

COPY

RENEWAL
CABLE TELEVISION FRANCHISE
FOR
THE TOWN OF CANDIA,
NEW HAMPSHIRE

INTRODUCTION.....	4
ARTICLE 1 - DEFINITIONS.....	5
SECTION 1.1 - DEFINITIONS	5
ARTICLE 2 - GRANT OF RENEWAL FRANCHISE.....	9
SECTION 2.1 - GRANT OF RENEWAL FRANCHISE.....	9
SECTION 2.2 - TERM: NON-EXCLUSIVITY	9
SECTION 2.3 – RENEWAL OF FRANCHISE	10
SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [SEE ALSO - RSA 53-C:3-B]	10
SECTION 2.5 - RESERVATION OF AUTHORITY	10
SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS.....	10
ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION.....	11
SECTION 3.1 - AREA TO BE SERVED	11
SECTION 3.2 - SUBSCRIBER NETWORK	14
SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS.....	14
ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS.....	15
SECTION 4.1 - SYSTEM MAINTENANCE	15
SECTION 4.2 - REPAIRS AND RESTORATION	16
SECTION 4.3 - TREE TRIMMING.....	17
SECTION 4.4 - BUILDING MOVES	17
SECTION 4.5 - DIG SAFE	17
SECTION 4.6 - DISCONNECTION AND RELOCATION	17
SECTION 4.7 – PROHIBITION AGAINST RESELLING OF SERVICE	18
ARTICLE 5 - PROGRAMMING.....	19
SECTION 5.1 - BASIC CABLE SERVICE	19
SECTION 5.2 - PROGRAMMING.....	19
ARTICLE 6 - CUSTOMER SERVICE AND CONSUMER PROTECTION	20
SECTION 6.1 - CUSTOMER SERVICE	20
SECTION 6.2 - SERVICE INTERRUPTIONS.....	20
SECTION 6.3 - PROTECTION OF SUBSCRIBER PRIVACY	20
SECTION 6.4 – PROPRIETARY INFORMATION.....	20
SECTION 6.5 - EMPLOYEE IDENTIFICATION CARDS	21
ARTICLE 7 - PRICES AND CHARGES.....	22
SECTION 7.1 - PRICES AND CHARGES	22
ARTICLE 8 - REGULATORY OVERSIGHT	23
SECTION 8.1 - INDEMNIFICATION	23
SECTION 8.2 - INSURANCE	23
SECTION 8.3 - PERFORMANCE BOND	24
SECTION 8.4 – FRANCHISE FEES	25
SECTION 8.5 - REPORTS.....	25
SECTION 8.6 - EQUAL EMPLOYMENT OPPORTUNITY	26
SECTION 8.7 - REVOCATION OF FRANCHISE.....	26
SECTION 8.8 - NOTICE AND OPPORTUNITY TO CURE	26
SECTION 8.9 - TRANSFER OR ASSIGNMENT	28
SECTION 8.10 - INCORPORATION BY REFERENCE.....	28
ARTICLE 9 - PEG ACCESS CHANNEL AND SUPPORT.....	30
SECTION 9.1 – ACTIVATION OF PEG CHANNEL.....	30

ARTICLE 10 - MISCELLANEOUS..... 31
SECTION 10.1 - SEVERABILITY..... 31
SECTION 10.2 - FORCE MAJEURE 31
SECTION 10.3 - NOTICES 32
SECTION 10.4 - ENTIRE AGREEMENT..... 32
SECTION 10.5 - CAPTIONS..... 33
SECTION 10.6 - APPLICABILITY OF RENEWAL FRANCHISE..... 33

EXHIBIT A 35
EXHIBIT B..... 36

CANDIA, NH RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of New Hampshire, Inc., (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Candia, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on June 14, 1997;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated June 22, 2004 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated March 14, 2007;

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

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

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

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

ARTICLE 1 - DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals.

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

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Candia, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d)

an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

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

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network.

(f) Effective Date – means January 14, 2008.

(g) FCC – means the Federal Communications Commission or any successor governmental entity.

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

(i) Franchising Authority – means the Board of Selectmen of the Town of Candia, New Hampshire, or the lawful designee thereof.

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

(k) Franchisee – means Comcast of New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(l) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast

satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(m) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(n) Public, Educational and Government (PEG) Access Programming – means non-commercial programming produced by any residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License

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

(p) Public, Educational and Governmental Access Channel – means a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(q) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Candia, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Candia for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use

and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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

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

(t) Standard Installation – shall mean the standard one hundred seventy-five foot (175') Drop connection to the existing distribution system.

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

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

(w) Town – means the Town of Candia, New Hampshire.

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

ARTICLE 2 - GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of New Hampshire, Inc., a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Candia. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Renewal Franchise is granted.

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

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on January 14, 2008, following the expiration of the current Franchise, and shall terminate at midnight on January 13, 2018. The term of this Renewal Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated there under and by applicable New Hampshire law.

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [See also - RSA 53-C:3-b]

All franchises shall be nonexclusive. The Town shall not grant any additional franchises to cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in this existing franchise within the Town.

SECTION 2.5 - RESERVATION OF AUTHORITY

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

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to RSA 231:161, permission is hereby granted to the Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred seventy-five feet (175') of the Franchisee's Distribution Cable. For non-Standard Installations the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred seventy-five feet (175 ft.) aerial or one hundred seventy-five feet (175 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred seventy-five feet (175 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws. For installations more than one hundred seventy-five feet

(175 ft.), not involving a hard surface, the first one hundred seventy-five feet (175 ft.) shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

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

(e) The Company shall provide cable service to dwelling units not meeting the above density requirement set forth in subsection (a), if the requesting customers contribute to the capital cost of

construction for extending the line. The cost of contribution by such customers shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs extending service to dwelling units in an area along the Public Ways that meets the twenty (20) dwelling units per aerial mile, or forty (40) dwelling units per underground mile, or fractional proportion thereof as specified in subsection (a) above. The resulting aid in construction cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Town, or:

$$C/LE - CA/P = SC$$

* C equals the cost of construction of new plant from existing Cable System from the end of the current serviceable line to the last pole necessary to serve the last participating dwelling unit. The costs do not include the installation charges;

* LE equals the number of dwelling units requesting service in the line extension area and who subsequently pay a contribution in aid;

* CA equals the average cost of construction per mile in the primary service area;

* P equals franchise density of twenty (20) dwelling units per aerial of aerial plant or forty(40) dwelling units per underground mile; and

* AC equals aid in construction per dwelling unit in the line extension area.

Each subscriber shall pay his/her proportionate share of the cost of the line extension representing the difference between the number of dwelling units requesting service in the extension area and the average cost of an aerial mile constructed to serve twenty (20) homes/linear strand mile.

Grantee may require prepayment of the contribution in aid of construction and written commitment for basic cable television service.

Whenever a prospective subscriber or subscribers located in a line extension area requests a site survey to determine the cost of bringing cable service, Grantee shall, within thirty (30) days of the request, conduct a survey and inform each of the prospective subscribers of the contribution in

aid of construction that may be charged. Grantee shall apply for pole attachment agreements within thirty (30) days of its receipt of the contribution in aid of construction from all subscribing dwelling units, and shall make available cable service within ninety (90) days from the receipt of the pole attachment agreements and other necessary permits by Grantee, subject to weather, Force Majeure, and the performance of make ready.

SECTION 3.2 - SUBSCRIBER NETWORK

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

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

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

(b) Franchisee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings and other Town owned Public Buildings, along the Distribution Cable subject to the limitations set forth above. The Franchising Authority or its designee shall consult with a representative of the Franchisee to determine the appropriate location for each Outlet prior to requesting that the Franchisee install the free service.

(c) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets, as listed in **Exhibit A**, or install an additional Drop or Outlet to any municipal or Town owned or leased Public Building which already have a free Drop or Outlet.

(d) It is understood that the Franchisee shall not be responsible for any internal wiring of such Public Buildings.

ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

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

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

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

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

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

(f) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever the Franchisee needs to disturb any pavement, sidewalk or any other improvement of any public right-of-way, pursuant to applicable law and in the event that other similar utilities are required to do the same, Franchisee shall make written application to the Franchising Authority or its Designee, such as the Road Agent, identifying the location and extent of the work required. The Franchising Authority or its Designee shall grant permission to engage in such work in accordance with the terms and conditions consistent with the granting of such permission to any other entity. Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right-of-way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable. Pursuant to applicable law and in the event that similar utilities are required to do the same, upon completion of the work, Franchisee shall notify the Franchising Authority or its Designee, which shall undertake such inspection of the work as it deems prudent and necessary. If the Franchisee fails to make such restoration within a reasonable time, or said restoration is unsatisfactory, 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 the performance thereof. Upon failure of the Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by the Franchisee upon written demand by the Franchising Authority. However, prior to such repair or restoration, the Town should submit a written estimate to the Franchisee of the actual cost of said repair or restoration. Upon failure of the Franchisee to

comply within the time specified, the Franchising Authority may cause proper restoration and repair to be made and the reasonable expense of such work shall be

SECTION 4.3 - TREE TRIMMING

In the event Franchisee shall need to cut or trim trees, Franchisee shall give notice to the Board of Selectmen and property owners, and conform to all local ordinances, including the designation of roads as scenic pursuant to RSA 231:157.

SECTION 4.4 - BUILDING MOVES

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

SECTION 4.5 - DIG SAFE

The Franchisee shall comply with all applicable "dig safe" provisions, pursuant to RSA 374:51 of the New Hampshire Laws.

SECTION 4.6 - DISCONNECTION AND RELOCATION

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

establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

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

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

SECTION 4.7 – PROHIBITION AGAINST RESELLING OF SERVICE

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

ARTICLE 5 - PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

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

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

ARTICLE 6 - CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 6.1 - CUSTOMER SERVICE

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

SECTION 6.2 - SERVICE INTERRUPTIONS

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

SECTION 6.3 - PROTECTION OF SUBSCRIBER PRIVACY

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

SECTION 6.4 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required

to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 6.5 - EMPLOYEE IDENTIFICATION CARDS

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

ARTICLE 7 - PRICES AND CHARGES

SECTION 7.1 - PRICES AND CHARGES

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

(b) The Franchising Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise/franchise requirements, may be passed through to the Subscribers in accordance with federal law.

ARTICLE 8 - REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

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

SECTION 8.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

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

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

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 8.3 - PERFORMANCE BOND

(a) The Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Ten Thousand Dollars (\$10,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

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

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

