 Encore
- 64 E! Entertainment Television
- 65 Outdoor Life Network
- 66 Turner Classic Movies
- 67 TV Land
- 68 TBS
- 69 VH1
- 70 MTV
- 71 WE Women's Entertainment
- 72 Oxygen
- 73 SoapNet
- 74 Shop At Home
- 75 National Geographic
- 76 Spike TV

PAY PER VIEW*

- 90 Events
- 97 Pleasure (Adult)

DIGITAL* (Includes Channels 1-76,96,98)

- 89 Buzztime
- 100 Biography Channel
- 101 History Channel International
- 102 Tech TV
- 103 The Science Channel
- 104 Discovery Health
- 105 Discovery Times Channel
- 106 Discovery Wings
- 107 Discovery Home & Leisure
- 110 Discovery Kids
- 111 Nickelodeon GoS
- 112 Noggin
- 113 Toon Disney
- 114 Disney Channel 2
- 115 Boomerang
- 116 Nick Too
- 118 Overton
- 119 Fine Living

DIGITAL* (continued)

- 120 CNBC World
- 121 The Health Network
- 122 Style
- 123 CNN International
- 124 DIY Do It Yourself
- 125 Fox Movie Channel
- 126 Fox Sports World
- 127 BBC America
- 128 ESPNNews
- 129 Newsworld International
- 130 Bloomberg
- 131 Family Net
- 132 Lifetime Real Women
- 133 GoodLife TV
- 134 Trio
- 135 ESPN Classic
- 136 Speed Channel
- 137 The Outdoor Channel
- 138 C-SPAN 3
- 139 CNNFN
- 140 MTV2
- 141 VH1 Classic
- 142 FUSE
- 143 Great American Country
- 144 BET On Jazz
- 147 Trinity
- 150 America's Store
- 151 Game Show Network
- 152 G4
- 160 IFC Independent Film Channel
- 170 Maine PBS
- 171 Maine PBS Kids
- 172 Maine PBS You
- 173 Maine PBS Plus
- 188 Encore West
- 189 Encore Love Stories
- 190 Encore Love Stories West
- 191 Encore Mysteries
- 192 Encore Mysteries West
- 193 Encore Westerns
- 194 Encore Westerns West
- 196 Encore True Stories
- 198 Encore True Stories West
- 197 Encore Action
- 188 Encore Action West
- 189 WAMI

DIGITAL PREMIUM CHANNELS*

- 200 HBO
- 201 HBO West
- 202 HBO On Demand
- 203 HBO 2
- 204 HBO 2 West
- 205 HBO Family
- 206 HBO Family West
- 207 HBO Signature
- 208 HBO Signature West
- 209 HBO Comedy
- 210 HBO Comedy West
- 211 HBO Zone
- 212 HBO Zone West
- 213 HBO Latino
- 214 HBO Latino West
- 220 Cinemax
- 221 Cinemax West
- 222 MoreMax
- 223 MoreMax West
- 224 ActionMax
- 225 ActionMax West
- 226 ThrillerMax
- 227 ThrillerMax West
- 228 WMAX
- 229 @MAX
- 230 OuterMAX
- 231 5 Star MAX
- 250 Showtime
- 251 Showtime West
- 252 Showtime Too
- 253 Showtime Too West
- 254 Showtime Showcase
- 255 Showtime Showcase West
- 256 Showtime Extreme
- 257 Showtime Extreme West
- 258 Showtime Beyond
- 259 Showtime Beyond West
- 260 Showtime Women
- 261 Showtime Women West
- 262 Showtime Next
- 263 Showtime Next West
- 264 Showtime Family Zone
- 265 Showtime Family Zone West
- 266 The Movie Channel
- 267 The Movie Channel West
- 268 TMC XTRA
- 269 TMC XTRA West
- 270 STARZ!
- 271 STARZ! West
- 272 STARZ! Theater
- 273 STARZ! Theater West
- 274 STARZ! Family
- 275 STARZ! Family West
- 276 STARZ! Cinema
- 277 STARZ! Cinema West
- 278 Black STARZ!

DIGITAL PREMIUM CHANNELS (cont'd)*

- 279 Black STARZ! West
- 285 TV5**
- INDEMAND Pay Per View***
- 300 Pay Per View Previews
- 301 Events
- 302 Events All Day Format
- 303-330 Movies
- 335 Playboy (Adult)
- 336 TeN (Adult)
- 337 TeN Clips (Adult)
- 338 TeN Blue (Adult)
- 339 TeN Blox (Adult)
- 340 Adult on Demand
- Sports INDEMAND Pay Per View***
- 323-328 NASCAR IN CAR
- 400-411 NBA LEAGUE PASS
- 421-430 NHL CENTER ICE
- 431-440 MLB EXTRA INNINGS
- 441-446 ESPN Sports
- ESPN Game Plan & ESPN Full Court
- 441-446 MLB Shootout
- DIGITAL SPORTS PAK***
- Fox Sports Digital Nets**
- 460 Atlantic
- 461 Central
- 462 Pacific
- 463 Fox Sports on Espanol
- 465 The Tennis Channel
- 466 NBA TV
- HDTV***
- 500 HBO HDTV
- 501 HBO HDTV West
- 520 Showtime HDTV
- 521 Showtime HDTV West
- 550 Discovery HD Theater
- ICONTROL Movies On Demand***
- 900 Movies on Demand
- 901 Adult on Demand
- 902 HBO On Demand
- 903 Cinemax on Demand
- 904 Showtime on Demand
- 905 TMC on Demand
- Favorites on Demand***
- 911 Oxygen on Demand
- 913 Court TV on Demand
- 914 TECH TV on Demand
- 915 HGTV on Demand
- 916 DIY on Demand
- 917 Food Network on Demand
- 918 Biography on Demand
- 919 Music on Demand
- 920 BBC America on Demand
- 921 Cartoon Network on Demand
- 922 CNN Showcase on Demand
- 923 Comedy Central on Demand
- 924 Golf Channel on Demand
- 925 Answers on Demand
- 926 PBS Kids on Demand

MUSIC CHOICE*

- 601 Showcase
- 602 Today's Country
- 603 Classic Country
- 604 Americana
- 605 Bluegrass
- 606 R&B and Hip Hop
- 607 Classic R&B
- 608 Smooth R&B
- 609 Rap
- 610 Metal
- 611 Rock
- 612 Power Rock
- 613 Classic Rock
- 614 Alternative Rock
- 615 Electronica
- 616 Dance
- 617 Progressive/Adult Alternative
- 618 Soft Rock
- 619 Hit List
- 620 Party Favorites
- 621 80's
- 622 New Wave
- 623 70's
- 624 Solid Gold Oldies
- 625 Singers & Standards
- 626 Big Band & Swing
- 627 Easy Listening
- 628 Smooth Jazz
- 629 Jazz
- 630 Blues
- 631 Reggae
- 632 Soundscapes
- 633 Classical Masterpieces
- 634 Opera
- 635 Light Classical
- 636 Show Tunes
- 637 Contemporary Christian
- 638 Gospel
- 639 For Kids Only
- 640 Sounds of the Season
- 641 Musica Latina
- 642 Salsa y Merengue
- 643 Rock en Espanol
- 644 Latin Love Songs
- 645 Mexicana
- 661 Cable Radio Network
- 662 Cable Radio Network
- 663 Cable Radio Network
- 664 Cable Radio Network
- 665 Cable Radio Network
- 666 Cable Radio Network

**Additional \$9.95
*Home Communications Terminal Required

Schedule 5.4

*** Phase 1 ***

June 26, 2003

Old Orchard Beach Beach Council Chamber

4	Sony	SSC-DC50A	Single Chip Fixed Color Camera
1	Sony	YSW-270	4 Camera Power Supply
2	Canon	J10x10R-IIPZF	10x Remote Control Lens
2	Chugai	T6Z5710AIDC	1/3" 5.7-34.2mm Manual Zoom Lens
2	Panavise	826-09W	Fixed Camera Wall Mount
2	Pro Four	1010RP	Remote Heads
1	Pro Four	2100RCTR	Rack Mount Controller
1	Pro Four	284010C	10' Data Cable
2	Pro Four	281025	25' Data Cable
2	Pro Four	4000W	Wall Brackets for Remote Heads
1	Hotronic	AX-81ML	8-Input Digital Switcher/TBC w/Fade
4	Delvcam	Delv-Pro56	Monitors
2	Delvcam	Delv-RM2	Rackmount Frame
1	Sony	KV-13FS100	13" Color Monitor/Receiver
1	Mid/Atl.	U-2	2 Space Shelf for KV-13FS100
1	Panasonic	AG-3200	SVHS/VHS VCR w/Flying Erase Head
1	Mid/Atl.	RSH-4S	Custom Rackshelf for AG-3200
1	Burst	SG-3	Color Bar Sync Generator
1	Burst	VDA-4	Video DA
1	Burst	ADA-4U	Audio DA
1	Burst	RK-344	Rackmount Kit
2	Mid Atl	PD-1415C-NS	Power Strips
2	Mid Atl	WRK-4427LRD	Equipment Racks
1	Mid Atl	SPN-44-267	Set-Side Panels
2	Mid Atl	MW-VT	Vented Tops
1	Mid Atl	LBP-1S	Lacing Bars
1	MVS	Misc	Installation

Automated Playback

1	Leightrnx	Mini-T Pro	Event Controller
1	Mid/Atl.	RSH-4S	Custom Rackshelf for Mini-T NET
1	Leightrnx	PRPAIR	Control Cable/AG-3200
1	Leightrnx	PRSYDVD	Control Cable/DVP-NS315
1	Panasonic	AG-3200	SVHS/VHS VCRs
1	Sony	DVP-NS325	DVD Player
2	Mid/Atl.	RSH-4S	Custom Rackshelves for VCR & DVD
1	FM Sys	ALM-771	Audio Level Master

Bulletin Board

AcerOpen Pentium 4, 2.4Ghz Processor, 512Mb PC2100 DDR 266MHz SDRam, 80Gb ATA/100 IDE Hard Drive, 56X CDRom Drive, Intel DVMT Extreme Graphics, Windows 2000 Professional, Floppy Drive, Integrated 10/100 Ethernet Card, Integrated Sound Card, Spill Resistant Keyboard, Wheel Mouse, Slim Desktop Case w/180Watt Power Supply.

TvOne CS-400 CORIOSelect 1024x768 Scan Converter with Scala MM-200 Image Authoring Software. Includes upgrade to Scala InfoChannel Designer.

Benq G774, 17" 1280x1024 Flat Screen Monitor.

Winsted 85098 Swivel Keyboard & Mouse Shelf.

Middle Atlantic U-2, 2 Space Shelf for Benq G774 Monitor.

Installation and integration of hardware and software.

Sony DSC-P51 Digital Still Camera w/Optical Zoom

Sony MSA-128A 128Mb Memory Stick

Sony MSACUS1A Memory Stick Reader

TOWN COUNCIL CHAMBER SOUND SYSTEM ADDITIONS*, including:

1	TOA	AX-1000A	8-input automatic microphone mixer
3	TOA	M-01S	Microphone input module
1	TOA	YX-1000	Automatic mixer linking cable
5	Audio Technica	AT-831b	Cardioid condenser lavalier microphones
5	Audio Technica	AT8314-6	6' microphone cable
3	Switchcraft	D3F	Flush-mount microphone receptacle
	Misc.		Hardware, connectors, labels, etc.
700'	Eastman	5922	20-2 shielded pair microphone cable

*The above Council Chamber sound system additions to be installed in accordance with the recommendations of Audio Design, Inc. letter to Time Warner dated March 24, 2003 attached as Schedule 5.4(a) and made a part hereof.

School-based School/Community Production Equipment (see next page)

School-based School/Community Production Equipment

Make	Model Number	Item	Quantity
Marshall	VR44P	Quad Monitor	1
Marshall	VR82P	Dual Monitor	1
Hotronics	AX-81-ML	Video Switcher	1
Sony	DCR-TRV38	Mini DV Camcorders	3
Bogen	3046/3433	Tripod & Head	3
Bogen	522	Remote Control Handles	3
Panasonic	AG-3200	S-VHS VTR	1
Mid Atlantic	RSH-4S-Clamp	Rack Mount	1
Telex	MS-2002	Intercom	1
Telex	MCP-90-12	Gooseneck Mic	1
R-Columbia	RC-602	Belt Packs	6
R-Columbia	CC-IC-2C	Headsets	6
Conquest	S2B-25	Cables	6
Telex	BOP-1000	Rackmount Panel	1
Telex	TW-7W	Headset Breakout	1
Burst	VDA-4	Video Distribution Amp	1
Burst	ADA-4U	Audio Distribution Amp	1
Burst	SG-3	Sync Generator	1
Burst	RM-344	Rack Mount	1
FM Systems	ALM 771	Audio Level Master	1
MVS	Miscellaneous	Video Adapters	1
MVS	Miscellaneous	500' Video Cables/(2)Reels	1
BTX	Custom	BNC Chassis Mount A/V I/O	1
Mid	Atlantic	PD-915R Power strip	1
SKB	19-12U	12RU Rack Case	1
Audio Technica	AT-MX341A	Audio Mixers	4
Audio Technica	AT-6828	Rackmounts	2
Audio Technica	ST-95MKII	10 Mics/5Booms	1
Mid Atlantic	TD-4	7" Rack Drawer	1
BTX	Custom	16 Mic Input Plate	1
Mid Atlantic	PD-915R	Power strip	1
SKB	19-6U	6RU Rack Case	1
Conquest	Conqueror Pro	50'/16 Mic Snake	1
Conquest	S2B-25	Mic Cables	19
MVS	MSL	Fabrication	1

OOB - 6/17/03

The Town will diligently consider any Franchisee proposal to substitute equivalent equipment items listed above however, the Town 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.

(Council audio)
(00)

Schedule 5.4(a)

March 24, 2003

Michael Leonard
Time-Warner Cable of Maine
118 Johnson Road
Portland, Maine 04102

Dear Mike:

After reviewing your requirements for additions and modifications to the Old Orchard Beach Town Council Chamber sound system, at the Old Orchard Beach Town Hall, and after having surveyed that facility and discussed the requirements with you, we would make the following observations and recommendations:

- It is understood that it is required to add three (3) additional microphone inputs to the system - two (2) microphone inputs at a staff table beside the dais, and one (1) microphone at a podium.
- The existing TOA AX-1000 8-input automatic microphone mixer has all (8) available microphone inputs presently used, and has no room for expansion. Therefore, an additional mixer must be added.
- The existing Soundolier 300-21 equipment cabinet is presently full, with no additional panel space for added equipment.
- Some of the existing equipment presently mounted in the equipment cabinet (compressor/limiter, wireless microphone receiver) would be more appropriately located in the new video control rack, in the meeting room at the rear of the Council Chamber. This would provide the needed additional rack space in the cabinet for the added mixer, and would remove the relocated equipment from potential tampering by unauthorized or untrained personnel.
- It is understood that the existing system is plagued by several noise and interference problems, notably from the Council Chamber lighting system, resulting from poor bonding and grounding technique during installation. These problems need to be eliminated in order to provide the proper noise immunity and required intelligibility.
- The existing lavalier microphones used at the dais were originally, and still should be, of the cardioid, or directional, type, providing the required gain-before-feedback needed in a multiple microphone system. Evidently, several microphones have subsequently been replaced using

- omni-directional types, reducing the gain-before-feedback. These microphones should be replaced using the proper types.

In order to provide the features and functions outlined on the previous page, we would recommend installation of the following:

TOWN COUNCIL CHAMBER SOUND SYSTEM ADDITIONS, including:

1	TOA	AX-1000A	8-input automatic microphone mixer
3	TOA	M-01S	Microphone input module
1	TOA	YX-1000	Automatic mixer linking cable
5	Audio Technica	AT-831b	Cardioid condenser lavalier microphones
5	Audio Technica	AT8314-6	6' microphone cable
3	Switchcraft	D3F	Flush-mount microphone receptacle
	Misc.		Hardware, connectors, labels, etc.
700'	Eastman	5922	20-2 shielded pair microphone cable

The additions outlined above would provide three (3) additional microphone receptacles at the end of the permanent dais, two(2) for use by staff personnel seated at a portable table to be located at the end of the dais, and one (1) for use with a public podium to be located in the same general area. New wiring would be furnished and installed for these microphone receptacles.

The existing TOA AX-1000 automatic microphone mixer would be supplemented with another identical mixer, and linked using the appropriate linking cable. This mixer is modular in nature, and accepts input modules appropriate for the intended purpose. Accordingly, three (3) TOA M-01S microphone input modules would be installed for connection of the new microphone receptacles. In order to accommodate the new mixer in the existing cabinet (requiring three rack units, or 5 ¼" of panel space), the existing TOA L-1102 compressor/limiter and the existing Shure L4 wireless microphone receiver would be removed and relocated to the new video control rack in the meeting room at the rear of the Council Chamber. These units provide no user controls, and would be better suited out of reach of the general public.

Two (2) new lavalier microphones, identical to the existing units, would be provided for use at the new Staff table, and two additional microphones would be provided to replace the existing omni-directional microphones. One additional microphone would be provided for use as a spare.

All wiring and connections in the system would be checked and tested, and reworked as necessary to adhere to professional engineering standards, and to eliminate the existing ground loop problems. The system would be (re)equalized using accepted real-time spectrum analysis techniques, to provide the required intelligibility. The system gain structure would be adjusted to provide the required overall signal-to-noise ratio, and to provide the required output feed levels to your equipment and to the existing audio cassette recorder.

Descriptive literature and engineering specifications on all of the specified equipment are available for your review and comment. Thank you for the opportunity to present this information.

Sincerely,
AUDIO DESIGN, INC.

Stephen A. Crain
Engineering

SCHEDULE 6.2

FCC CUSTOMER SERVICE OBLIGATIONS

See the following pages.

Schedule 6.2

are required to be kept by §78.207 (political file); 78.221(f) (sponsorship identifications); 78.79 (KEO records available for public inspection); 78.225(c) (commercial records for children's programming); 78.601(c) (proof-of-performance test data); 78.601(e) (signal leakage logs and repair records) and §78.701(h)(records for leased access).

(1) A record shall be kept of each test and activation of the Emergency Alert System (EAS) procedures pursuant to the requirement of part 11 of this chapter and the EAS Operating Handbook. These records shall be kept for three years.

(2) [Reserved]

(b) *Location of records.* The public inspection file shall be maintained at the office which the system operator maintains for the ordinary collection of subscriber charges, resolution of subscriber complaints, and other business or at any accessible place in the community served by the system unit(s) (such as a public registry for documents or an attorney's office). The public inspection file shall be available for public inspection at any time during regular business hours.

(c) The records specified in paragraph (a) of this section shall be retained for the period specified in §§ 78.207, 78.221(f), 78.79, 78.225(c), 78.601(c), and 78.601(e), respectively.

(d) *Reproduction of records.* Copies of any material in the public inspection file shall be available for machine reproduction upon request made in person, provided the requesting party shall pay the reasonable cost of reproduction. Requests for machine copies shall be fulfilled at a location specified by the system operator, within a reasonable period of time, which in no event shall be longer than seven days. The system operator is not required to honor requests made by mail but may do so if it chooses.

(Secs. 2, 3, 4, 5, 301, 303, 307, 308, 309, 315, 317, 48 Stat., as amended, 1064, 1065, 1068, 1069, 1081, 1082, 1083, 1084, 1085, 1088, 1089; (47 U.S.C. 152, 153, 154, 155, 301, 303, 307, 308, 309, 315, 317))

[39 FR 29186, Aug. 14, 1974, as amended at 40 FR 25024, June 12, 1975; 42 FR 19349, Apr. 13, 1977; 51 FR 28251, July 22, 1986; 54 FR 19617, Apr. 29, 1989; 57 FR 11001, Apr. 1, 1992; 58 FR 7093, Feb. 11, 1993; 59 FR 87103, Dec. 28, 1994]

§78.309 Customer service obligations.

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

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

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

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

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

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

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

(1) Cable system office hours and telephone availability—

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

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

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

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait

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

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

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

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

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

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

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

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

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

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

(3) Communications between cable operators and cable subscribers—

(i) Refunds—Refund checks will be issued promptly, but no later than either—

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

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

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

(4) Definitions—

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

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

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

PRODUCER
MARSH INC.
1166 Avenue of the Americas
New York NY 10036-2774

39497

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A ACE American Insurance Company

COMPANY B Indemnity Insurance of North America

COMPANY C

COMPANY D National Union Fire Ins Co of Pittsburgh

INSURED
TIME WARNER CABLE INC.
PORTLAND DIVISION
INDUSTRIAL ROAD
SACO ME 04072

899

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROF GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	HDO G21733647	6/1/2006	6/1/2007	GENERAL AGGREGATE \$ 20,000,000
					PRODUCTS - COMP/OP AGG \$ 20,000,000
					PERSONAL & ADV INJURY \$ 3,000,000
					EACH OCCURRENCE \$ 3,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08223245	6/1/2006	6/1/2007	COMBINED SINGLE LIMIT \$ 2,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
D	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	BE 4485521	6/1/2006	6/1/2007	EACH OCCURRENCE \$ 25,000,000
					AGGREGATE \$ 25,000,000
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	Co. B (IINA): WLR C44439773 (All States except CA & WI) Co. A (ACE): WLR C44439797 (CA) SCF C44439815 (WI) WLR C44439803 (TCP LP)	6/1/2006	6/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
					EL EACH ACCIDENT \$ 2,000,000
					EL DISEASE - POLICY LIMIT \$ 2,000,000
					EL DISEASE - EA EMPLOYEE \$ 2,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE:CATV OPS TOWN OF OLD ORCHARD BEACH IS INCLUDED AS ADDITIONAL INSURED UNDER GENERAL LIABILITY AIMA WHEN REQUIRED UNDER WRITTEN CONTRACT, UP TO THE LIMIT REQUIRED BY THE CONTRACT, NOT EXCEEDING THE POLICY LIMIT.

CERTIFICATE HOLDER

TOWN OF OLD ORCHARD BEACH
TOWN COUNCIL
OLD ORCHARD STREET
P.O. BOX 0
OLD ORCHARD BEACH ME 04064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

