

-Town of Fremont Cable Television Renewal Franchise-

**CABLE TELEVISION
RENEWAL FRANCHISE**

**THE BOARD OF SELECTMEN
TOWN OF FREMONT,
NEW HAMPSHIRE**

JUNE 27, 2019

-Town of Fremont Cable Television Renewal Franchise-

EXHIBITS

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AGREEMENT

This Agreement, made this 27th day of June, 2019, between the Board of Selectmen of the Town of Fremont, as statutory Franchising Authority pursuant to RSA: 53-C, and Comcast of Maine/New Hampshire, Inc. (Comcast").

WITNESSETH

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

WHEREAS, the Franchising Authority conducted a public hearing, pursuant to Section 626(a) of the Cable Act, on March 28, 2019, to (1) ascertain the future cable-related community needs and interests of Fremont, and (2) review the performance of Comcast and its predecessor(s), during its then current franchise term; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on proposals in connection with the renewal in Fremont.

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

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ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

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

- (1) **Access:** The right or ability of any Fremont resident and/or any Persons affiliated with Fremont non-commercial institution to use designated public, educational and governmental Access facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.
- (2) **Access Channel:** A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.
- (3) **Aerial Mile:** A linear mile of Cable Television System plant that is placed and/or operates overhead on elevated cables.
- (4) **Affiliate or Affiliated Person:** When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- (5) **Basic Service:** Any service tier which includes the retransmission of local television broadcast signals.
- (6) **Board of Selectmen:** The Board of Selectmen of the Town of Fremont, New Hampshire.
- (7) **Cable Act:** Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

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- (8) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.
- (9) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (D) an open video system that complies with Section 653 of the Communications Act , or (E) any facilities of any electric utility used solely for operating its electric utility systems.
- (10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.
- (11) Complaint: Any oral or written communication from a Subscriber, the primary purpose of which is to express dissatisfaction with the service, policies and/or procedures of the Franchisee.
- (12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (13) Department of Public Works ("DPW"): The Department of Public Works and Highways of the Town of Fremont, New Hampshire.
- (14) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (15) Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.
- (16) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public
- (17) Effective Date of Renewal Franchise (the "Effective Date"): May 1, 2019.
- (18) FCC: The Federal Communications Commission, or any successor agency.

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- (19) **Franchise Fee:** The payments to be made by the Franchisee to the Town, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (20) **Franchisee:** Comcast of Maine/New Hampshire, Inc. ("Comcast"), or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.
- (21) **Franchising Authority:** The Board of Selectmen of the Town of Fremont, New Hampshire.
- (22) **Government Access Channel:** A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.
- (23) **Gross Annual Revenues:** All revenues derived by the Franchisee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; all revenues from Subscribers to the Franchisee's streaming video services; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.
- (24) **Headend:** The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

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- (25) High Definition ("HD"): A PEG Access Channel in the high definition display format for digital television transmissions with video transmitted in a 16:9 aspect ratio with a resolution of 720p.
- (26) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for Signal processing and/or switching purposes.
- (27) Leased Channel or Leased Access: A video channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.
- (28) Normal Business Hours: Those hours during which most similar businesses in the Town are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.
- (29) Origination Capability: An activated cable and connection to an Upstream Channel allowing a User(s) to transmit a Signal(s) upstream to a designated location.
- (30) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.
- (31) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.
- (32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.
- (33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.
- (34) Pedestal: A protection unit used in housing Cable Television System equipment and/or amplifiers.
- (35) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.
- (36) Prime Rate: The prime rate of interest at the Federal Reserve Bank.
- (37) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.
- (38) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Fremont individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

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(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(40) Renewal Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or undeceivable without the use of a Converter or other decoding device.

(42) Service: Any Basic Service, any Pay Service, or any other Cable Service offered over the Cable Television System, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable Television System.

(43) Signal: Any transmission of electromagnetic or optical energy carried from one location to another for the provision of Service.

(44) Standard Definition (SD) PEG Access Channel: A PEG Access Channel in the standard definition display format for digital television transmissions with video transmitted in a 4:3 aspect ratio with a resolution of 480i.

(45) State: The State of New Hampshire.

(46) Subscriber: Any Person, firm, corporation or other entity in the Town who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

(47) Subscriber Network: The Cable System to be operated by the Franchisee, over which Signals can be transmitted to Subscribers, as more fully described in Section 4.1 infra.

(48) Town: The Town of Fremont, New Hampshire.

(49) Town Attorney: The Town Attorney of the Town of Fremont, New Hampshire.

(50) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, transfer of stock, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Renewal Franchise, to a Person or a group of Persons.

(51) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

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(52) Upstream Channel: A channel over which Signals travel from an authorized location to the System Headend.

(53) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other PEG Access Programming as opposed to utilization solely as a Subscriber.

(54) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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ARTICLE 2

GRANT OF RENEWAL FRANCHISE

Section 2.1---GRANT OF RENEWAL FRANCHISE

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

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

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

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

Disputes between the Franchisee and other parties regarding use of Public Ways and places shall be resolved in accordance with a court of competent jurisdiction.

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Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be for ten (10) years, commencing on May 1, 2019, and expiring on April 30, 2029, unless sooner terminated as provided herein.

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

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

(b) Pursuant to RSA Chapter 53-C: 3-b(I), the grant of any additional Cable Television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal Franchise.

Section 2.4---POLICE AND REGULATORY POWERS

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

Section 2.5---REMOVAL OR ABANDONMENT

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

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Section 2.6---AMENDMENT BY MUTUAL AGREEMENT

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

ARTICLE 3

TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1---TRANSFER OF THE RENEWAL FRANCHISE

- (a) Subject to applicable law, neither this Renewal Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application thereof on forms prescribed by the FCC. No consent shall be required, however, for (i) a transfer in trust, by mortgage(s), hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Cable System in order to secure indebtedness, or (ii) a transfer to an Affiliate of the Franchisee.
- (b) The application for consent to a Transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.
- (c) The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment). The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.
- (d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for Transfer. The Franchising Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless both parties hereto agree to an extension of time.
- (e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).
- (f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Renewal Franchise.

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Section 3.2---EFFECT OF UNAUTHORIZED ACTION

- (a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Renewal Franchise.
- (b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, the Franchising Authority may revoke and terminate this Renewal Franchise.
- (c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

Section 3.3---NO WAIVER OF RIGHTS

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

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ARTICLE 4

SYSTEM DESIGN

Section 4.1---SUBSCRIBER NETWORK

(a) The Franchisee shall continue to operate, maintain and make available to all residents of the Town a Subscriber Network of at least 750 MHz, fed by means of a hybrid fiber-optic/coaxial cable network. The Franchisee shall maintain a Cable Television System fully capable of providing its Cable System in accordance with applicable law.

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

Section 4.2---EMERGENCY ALERT SYSTEM

The Franchisee shall comply with the Emergency Alert System in accordance with the requirements of the FCC at 47 C.F.R., Part 11.

Section 4.3---PARENTAL CONTROL CAPACITY

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

Section 4.4---SIGNAL QUALITY

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

ARTICLE 5

CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS

Section 5.1---LOCATION OF CABLE TELEVISION SYSTEM

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

Section 5.2---SERVICE AVAILABLE TO ALL RESIDENTS

- (a) The Franchisee shall make its Cable Service available to all residents in the Town, subject to this Section 5.2, Section 5.3 below and Section 5.4 below.
- (b) Installation charges shall be non-discriminatory. Any dwelling unit within two hundred feet (200') of the Franchisee's nearest Trunk and Distribution System shall be entitled to a standard installation rate. Any installation in excess of 200' shall be provided upon payment of the Franchisee's actual costs, for those portions in excess of 200'.
- (c) The Franchisee shall have up to ninety (90) days in order to survey, design and install, weather permitting, non-standard installations that are more than 200 feet from the existing Trunk and Distribution System.
- (d) Installation charges shall be consistent with federal and State regulations. Underground installations are considered non-standard installations and may be subject to additional charge(s).
- (e) Cable Service(s) shall not be withdrawn from any location(s) in the Town that are served at any time during the term of this Renewal Franchise; provided, however, that a Subscriber's financial and other obligations to the Franchisee are honored, and, provided further, that the Franchisee shall have no obligation to provide Cable Service to any Person who or which the Franchisee has reasonable basis to believe is using an unauthorized Converter and/or is otherwise obtaining any Cable Service in an unlawful manner.

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Section 5.3---LINE EXTENSION

(a) The Cable Television System shall be extended automatically, at the Franchisee's sole cost and expense to any and all areas of the Town containing twenty (20) Subscribers per aerial mile of cable plant or fractional proportion thereof, and/or thirty (30) Subscribers per underground mile of cable plant or fractional proportion thereof from the existing Trunk and Distribution System. The Franchisee shall file for all necessary permits no later than sixty (60) days after receipt of a Subscriber's request. The Franchisee shall expeditiously seek all necessary permits. Said service shall be made available and fully activated to requesting subscribers no later than ninety (90) days after all necessary permits are obtained.

(b) The Cable Television System shall be further extended to all areas in the Town that do not meet the requirements of subsection (a) above upon the request of the prospective Subscribers in such areas and based upon the following cost calculation: The cost of wiring such areas shall be calculated by taking the capital cost of extending such service divided by the number of subscribers in such area minus the costs extending service to the subscriber in an area that meets the twenty (20) Subscribers per aerial mile of cable plant and/or fractional proportion thereof, or thirty (30) Subscribers per underground mile of cable plant or fractional proportion thereof density requirement specified in subsection (a) above. The resulting cost shall equal the per Subscriber contribution relating to line extension of cable service in that particular area of the Town, or

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

- * C equals the cost of construction of new plant from the termination of existing cable plant;
- * LE equals the number of new Subscribers passed;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals the 20 Subscribers per linear mile of aerial plant, or 30 Subscribers per linear mile of underground plant; and
- * SC equals the per Subscriber contribution in aid of construction in the line extension area.

(c) The Town shall make its best efforts to notify the Franchisee, including, without limitation, having the Planning Board so notify the Franchisee, in advance whenever new developments are under consideration by Town agencies.

Section 5.4---LINE EXTENSION PROCEDURES

Any potential Subscriber located in an area of the Town without Cable Television Service may request such service from the Franchisee. In areas meeting the requirements of Section 5.2 and Section 5.3 above, the Franchisee shall extend service to the area promptly, but in no case later than ninety (90) days after all necessary permits are obtained. The Franchisee shall expeditiously seek all necessary permits. In those areas with less than twenty (20) Subscribers per aerial mile and/or thirty (30) Subscribers per underground mile, the Franchisee, shall, within forty-five (45) days following a request for service, conduct a survey to determine the number of homes in the

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immediate area and shall inform each potential Subscriber of the possible contribution in aid of construction (see Section 4.2 (b) above) that will be charged. The Franchisee shall apply for pole attachment agreements within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Television Service(s) shall be made available and fully activated to all requesting Subscribers who made a contribution in aid of construction within ninety (90) days of receipt of pole attachment agreements by the Franchisee, weather permitting.

Section 5.5---UNDERGROUND FACILITIES

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

Section 5.6---TREE TRIMMING

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

Section 5.7---RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority. In the event that the Franchisee fails to comply with this Section 5.7, the Franchising Authority may make demand on the performance bond pursuant to Section 10.2 infra for any costs not paid to the Town as required herein.

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Section 5.8---TEMPORARY RELOCATION

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

Section 5.9---DISCONNECTION AND RELOCATION

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

Section 5.10---SAFETY STANDARDS

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

Section 5.11---PEDESTALS

In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable regulations of the Town; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at Town approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the Cable System maps submitted to the Town in accordance with Section 5.12 below. In the event that the Franchisee is no longer using any such Pedestals for the provision of Cable Service(s), the Franchisee shall expeditiously remove any such Pedestals from the Public Way(s), unless the Franchisee is otherwise permitted to use such Pedestals pursuant to applicable law.

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Section 5.12---CABLE SYSTEM MAPS

(a) On an annual basis, within thirty (30) days of a written request, the Franchise shall file with the Franchising Authority strand maps of the Cable System plant. Said strand maps shall include the routing of the cable system, including underground and aerial plant.

(b) On an annual basis, within thirty (30) days of a written request, the Franchisee shall make available for viewing at the Fremont Town Hall "as-built" maps of all Cable System plant.

Section 5.13---PRIVATE PROPERTY

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

Section 5.14---RIGHT TO INSPECTION OF CONSTRUCTION

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 Renewal Franchise and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations. The Franchisee shall receive reasonable prior notification of, and shall have the right to be present at, any such inspection.

Section 5.15---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable Television System, only during periods of minimal use and, if practical, with the prior notification to all affected Subscribers.

Section 5.16---COMMERCIAL ESTABLISHMENTS

The Franchisee shall make Cable Service(s) available to any commercial establishments in the Town provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to applicable statute or regulation.

Section 6.2---PROGRAMMING

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

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

Section 6.3---LEASED CHANNELS FOR COMMERCIAL USE

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

Section 6.4---CABLE COMPATIBILITY

The Franchisee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

Section 6.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored; provided, however, that the Franchisee shall have no obligation to provide Cable Service to any Person who or which the Franchisee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without requirement payment thereof. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers in advance.

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**Section 6.6---FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC
BUILDINGS AND SCHOOLS**

(a) The Franchisee provide one Subscriber Network Drop and the monthly Basic Service, without charge, to all public primary in and secondary schools, police and fire stations, public libraries, and other public buildings designated in writing by the Franchising Authority, contained in **Exhibit 2**, attached hereto and made a part hereof. The Franchisee, at no cost to the Town and/or the affected public building or school, shall supply one Digital Terminal Adaptor ("DTA") per public building and school when necessary. The Franchisee shall provide said Drops, Basic Service and Converters within sixty (60) days of the Effective Date of this Renewal Franchise, weather permitting. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Basic Service.

(b) Upon the written request of the Franchising Authority, the Franchisee shall provide additional Drops and the Basic Service to those public institutions and schools located along its cable routes, but not listed in **Exhibit 2**. The Franchisee shall discuss the location of each connection with the proper officials of each of the institutions entitled to such free Drop and Basic Service, prior to the installation of said Drop. Additional programming services ordered by any institution herein above the Basic Service required herein shall be paid for by such institution(s).

ARTICLE 7

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS AND CAPITAL FUNDING

Section 7.1---PEG ACCESS PROGRAMMING

The Franchising Authority, or its designee(s), shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

Section 7.2---PEG ACCESS CHANNELS

(a) The Franchisee shall continue to make available the two (2) Standard Definition Downstream Channels for Fremont PEG Access use to be programmed by the Town and/or the Franchising Authority's designee(s). The Franchisee shall also provide one (1) High Definition Downstream Channel for PEG Access purposes. Said HD PEG Access Channel shall be made available to the Town and/or the Access Provider within thirty-six (36) months of the Effective Date of this Renewal Franchise.

(b) Except as provided by applicable law, said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town, Subscribers and/or PEG Access Users.

(c) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s) referenced above without sixty (60) days advance, written notice to the Franchising Authority. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

Section 7.3---PEG ACCESS/CABLE-RELATED EQUIPMENT/FACILITIES FUNDING

(a) Within ninety (90) days of the Effective Date of this Renewal Franchise, the Franchisee shall provide funding to the Franchising Authority in amount of Ten Thousand Dollars (\$10,000.00) for PEG Access/Cable-Related equipment/facilities purposes.

(b) Under no circumstances shall said equipment/facilities Capital funding payments required herein be counted against (i) applicable Franchise Fees or Franchise Fees payable to the Town, the State and/or the FCC pursuant to Section 7.1 infra; and (ii) the annual PEG Access/Cable-Related funding payable to the Franchising Authority pursuant to Section 7.2 infra.

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Section 7.4---PEG ACCESS ORIGATION CAPABILITY AND CABLECASTING

(a) The Franchisee shall continue to maintain and provide Origination Capability for the Town's use at the following locations:

- (1) Town Hall: 295 Main Street;
- (2) Ellis Elementary School: 432 Main Street; and
- (3) Fremont Public Library: 7 Jackie Bernier Drive.

(b) In order that the Franchising Authority and/or its designee(s) can cablecast its programming over the two (2) PEG Access Channels required in Section 7.2 above, all PEG Access Programming shall be modulated, then transmitted from any location in the Town with Origination Capability specified in Section 7.3(a) above. At the Hub, said PEG Access Programming shall be switched to, and retransmitted, on one of the Downstream PEG Access Channels, as designated by the Franchising Authority and/or its designee(s). It shall be the Franchisee's sole responsibility and cost to ensure that said PEG Access Programming is properly switched, either manually or electronically, to one of the PEG Access Downstream Channels, in an efficient and timely manner. The Franchisee shall not charge the Franchising Authority, its designees, the Town and/or PEG Access Users for such switching.

(c) The demarcation point between equipment owned, operated and maintained by the Franchisee and the equipment owned, operated and maintained by the Town or its designee(s) shall be the output of the modulator or equivalent equipment at each location with Origination Capability.

(d) The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding the cablecasting of PEG Access programming.

Section 7.5---PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the two (2) PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming. Upon the written request of the Franchising Authority, the Franchisee shall make available a copy of its most recent annual performance tests.

Section 7.6---NO EDITORIAL CONTROL

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

ARTICLE 8

FRANCHISE FEES

Section 8.1---FRANCHISE FEE PAYMENTS

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

(b) Notwithstanding paragraph (a) above, the Franchisee shall continue to make Franchise Fee payments to the Franchising Authority equal to two percent (2%) of the Franchisee's Gross Annual Revenues, as defined in Section 1.1(23) supra, not including applicable Franchise Fee(s), until such time that the Franchising Authority shall instruct the Franchisee to pay a higher fee consistent with paragraph (a) above.

(c) Said payments shall be made on a quarterly basis. Subject to paragraphs (b)(i), (b)(ii) and (b)(iii) below, said payments shall be made to the Franchising Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal Franchise for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal Franchise for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal Franchise for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal Franchise for the previous three (3) month period of October, November and December.

(i) The first 2% payment under this Renewal Franchise shall be made on or before August 15, 2019 for the previous period May 1, 2019 through June 30, 2019.

(ii) Subsequent 2% payments under this Renewal Franchise shall be made on the dates in paragraph (b) above.

(iii) The final 2% payment under this Renewal Franchise shall be made on or before August 15, 2029 for the previous period from May 1, 2029 through June 30, 2029.

(d) The Franchisee shall file with each of said quarterly Franchise Fee payments a statement certified by an authorized representative of the Franchisee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Franchisee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form,

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substantially consistent with that which is attached hereto as **Exhibit 3**. If the Franchisee's quarterly payments to the Franchising Authority were less than two percent (2%) of the Franchisee's Gross Annual Revenues for the reporting period, or such other amount(s) in accordance with paragraphs (a) and (b) above, the Franchisee shall pay any balance due to the Franchising Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Sec 1.1(23) supra.

(e) In no case shall said two percent (2%) payment(s), or such other payments in accordance with paragraphs (a) and (b) above, include the PEG Access/Cable-Related equipment/facilities funding required by Section 6.3 supra. Said two percent (2%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(f) In the event that the Franchise Fee payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Franchising Authority pursuant to this Section 8.1(f) shall not be deemed to be part of the funding to be paid to the Franchising Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal Franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

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

(b) Nothing in the Cable Act shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service or other Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or other Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such Service over the Cable System.

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

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Section 8.3---LATE PAYMENT

In the event that the fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the Town pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.4---RECOMPUTATION

(a) Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the Franchising Authority and shall occur in no event later than two (2) years after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty days (30) days to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and recomputation and the Franchisee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Dollars (\$2,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed.

Section 8.5---AFFILIATES USE OF SYSTEM

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

Section 8.6---METHOD OF PAYMENT

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

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

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

Section 9.2---NOTIFICATION OF RATES AND CHARGES

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

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

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

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

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Section 9.4---CREDIT FOR SERVICE INTERRUPTION

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

ARTICLE 10

INSURANCE AND BONDS

Section 10.1---INSURANCE

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

- (1) A general comprehensive liability policy naming the Franchising Authority, the Town, its officers, boards, volunteers, committees, commissions, agents and employees as additional insured on all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one Person in any one occurrence.
- (2) A property damage insurance policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents and employees as additional insured and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.
- (3) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:
 - (a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;
 - (b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and
 - (c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.
- (4) Worker's Compensation and Employer's Liability in the minimum amount of:
 - (a) Statutory limit for Worker's Compensation; and
 - (b) One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability.

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

- (a) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.
- (b) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
- (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal Franchise under which the Town may immediately suspend operations under this Renewal Franchise, subject to the provisions of Section 12.1 herein.

Section 10.2---PERFORMANCE BOND

- (a) No later than ninety (90) days from the Execution Date of this Renewal Franchise, the Franchisee shall obtain and maintain at its sole cost and expense throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety authorized to do business in the State of New Hampshire in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Renewal Franchise.
- (b) The performance bond shall be effective throughout the term of the Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Renewal Franchise, 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, maintenance, operation or removal of the Cable Television System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Sections 12.1 and 12.2 infra.
- (c) The performance bond shall be a continuing obligation of this Renewal Franchise. In the event that the Town recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$50,000.00 required coverage herein. Neither this section, any bond accepted pursuant hereto or any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

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Section 10.3---REPORTING

The Franchisee shall maintain on file at all times with the Franchising Authority, or its designee(s), copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 10.4---INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the Town, its officials, boards, volunteers, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority. Any settlement requiring Town remuneration must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied

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

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

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

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

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

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing during each year of this Renewal Franchise. The Franchisee shall be provided a minimum of thirty (30) days written notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Renewal Franchise, customer service and Complaint response, and PEG Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect concerning the construction, upgrade, operation and/or maintenance of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall cooperate fully with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the Town, pursuant to Section 14.1(b) infra. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

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Section 11.3---NONDISCRIMINATION

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

Section 11.4---EMERGENCY REMOVAL OF PLANT

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

Section 11.5---REMOVAL AND RELOCATION

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

Section 11.6---JURISDICTION

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

ARTICLE 12

DETERMINATION OF BREACH LIQUIDATED DAMAGES- FRANCHISE REVOCATION

Section 12.1---DETERMINATION OF BREACH

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

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

(c) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, 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 any such default and reporting the Franchisee's progress until any such default is cured.

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

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

(i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

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- (ii) seek specific performance of any provision of the Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;
- (iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- (v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;
- (vi) invoke any other remedy available to the Town.

Section 12.2---LIQUIDATED DAMAGES

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

- (1) For failure to construct, upgrade, fully activate, operate, maintain, and make available to all residents in the Town the Cable Television System, in accordance with Sections 4.1, 5.2, 5.3 and/or 5.4 herein, Four Hundred Dollars (\$400.00) per day, for each day that such construction, upgrade and activation has not occurred.
- (2) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of the Renewal Franchise in accordance with Article 3 herein, Four Hundred Dollars (\$400.00) per day, for each day that such non-compliance continues.
- (3) For failure to comply with the PEG Access provisions in accordance with the provisions of Article 7 herein, One Hundred Fifty Dollars (\$150.00) for each day that any such noncompliance continues.
- (4) For failure to install, operate and maintain the remote origination locations in accordance with Section 7.4 herein, One Hundred Fifty Dollars (\$150.00) per day that any such noncompliance continues.
- (5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.3 and Exhibit 4 infra, One Hundred Fifty Dollars (\$150.00) for each day that any such non-compliance continues.

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(6) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 6.6 herein and/or Exhibit 2, Fifty Dollars (\$50.00) per day that any such non-compliance continues.

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

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

(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 12.3---REVOCATION OF THE RENEWAL FRANCHISE

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

Section 12.4---TERMINATION

The termination of this Renewal Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Renewal Franchise, unless the Franchisee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 12.5---NOTICE TO OTHER PARTY OF LEGAL ACTION

In the event that either party intends to take legal action against the other party for any reason, such moving party shall first, except where injunctive relief is sought, (i) give the other party at least forty-five (45) days notice that an action will be filed, (ii) meet with the other party before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party.

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Section 12.6---NON-EXCLUSIVITY OF REMEDY

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

Section 12.7---NO WAIVER-CUMULATIVE REMEDIES

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

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

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

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

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---TELEPHONE ACCESS

(a) The Franchisee, at a minimum, shall comply with the then-current FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(1)(A)-(D), attached hereto as **Exhibit 4**, during Normal Operating Conditions, as defined. Telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a quarterly basis.

(b) The Franchising Authority shall have the right to direct the Franchisee to submit to a "busy study" from the telephone company which provides service to the Franchisee, without charge to the Franchising Authority, if the bi-annual reports submitted by the Franchisee to the Franchising Authority pursuant to Section 14.5 infra, do not clearly document that the Franchisee's telephone lines are accessible to its Fremont Subscribers as required herein.

(c) The Franchisee's business-customer service office shall have a publicly listed local or toll-free telephone number.

Section 13.2---ANSWERING SERVICE

(a) At all other times that its customer service office is not open, the Franchisee shall maintain, throughout the entire term of this Renewal Franchise, a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Franchisee's customer service department for response. If requested or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact the Subscriber to follow-up on their individual problem or inquiry. The Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

(b) All after-hours telephone calls of an emergency nature shall be acted upon promptly. One of the Franchisee's on-call personnel shall be contacted.

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Section 13.3---SERVICE CALLS

(a) In arranging appointments for service calls, the Franchisee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(2), attached hereto as **Exhibit 4**.

(b) The Franchisee shall remove all Subscriber Drops, within seven (7) calendar days of receiving a request from a Subscriber to do so.

Section 13.4---SUBSCRIBER SOLICITATION PROCEDURES

Upon request, the Franchisee shall inform all prospective Subscribers of the availability of the materials required by 47 C.F.R. 76.309(c)(3)(A). These materials shall be provided to all Subscribers (i) at the time of installation of Service; (ii) at least annually; and (iii) at any other time, upon request. Such information shall also include:

(a) Notice of the availability of detailed information on parental lockout devices.

(b) Written information concerning the Franchisee's privacy policies, pursuant to State and federal law.

Section 13.5---NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE

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

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

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

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

Section 13.6---CONSUMER SALES STANDARDS

At the time of initial solicitation or installation of service, the Franchisee shall provide written information to the prospective customer that lists (i) all rates and charges for all levels of Service;

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(ii) all tiers and other programming packages with a listing of channels or Services; and (iii) billing policies and procedures.

Section 13.7---BILLING PRACTICES INFORMATION AND PROCEDURES

(a) Billing procedures shall be as follows:

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

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

(iii) Late charges, if applied, shall in no case be imposed earlier than thirty (30) days after the due date.

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

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

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

Section 13.8---DISCONNECTION AND TERMINATION OF CABLE SERVICES

In no event shall the Franchisee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency. Disconnection and/or termination of Cable Services shall be subject to applicable federal and/or State law(s) and regulation(s).

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Section 13.9---RESPONSE TO SERVICE CALLS AND SERVICE COMPLAINTS

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

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

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

(d) System outages shall be responded to promptly, twenty-four (24) hours a day by the Franchisee's personnel. For purposes of this section, an outage shall be considered to occur when five (5) or more calls are received from any one neighborhood, concerning such an outage.

(e) Call center personnel shall be notified of outages reported to either local, regional, or national call centers, that impact subscribers in the Town, and shall notify customers reporting an outage if there is an outage currently known and under investigation or repair in the vicinity of the customer.

Section 13.10---COMPLAINT RESOLUTION PROCEDURES

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

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

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

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

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Section 13.11---CHANGE OF SERVICE

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

Section 13.12---EMPLOYEE AND AGENT IDENTIFICATION CARDS

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

Section 13.13---PROTECTION OF SUBSCRIBER PRIVACY

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

(b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The 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) The Franchisee shall notify all Leased Access parties who offer Cable Services in conjunction with the Franchisee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal Franchise.

Section 13.14---PRIVACY WRITTEN NOTICE

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

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Section 13.15---MONITORING

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

Section 13.16---DISTRIBUTION OF SUBSCRIBER INFORMATION

The Franchisee and its agents or employees shall comply with Section 631 of the Cable Act regarding the distribution of Subscriber information.

**Section 13.17---INFORMATION WITH RESPECT TO VIEWING HABITS
AND SUBSCRIPTION DECISIONS**

Except as permitted by Section 631 of the Cable Act and other applicable law, the Franchisee shall not make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber, without a Subscriber's prior authorization. If a court authorizes or orders such disclosure, the Franchisee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 13.18---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

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

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

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

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

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

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the Town Attorney for a determination of the validity of the Franchisee's claim of a proprietary interest. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

Section 14.2---FINANCIAL REPORTS

Upon written request, the Franchisee shall furnish the Franchising Authority and/or its designee(s), no later than one hundred and twenty (120) days after the end of the Franchisee's Fiscal Year, the following financial information:

(a) Statement of Income upon which the annual Franchise Fee is based, including:

(i) All Subscriber Revenues, including but not limited to, regular Basic Service charges, Pay Cable charges, Pay-Per-View revenues, installation revenues (including reconnection, second set, etc.), Leased Access revenues.

Section 14.3---CABLE SYSTEM INFORMATION

Upon written request, the Franchisee shall file annually with the Franchising Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service Subscribers, (ii) the number of dwelling units passed, and (iii) the number of plant miles in construction/upgrade or completed.

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Section 14.4---IN-HOUSE TELEPHONE REPORTS

Upon written request, on a semi-annual basis, the Franchisee shall make available, to the Franchising Authority telephone reports that track the activity and effectiveness, on a regional basis, of the Franchisee's telephone system.

Section 14.5---SUBSCRIBER COMPLAINT LOG

- (a) The Franchisee shall keep a record or log of all written Complaints received regarding quality of Service, equipment malfunctions, billing procedures, employee relations with Subscribers and similar matters. Such records shall be maintained by the Franchisee for a period of two (2) years.
- (b) Such record(s) shall contain the following information for each Complaint received:
 - (i) Date, time and nature of the Complaint;
 - (ii) Investigation of the Complaint; and
 - (iii) Manner and time of resolution of the Complaint.
- (iv) If the Complaint regards equipment malfunction or the quality of reception, the Franchisee shall file a report indicating the corrective steps it has taken, with the nature of the problem stated.
- (v) Upon written request, the Franchisee shall make available to the Franchising Authority records of such Complaints, as allowed by applicable law.

Section 14.6---INDIVIDUAL COMPLAINT REPORTS

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

Section 14.7---COMPLIANCE WITH TECHNICAL STANDARDS

In accordance with 47 C.F.R. Section 76.1717, the Franchisee shall show, on request by the Franchising Authority, that the Cable System does, in fact, comply with the technical standards rules in Part 76, subpart K.

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Section 14.8---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgement of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite evidence as a basis for such doubt(s), in a written notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of the receipt of any such written notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

(a) Said report shall include the information required by the FCC.

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

Section 14.9---DUAL FILINGS

(a) Pursuant to Section 14.1(b), the Franchisee shall make available to the Town, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Cable System operation hereunder, it shall provide timely notification to the other party in writing of said request, petition or waiver.

Section 14.10---ADDITIONAL INFORMATION

At any time during the term of this Renewal Franchise, upon the reasonable request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be required to establish the Franchisee's compliance with its obligations pursuant to the Renewal Franchise, subject to Section 14.1 supra.

Section 14.11---INVESTIGATION

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

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

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

Section 15.2---NON-DISCRIMINATION

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

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

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

Section 16.2---CAPTIONS

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

Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

Section 16.5---RENEWAL FRANCHISE EXHIBITS

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

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Section 16.6---WARRANTIES

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

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of New Hampshire;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise; and
- (c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Renewal Franchise.

Section 16.7---FORCE MAJEURE

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

Section 16.8---REMOVAL OF ANTENNAS

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

Section 16.9---SUBSCRIBER TELEVISION SETS

The Franchisee shall not cut, modify, or otherwise interfere with any coaxial, telephony, data, or electrical wiring in any subscriber's residence or place of business without the express

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permission of the subscriber or his agent, unless it presents an immediate danger to life or safety. Any such modification must be disclosed to the subscriber immediately.

Section 16.10---APPLICABILITY OF RENEWAL FRANCHISE

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

Section 16.11---NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail or by a nationally recognized overnight courier service, and provide a written receipt as proof of delivery by same, to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

(i) Board of Selectmen,
Town of Fremont
P.O. Box 120
Fremont, New Hampshire 03044-0120

with copies to:

(ii) Town Attorney
Town of Fremont
c/o Board of Selectmen
P.O. Box 120
Fremont, New Hampshire 03044-0120,

or such other address as the Franchising Authority may specify in writing to the Franchisee.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to:

Comcast Cable Communications, Inc.
Attn: Government Affairs
181 Ballardvale Street
Suite 203
Wilmington, MA 01887

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with copies to:

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

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

or such other address as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt of such notice(s).

(c) All required notices shall be in writing.

Section 16.12---TOWN'S RIGHT OF INTERVENTION

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

Section 16.13---NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

Section 16.14---TERM

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the execution of this Renewal Franchise and shall continue for the term of the Renewal Franchise except as expressly provided for herein.

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Section 16.15---NO THIRD-PARTY BENEFICIARIES

Nothing in this agreement is intended to confer third-party beneficiary status on any Person other than the parties to this Renewal Franchise to enforce the terms of this Renewal Franchise.

EXHIBITS

EXHIBIT 1

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Franchisee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming;
- + Foreign Language Programming; and
- + Local Programming.

EXHIBIT 2

FREE CONNECTIONS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

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

- (1) Town Hall: 295 Main Street
- (2) Fremont Public Library: 7 Jackie Bernier Drive
- (3) Safety Complex: 425 Main Street
- (4) Ellis Elementary School: 432 Main Street
- (5) Highway Shed: 113 Danville Road

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EXHIBIT 3

GROSS ANNUAL REVENUES QUARTERLY REPORTING FORM

Company: Comcast of Maine/New Hampshire, Inc.

Municipality: Town of Fremont, New Hampshire

Quarterly Revenue Period: _____ **Calendar Year:** _____

Composition of Total Revenues Subject to Franchise Fee:

Revenue Adjustment (specify)	Totals
<hr/>	
Totals by Service:	
Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Add Bad Debt Collected	
Subtotal:	\$ [enter subtotal]
Less Bad Debt	
Subtotal:	\$ [enter subtotal]
Total Gross Annual Revenues	\$ [enter total]
Franchise Fee (2%) ³	\$ [enter % of total]
Fee-on-Fee (2%)	\$ [enter % of total]
Franchise Fee Due	<u>\$ [enter total due]</u>

(1) – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

(2) – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

(3) – Or such other amount in accordance with Section 8.1.

Authorized Comcast Representative:

Date: _____

EXHIBIT 4

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards. (b) Nothing in this rule should be construed to prevent or prohibit: (1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section; (2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements; (3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or (4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

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

- (1) Cable system office hours and telephone availability--
 - (i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 - (A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
 - (B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine.

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Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Definitions--

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

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

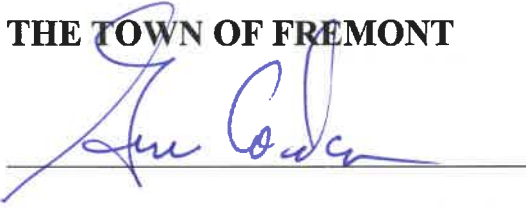
(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

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SIGNATURE PAGE

In Witness Whereof, this Renewal Franchise is hereby issued by the Board of Selectmen of the Town of Fremont, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc., this 27th day of June, 2019.

THE TOWN OF FREMONT



Chairman



BY: The Fremont Board of Selectmen

Comcast of Maine/New Hampshire, Inc.

By:



Tracy Pitcher
Regional Senior Vice-President
Greater Boston Region