

EXTENSION OF FRANCHISE
GRANTED PURSUANT TO ORDINANCE NO. 68

WHEREAS, Section 15 of said Ordinance, allows Blue Ridge Cable Television, Inc. to extend the franchise for an additional ten (10) years, with the approval of the Barrett Township Supervisors; and

WHEREAS, it is the desire of the Township Supervisors and Blue Ridge Cable Television, Inc. to continue service to the residents of Barrett Township, under the same terms and conditions, but not commit either party for a period of ten (10) years;

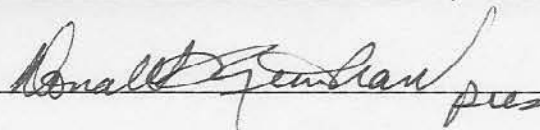
Blue Ridge Cable Television, Inc. and the Supervisors of Barrett Township hereby agree that the franchise issued to Blue Ridge Cable Television, Inc. shall be extended for an additional five (5) years, at which time, it may be extended for an additional five (5) year period, pursuant to the Ordinance, upon approval of the Township Supervisors.

ATTEST:

BLUE RIDGE CABLE TELEVISION, INC.

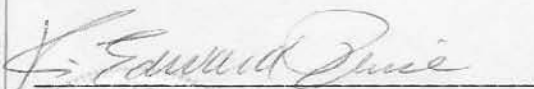


BY:

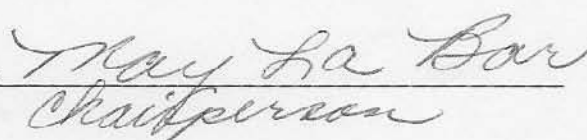
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ATTEST:

SUPERVISORS OF BARRETT TOWNSHIP



BY:

 *Chairperson*



AN ORDINANCE RELATING TO AND REGULATING COMMUNITY TELEVISION ANTENNA SYSTEMS IN THE TOWNSHIP OF BARRETT, MONROE COUNTY, PENNSYLVANIA.

WHEREAS, THE SUPERVISORS HAVE FULLY CONSIDERED THE LEGAL CHARACTER, FINANCIAL AND TECHNICAL QUALIFICATIONS OF PENCOR SERVICES AND BLUE RIDGE CABLE TELEVISION INC. AS WELL AS ITS CONSTRUCTION ARRANGEMENTS, IN A FULL PUBLIC PROCEEDING AFTER DUE NOTICE TO THE PUBLIC, AND IT HAS BEEN DETERMINED THAT A FORMAL FRANCHISE SHOULD BE GRANTED TO BLUE RIDGE CABLE TELEVISION INC.

BE IT ORDAINED AND ENACTED BY THE SUPERVISORS OF THE TOWNSHIP OF BARRETT IN COUNCIL ASSEMBLED, AND IT IS HEREBY ORDAINED AND ENACTED BY AUTHORITY OF THE SAME:

SECTION 1. (TITLE) This ordinance shall be known and may be cited as the BARRETT TOWNSHIP COMMUNITY ANTENNA TELEVISION FRANCHISE ORDINANCE.

SECTION 2. (DEFINITIONS)

a. "COMMUNITY ANTENNA TELEVISION" (CATV) shall mean an arrangement or combination of apparatus whereby television signals broadcast over the air are received at one or more towers, antennas or other devices from television stations licensed by the Federal Communications Commission and other information sources and which for a consideration are transmitted by means of a co-axial cable or other suitable device to television receiving sets or subscribers to such service.

b. "Township" is the Township of Barrett, Monroe County, Pennsylvania.

c. "Company" is Blue Ridge Cable Television Inc. the grantee of rights under this franchise.

d. "Supervisors" is the governing body of the Township of Barrett, Monroe County, Pennsylvania.

e. "Streets" shall mean and include all public streets, ways, alleys and parkways owned by or under the jurisdiction of the Township of Barrett.

f. "Person" and "applicant" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

SECTION 3. (EXCLUSIVE FRANCHISE)

There is hereby granted by the Township to the Company an exclusive franchise to construct a community antenna television system (CATV) for television related services as may be prescribed or permitted by the Federal Communications Commission and to use poles, wires, conduits and appurtenances under, along, across or upon any or all public streets, ways, alleys or parkways, as the same now or may hereafter exist with the Township of Barrett and within the boundaries of the said Township of Barrett as the same may hereafter be extended for transmitting and distributing electricity and electrical impulses and signals for television purposes, namely to produce reproduction of sights and sounds in combination to the residents of the Township of Barrett, upon the terms and conditions and subject to the limitations herein set forth.

SECTION 4. (TERRITORY)

Upon the annexation of any territory to the Township, the portion of any said utility that may be located or operated within said territory, upon the streets, alleys or public ways thereof, shall thereafter be subject to all the terms of this franchise as though it were an extension made thereunder.

SECTION 5. (COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES)

The Company shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the Township, and to such reasonable regulations as the Township shall hereafter by resolution or ordinance provide.

SECTION 6. (LIABILITY OF COMPANY)

Company shall indemnify and save the Township and its agents and employees harmless from all and any claims for personal injuries or property damages, and any other claims and costs, including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of Company's television antenna system or any equipment of the Company. In case suit shall be filed against the Township, either independently or jointly with said Company, to recover for any said claim or damages, said Company, upon notice to it by said Township, shall defend said Township, its agents and employees, against said action, and, in the event of a final judgment being obtained against said Township, either independently or jointly with said Company, the said Company will pay said judgment and all costs and hold the Township harmless therefrom. For this purpose Company shall carry and at all times maintain or file with the Secretary of the Township of Barrett and at all times keep in force, a public liability policy or policies in the name of the Company and the Township as their

respective interests may appear, insuring Company and the Township against any and all liability arising from the installation and/or operation of said system, which policy or policies shall be approved by the Solicitor of the Township. Such liability policy or policies shall be in the sum of Twenty-five Thousand (\$25,000.00) Dollars for damage to property in any one accident, and not less than One Hundred Thousand (\$100,000.00) Dollars for injury or death to any one person, and not less than the sum of Two Hundred Thousand (\$200,000.00) Dollars for death or injury to all persons affected by any one accident. Such policies of insurance shall be issued by a company licensed to do business in the Commonwealth of Pennsylvania. The Company shall also carry workmen's compensation coverage for all of its employees subject to such coverage, and shall submit to the Secretary of the Township a certificate of insurance showing that workmen's compensation coverage is in effect.

SECTION 7. (PAYMENT TO THE TOWNSHIP)

The Company shall annually pay a franchise fee to the Township during the life of this franchise, said fee to be two (2%) per cent of the gross annual receipts of the Company arising within the Township from monthly subscriber service charges only; said fee being for the regulation and privilege of using the streets and alleys of the Township for the operation of its system. The franchise fee shall be due and payable on the first day of April of each and every year hereafter.

SECTION 8. (SERVICE STANDARDS)

The Company shall during the continuance of this franchise provide facilities and service sufficient to meet the needs of the public welfare, and shall maintain its facilities and service up to date and in keeping with technical progress. Company shall maintain and operate its system and render efficient service on a minimum of seven (7) TV channels and in accordance with rules and regulations as are, or in the future may be, set forth by the Supervisors of the Township. The system shall be installed and maintained in accordance with good engineering practices, and any spurious electromagnetic radiation must fall within the limits specified by the Federal Communications Commission. All construction must be done in a good and workmanlike manner free of obvious defects which may be a hazard to life and limb, and in conformance with the standards as set forth in the National Electric Safety Code.

a. Notice of Interruption for Repairs.

Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, the Company shall do so at such time as shall cause the least amount of inconvenience to its customers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its customers.

b. Continuous Service. Company service shall be continuous daily during the regular telecast operating hours of the stations whose TV broadcasts are being transmitted.

c. Non-discrimination of Service. The Company shall serve any person residing in or owning property in the Township desiring service who shall pay the charges hereafter enumerated and within three months after requesting the same subsequent to October 1, 1972 if request meets conditions under Section 22 (Construction) and FCC requirements under March 16, 1972 rules or as amended June 26, 1972.

d. Interference. The Company shall at all times operate the community system so as not to adversely affect or interfere with existing radio and television reception and shall prevent radiation from Company's cables to antennas located in Township.

e. The Company shall immediately investigate and resolve all service complaints and equipment malfunctions. The Company shall maintain a local business office for these purposes in Stroudsburg, Pa. where complete tariff governing the service to customers is on file, said tariff shall also be on file with the Secretary of Barrett Township.

SECTION 9. (BOND)

The Company shall file a bond running to the Township with a surety company duly authorized to do business and to execute bonds in the Commonwealth of Pennsylvania, in the penal sum of Twenty-Five Thousand (\$25,000.00) Dollars conditioned that the Company shall install and provide within the Township of Barrett within 12 months of the granting of a certificate of compliance by the Federal Communications Commission television distribution cables of not less than ten thousand (10,000) feet in length capable of furnishing first class service to outlets of not less than seven (7) channels to adjacent properties, subject however, to unavoidable accidents, government material restrictions, acts of God and to there being sufficient broadcasts in progress.

SECTION 10. (RATES)

The rates charged by the Company for service on a minimum of seven (7) channels hereunder shall be as follows:

Installation Fee (first outlet) \$7.50
Monthly Service \$4.50 per month (seasonal-
less than 9 months - \$0.50 per month additional)
Additional TV Outlets \$5.00 plus \$0.50 for
Monthly Service per month.
FM-Installation \$12.50
Monthly Service: Free with TV
FM without TV - Installation \$12.50 plus \$4.50
Monthly Service per month
Relocation of Outlet - \$10.00
\$10.00 charge - disconnect and reconnect for
any reason (seasonal, non-payment etc.)

Along sparsely populated routes a construction charge of \$10.00 per 100 feet will apply when necessary construction is in excess of 800 feet which is considered the maximum extension at the base rate.

Connection Charge:

Underground cable installation - Company
plowing of house drops - single installation -
\$15.00

Trenching and conduit, if supplied by
subscriber or with multiple housing units -
No Charge

The Company shall not further increase rates without the permission and approval of the Supervisors after a full public proceeding affording due process.

SECTION 11. (TRANSFER OR FRANCHISE)

The sole stockholder of the Company is presently Pencor Services Inc. The Company shall not sell, transfer or assign this franchise nor shall its owners transfer majority ownership of their stock of said Company, unless to one of its wholly owned subsidiaries, without the approval of the Supervisors which said approval will not be unreasonably withheld. Provided, further that no sale or transfer shall be effective until the vendee, assignee or lessee has filed with the Township Secretary, an instrument accepting the terms of the franchise and agreeing to perform all the conditions thereof.

SECTION 12. (CONDITIONS ON STREET OCCUPANCY)

a. Use. All transmission and distribution structures, lines and equipment erected by the Company within the Township shall be located with the approval of the Supervisors and shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin the streets, alleys or other public ways and places. The Company shall furnish the Township with a map showing the pole line system in sufficient detail to assure the Township of being currently advised as to the location of the cables of the system. It shall be the responsibility of the Company to keep the Township advised of any and all changes and additions and removals in the system, except for the individual subscriber's connection wires.

b. Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing the Company shall, at its own cost and expense and in a manner approved by the Supervisors, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced and shall maintain the restoration in improved condition for one year.

c. Relocation. In the event that at any time during this franchise the Township shall lawfully elect

to alter or change the location or grade of any street, alley or other public way or if in the opinion of the Supervisors a pole or pole line interferes with the necessary convenience of the Township or a property owner, then, upon reasonable notice by the Township the Company shall remove, relay and relocate its poles, wires and cables or other television fixtures at its own expense.

d. Placement of Fixtures. It is to be the general policy of the Township and it is understood by Company that where distribution lines are to be installed along any public street the same shall preferably be attached to existing utility poles rather than to additional poles placed by Company, and that where poles are to be placed in alleys, the same shall be located whenever possible on the same side of the alley as existing utility poles. It is understood and agreed that this restriction and limitation shall extend to any and all streets within the limits of the Township, even though some of said streets may be part of the state highway system, special exception or exceptions may be granted to Company by the Supervisors upon written application to it by Company, but said exceptions shall be for good cause shown and in the sole discretion of the Supervisors.

Before Company sets poles or constructs any structure on Township property it shall file with the Township detailed specifications showing the exact location, height and dimensions of the poles or structures to be erected. The poles or structures shall not be erected thereafter until such specifications shall be approved in writing by the Supervisors and the Pennsylvania Department of Transportation has issued a license when and if required. All wires, cables and other overhead equipment shall be at such minimum heights as are or may be required of telephone or power lines by the Public Utility Commission of Pennsylvania or the Pennsylvania Department of Transportation.

Where the Supervisors of the Township are uncertain as to the exact location of the limits of the right-of-way of any street or alley, then in its discretion it may require the same to be surveyed by a surveyor selected by it, the cost of said survey to be paid by Company.

e. Tree Trimming. The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public places of the Township so as to prevent the branches of such trees from coming in contact with wires and cables of the Company, all trimming to be done under the supervision and direction of the Supervisors and at the expense of the Company.

f. Use of Poles and Fixtures. The Company agrees that it will furnish a copy of any contract entered into with any utility for the use of their poles by the Company and setting forth the terms, conditions and duration of said contract. The Company agrees that the copy of the aforementioned contract will be filed with the Secretary of the Township prior to starting any installation of wires or other facilities

Along sparsely populated routes a construction charge of \$10.00 per 100 feet will apply when necessary construction is in excess of 800 feet which is considered the maximum extension at the base rate.

Connection Charge:

Underground cable installation - Company
plowing of house drops - single installation -
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b. Restoration. In case of any disturbance of pavement, sidewalk, driveway or other surfacing the Company shall, at its own cost and expense and in a manner approved by the Supervisors, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced and shall maintain the restoration in improved condition for one year.

c. Relocation. In the event that at any time during this franchise the Township shall lawfully elect

on the Township streets under this franchise.

g. Removal of Wires and Installation From Premises of Subscriber. The Company shall, on request of any subscriber, promptly remove all wires and installations from the premises of such subscriber.

h. Removal of Wire, Poles and Installations from Township Streets. The Company shall remove or cause to be removed from the streets, alleys and public ways of the Township of Barrett and from all public property all of the wires, poles and installations of any kind or nature whatsoever which have been installed under the authority of this franchise upon the termination of this franchise, the cessation of operation under this franchise by the Company, its successors or assigns, for any reason whatsoever, or the forfeiture of this franchise under the provisions of Section 17 herein. In order to insure the performance of this provision, and the provisions, terms and conditions of this ordinance, the Company shall post an adequate performance bond and continue the same in effect during the term of this franchise, said bond to be in the amount of Five Thousand (\$5,000.00) Dollars in favor of the Township and with surety or sureties thereon to be approved by the Township, the bond to be approved as to form by the Township Solicitor.

SECTION 13. (REPORTS REQUIRED)

For the purpose of administering this ordinance, the Company shall:

a. Keep and render its books and records in a manner which will permit the drawing off of a detailed financial statement therefrom clearly disclosing the amount of rentals received by the Company in arriving at the determination of the gross receipts rental as heretofore set forth.

b. Within sixty (60) days after the close of its annual fiscal year, the Company shall file with the Township a verified statement of the income received from rentals in the Township for the preceding fiscal year. The fiscal year of the Company shall be December 31st and shall not be changed without the approval of the Supervisors.

SECTION 14. (INSPECTION OF BOOKS)

The Supervisors, their Treasurer, Solicitor, auditors or accountant shall have the right at reasonable times to inspect the books and records of the Company for the purpose of verifying the statement of rentals received.

SECTION 15. (TERM OF FRANCHISE)

The franchise and rights granted herein shall take effect upon the effective date of this Ordinance and shall continue in force and effect for a period of fifteen (15) years thereafter. At the option of the Company and with the approval

of the Supervisors, the franchise may be extended for additional terms, each of ten (10) years.

SECTION 16. (PUBLICATION COSTS)

The Company shall assume the cost of publication of this ordinance as such publication is required by law. A bill for publication costs shall be presented to the Company by the Secretary of the Township and upon Company's filing of acceptance shall be paid at that time.

SECTION 17. (FORFEITURE)

The Supervisors may at any time declare a forfeiture of this grant for violation or default by the Company of any of the terms thereof, provided that none of the terms of this grant shall be deemed to be violated so as to permit such forfeiture unless the Company shall first be given notice by the Township of such violation or default and of the attempt to declare a forfeiture and thereafter if such violation or default shall continue for a period of more than ninety (90) days all the rights and privileges of said Company under the provisions of this ordinance may be forthwith declared forfeited and revoked. If any action shall be instituted or prosecuted directly or indirectly by the Company, or by its stockholders, or creditors, to set aside or have declared void any terms of this grant, the whole of this grant may be thereupon forfeited and annulled at the option of the Supervisors, to be expressed by ordinance. Provided, however, the Company shall not be deemed to be in default for performance of any provision of this grant, nor shall any forfeiture be invoked for any violation or failure to perform any provision hereof due to strikes, lockouts, insurrections, acts of God, or any cause beyond the control of the Company.

SECTION 18. (MANNER OF GIVING NOTICES)

Whenever, by the terms of this ordinance, notice is required to be given by the Township to the Company, it may be given by delivering to an officer of Company a paper writing thereof during the ordinary business hours at the principal office of the Company. Whenever the Company is required to give notice to the Township it shall do so by leaving or delivering a paper writing thereof at the office of the Secretary of the Township during ordinary business hours.

SECTION 19. (TOWNSHIP HELD HARMLESS)

The Company will hold the Township harmless from the alleged violation of any utility franchise previously granted by the Township. The granting of a franchise under this ordinance shall not be construed as any undertaking or guarantee of the efficiency of the Company or maintenance of the service of Company. The Township assumes no responsibility for the acts or omissions of the Company other than to require compliance with this ordinance.

SECTION 20. (SEVERABILITY)

Should any section or part of any section of this ordinance, for any reason, be declared void or invalid, the remainder of said ordinance shall not be affected thereby.

SECTION 21. (ACCEPTANCE OF FRANCHISE)

This grant is made upon the express condition that the Company within thirty (30) days after this ordinance takes effect and becomes operative, shall file with the Secretary of Township a written acceptance of the same, and when this ordinance shall have been accepted by the Company, such ordinance and acceptance shall constitute a contract between the Township and the Company for all the uses, services and purposes set forth in this ordinance, and the Company by its acceptance of the provisions of this ordinance binds itself to provide the necessary television antenna system and to establish, operate and maintain the local television antenna system contemplated in this ordinance, continuing without substantial interruption except for causes beyond its control until the expiration of the term of this grant. In the event that said Company fails to file said written acceptance within the time hereinbefore specified, this grant, together with any rights or liabilities arising out of the proposal heretofore made for the furnishing of an adequate television antenna system for the benefit of inhabitants of said Township, and the acceptance of such proposal by the Township, shall be of no effect and void

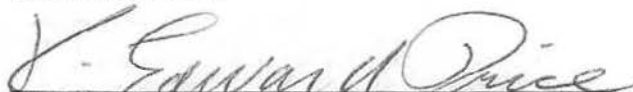
SECTION 22. (CONSTRUCTION)


CATV service under this franchise shall be extended within four (4) years of the date hereof to all portions of the Township, excluding those areas with a population density of less than 20 homes per mile.

ENACTED INTO AN ORDINANCE AND ADOPTED BY THE SUPERVISORS OF THE TOWNSHIP OF BARRETT, MONROE COUNTY, PENNSYLVANIA,

THIS 14th day of March, 1973.

SUPERVISORS


K. EDWARD PRICE, Chairman


LLOYD R. LaBAR, Secretary


WILLIAM J. EVERETT, Roadmaster

