



March 5, 2012

Board of Selectmen
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

Re: Town of Pembroke – Renewal Related Documents

Dear Chairman and Members of the Board:

In accordance with the recent Cable Television Franchise Renewal please find enclosed the following documents for your files:

- One (1) originals for the Cable Television Franchise Renewal between the Town of Pembroke and Comcast of Maine/New Hampshire, Inc. for a term of six (6) years which will commence on March 9, 2012 and expire on March 8, 2018.
- Certificate of Insurance which will be automatically renewed each year throughout the term of the Renewal License per Section 8.2
- Performance Bond per Section 8.3.

Please feel free to contact Bryan Christiansen at 603 224-1871 x202 if you have any questions.

Sincerely,

Denise Mason
Franchising Specialist

/dmm
Enc

cc: New Hampshire Secretary of State – c/o State House (*Renewal Franchise only*)
Bryan Christiansen - Comcast Sr. Manager of Government & Regulatory Affairs
Comcast Corporate Franchising (*Renewal Franchise only via email*)
Comcast Division Franchising and Finance (*Renewal Franchise only via email*)





Comcast Cable
54 Regional Drive
Concord, NH 03301
www.comcast.com

February 15, 2012

Board of Selectmen
Town of Pembroke
311 Pembroke Street
Pembroke, NH 03275

Re: SECTION 3.6 - GOVERNMENTAL CABLE DROPS TO CABLE SYSTEM

Dear Members of the Board:

The Pembroke Cable Television Renewal License between Comcast of Maine/New Hampshire, Inc., and the Town of Pembroke, NH dated February 6, 2012 states the following in Section 3.6 – Governmental Cable Drops to Cable System:

SECTION 3.6 - GOVERNMENTAL CABLE DROPS TO CABLE SYSTEM

The Franchise shall provide funding to the Franchising Authority in the amount of Three Thousand Five Hundred Dollars (\$3,500.00), for telecommunications funding, payable annually on or before January 31. The first of six (6) payments shall be made within 60 days of the Effective Date.

In lieu of certain other consideration within the Renewal License, Comcast agrees that it will not pass through or line item Five Hundred (\$500.00) of each annual payment to the subscribers in Pembroke.

Sincerely,

Bryan Christiansen
Sr. Manager of Government and Regulatory Affairs

C.c. Bob Car, Comcast Director of Government and Regulatory Affairs



CABLE FRANCHISE BOND

Bond 08861118

KNOW ALL BY THESE PRESENTS: That COMCAST OF MAINE/NEW HAMPSHIRE INC.

676 Island Pond Road Manchester NH 03109 , as Principal,

and FIDELITY AND DEPOSIT COMPANY OF MARYLAND , as Surety, are

held and firmly bound unto TOWN OF PEMBROKE, NH

_____ , as Obligee,

in the sum of Twenty Five Thousand and 00/100 ,

DOLLARS (\$ 25,000.00), to the payment whereof well and truly to be made to the Obligee, we bind ourselves,

our successors and assigns, firmly by these presents. Sealed with our seals and dated this _____ 15th _____ day of

March , 2007 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas the Obligee has granted unto the Principal, a

franchise beginning _____ , _____ , and whereas the said Principal is required to execute a bond in

the penal sum of Twenty Five Thousand and 00/100

(\$ 25,000.00) in favor of the Obligee, conditioned upon its performance of the obligations of the grantee under said

franchise;

NOW, THEREFORE, if the above bounden Principal shall perform the obligations of the grantee under said franchise, then this

obligation to be void otherwise to remain in full force and virtue. This bond may be canceled by the Surety upon thirty days

notice to the Obligee by registered mail.

ATTEST:

COMCAST OF MAINE/NEW HAMPSHIRE INC.

(Principal)

BY: 

FIDELITY AND DEPOSIT COMPANY OF MARYLAND


Wayne G. McVaugh Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103-2797 Attn: Comcast.Certs@marsh.com Fax: 212-948-0360	CONTACT NAME: _____	
	PHONE (A/C, No. Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
05194 -ALL-GAWU-11-12	COMCA ANDOV MA	INSURER A : ACE American Insurance Company 22667
INSURED COMCAST OF MAINE/NEW HAMPSHIRE, INC. 6 CAMPANELLI DRIVE ANDOVER, MA 01810-1095		INSURER B : ACE Property And Casualty Ins Co 20699
		INSURER C : Indemnity Ins Co Of North America 43575
		INSURER D :
		INSURER E :
		INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CLE-003249910-09 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		XSL G25532867	12/01/2011	12/01/2012	EACH OCCURRENCE	\$ 4,900,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 4,900,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> \$100,000 SIR					PERSONAL & ADV INJURY	\$ 4,900,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 25,000,000
<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ 6,000,000
							\$
A	AUTOMOBILE LIABILITY		ISA H08692506	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 10,000,000
	<input checked="" type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	XOO G25833892	12/01/2011	12/01/2012	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLRC46771473 (AOS)	12/01/2011	12/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	WLRC46771485 (CA)	12/01/2011	12/01/2012	E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		WLRC46771497 (MN)	12/01/2011	12/01/2012	E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
			SCFC46771503 (WI)	12/01/2011	12/01/2012	E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. \$100,000 PER OCCURRENCE SELF INSURED RETENTION APPLIES ONLY TO THE ABOVE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF PEMBROKE
 BOARD OF SELECTMEN
 311 PEMBROKE STREET
 PEMBROKE, NH 03275

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Manashi Mukherjee

Manashi Mukherjee

© 1988-2010 ACORD CORPORATION. All rights reserved.

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

ARTICLE I - DEFINITIONS	5
SECTION 1.1 - DEFINITIONS	5
ARTICLE 2 - GRANT OF FRANCHISE	7
SECTION 2.1 - GRANT OF FRANCHISE	7
SECTION 2.2 - DURATION OF FRANCHISE	7
SECTION 2.3 - RENEWAL OF FRANCHISE.....	7
SECTION 2.4 - TRANSFER OR ASSIGNMENT	7
SECTION 2.5 – NON-EXCLUSIVITY AND EQUAL PROTECTION PROVISION.....	8
SECTION 2.6- POLE AND CONDUIT ATTACHMENT RIGHTS.....	8
SECTION 2.7 - POLICE AND REGULATORY POWERS.....	9
SECTION 2.8 - REMOVAL OF SYSTEM.....	9
ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION	10
SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS	10
SECTION 3.2 - SUBSCRIBER CONNECTIONS & COSTS.....	10
SECTION 3.3 - CABLE SYSTEM	10
SECTION 3.4 - EMERGENCY OVERRIDE	11
SECTION 3.5 - LEASED ACCESS CHANNELS.....	11
SECTION 3.6 - GOVERNMENTAL CABLE DROPS TO CABLE SYSTEM.....	11
SECTION 3.7 – SYSTEM MAPS	11
SECTION 3.8 – EMERGENCY POWER.....	12
ARTICLE 4 - TECHNICAL, SAFETY, CONSTRUCTION AND INSTALLATION STANDARDS	13
SECTION 4.1 - SYSTEM CONSTRUCTION AND MAINTENANCE.....	13
SECTION 4.2 - SYSTEM OPERATION	13
SECTION 4.3- REPAIRS AND RESTORATION	13
SECTION 4.4 - CABLE LOCATION	14
SECTION 4.5 – TREE TRIMMING.....	14
SECTION 4.6 - BUILDING MOVES	14
SECTION 4.7 - DIG SAFE	15
SECTION 4.8- DISCONNECTION AND RELOCATION.....	15
ARTICLE 5 - SUBSCRIBER RIGHTS AND PROTECTION	16
SECTION 5.1 - INSTALLATION VISITS - SERVICE CALLS- RESPONSE TIME.....	16
SECTION 5.2 - FCC CUSTOMER SERVICE OBLIGATIONS	16
SECTION 5.3 – SERVICE INTERRUPTIONS.....	16
SECTION 5.4 - COMPLAINT RESOLUTION PROCEDURES.....	16
SECTION 5.5 – EQUIPMENT AND OTHER REMOTE CONTROL DEVICES	17
SECTION 5.6 – EMPLOYEE/VEHICLE IDENTIFICATION.....	18
SECTION 5.7 - PROTECTION OF SUBSCRIBER PRIVACY	18
ARTICLE 6-PROGRAMMING AND ACCESS CHANNELS	19
SECTION 6.1--BASIC SERVICE	19
SECTION 6.2--PROGRAMMING.....	19
SECTION 6.3 - ACCESS CHANNELS.....	19
ARTICLE 7 -RATES AND CHARGES	20
SECTION 7.1 PRICES AND CHARGES.....	20
SECTION 7.2 - RESERVATION OF RIGHT REGARDING RATE REGULATION.	20
SECTION 7.3 - FRANCHISE FEE	20
ARTICLE 8- ADMINISTRATION AND REGULATORY OVERSIGHT	21
SECTION 8.1 - INDEMNIFICATION.....	21
SECTION 8.2 - INSURANCE	21
SECTION 8.3 - PERFORMANCE BOND	22
SECTION 8.4 - NOTICE AND OPPORTUNITY TO CURE	22

Pembroke Cable Television Renewal License

SECTION 8.5 - REVOCATION OF FRANCHISE; DEFAULT.....23
ARTICLE 9 - MISCELLANEOUS.....24
SECTION 9.1 - SEVERABILITY 24
SECTION 9.2 - FORCE MAJEURE 24
SECTION 9.3 - INCORPORATION BY REFERENCE..... 24
SECTION 9.4 - NOTICES 24
SECTION 9.5 - AMENDMENT OR MODIFICATION 25
SECTION 9.6 - ANNUAL PERFORMANCE REVIEW 25
SECTION 9.7 - DELEGATION 26
SECTION 9.8 - FINAL AGREEMENT 26
SECTION 9.9 - PROPRIETARY AND CONFIDENTIAL INFORMATION..... 26
SIGNATURE PAGE.....27
EXHIBIT A – PUBLIC BUILDINGS ON THE CABLE SYSTEM.....28
EXHIBIT B - CUSTOMER SERVICE REGULATIONS.....28
EXHIBIT C - PROGRAMMING.....31

Town of Pembroke

Comcast Franchise Renewal Proposal

Agreement made this 6th day of February 2012, between Comcast of Maine/New Hampshire, Inc., and the Town of Pembroke, a New Hampshire Municipal Corporation with a place of business at 311 Pembroke Street, Pembroke, NH 03275, by its Board of Selectmen, the Franchising Authority for this Agreement pursuant to NH RSA 53-C.

WITNESSETH

WHEREAS, Comcast of Maine/New Hampshire, Inc., (hereinafter "Comcast" or "Franchisee") is the duly authorized holder of a Franchise to operate a cable system in the Town of Pembroke (hereinafter "Town"); and

WHEREAS, the current franchise agreement expires on March 8, 2012 and Comcast seeks to renew said agreement; and

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

WHEREAS, the Franchising Authority and Comcast of Maine/New Hampshire, Inc. did engage in good faith negotiations and did agree on various provisions regarding the Cable Television System in Pembroke; and

NOW THEREFORE, after due and full consideration, the Pembroke Board of Selectmen and Comcast agree that this Franchise is issued upon the following terms and conditions:

ARTICLE I - DEFINITIONS

SECTION 1.1 - DEFINITIONS

The following terms used in this Franchise shall have the following meanings; however, any term not included in the following definitions which is otherwise defined in FCC rules and/or regulations, or by federal law as of the Effective Date of this Franchise Renewal, shall be incorporated herein by reference:

(a) Access Channel(s): One or more video channel(s) owned by the Franchisee and made available to the Town of Pembroke without charge, for the purpose of transmitting community public, governmental and educational Access Programming to Subscribers.

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

(c) Affiliate or Affiliated Person: A Person that owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.

(d) Basic Broadcast Service: That service tier which includes at a minimum the retransmission of local television broadcast signals in accordance with the Cable Act.

(e) Cable Act: Title VI of the Communications Act of 1934, 47 U.S.C. 521, et seq., as may be amended from time to time.

(f) Cable Service or Service: The one-way transmission to Subscribers of (i) video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such video Programming or other Programming service.

(g) Cable System: The facility that is the subject of this Franchise, 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.

(h) Drop: The coaxial cable that connects a home or building to the Cable System.

(i) Effective Date: March 9, 2012.

(j) FCC: Federal Communications Commission, or successor governmental entity thereto.

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

(l) Franchise or Franchise Agreement: The Franchise granted herein and any amendments thereof.

(m) Franchise Authority or Franchising Authority: Board of Selectmen of the Town of Pembroke, New Hampshire, or its duly authorized designee per Section 9.7, in accordance with applicable federal and state law.

Pembroke Cable Television Renewal License

(n) Franchise Fee: Means the payments to be made by the Franchisee to the Town of Pembroke and/or its designee, such as an Access Corporation, which shall have the meaning as set forth in 47 USC §542.

(o) Gross Annual Revenues: means the monthly subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Pembroke 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, advertising or home shopping revenue, and equipment rental fees. Gross Annual Revenue shall not include refundable deposits, bad debt that remains uncollected and is subsequently written off, late fees, nor any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Licensee on behalf of such entity.

(p) Leased Channel or Leased Access: A video channel designated for leased access services, which the Franchisee shall make available pursuant to 47 USC §532.

(q) Outlet: An interior or exterior receptacle that connects a television set to the Cable System.

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

(s) Private Roads: Private rights of way or non-public roadways not classified as public highways by NH RSA 229:5.

(t) Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station, which shall have the meaning as set forth in Section 522:19 of the FCC rules and regulations.

(u) Public Way: The surface of, and the space above and below, any public street in the Town defined as a class VI to class I road pursuant to NH RSA 229:5, and any road, highway, freeway, bridge, lane, path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public rights-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 thereafter held by the Franchise Authority.

(v) Subscriber: Any Person, firm, company, municipality, corporation or other entity lawfully receiving Cable Services from the Franchisee.

(w) Town: The Town of Pembroke, New Hampshire.

(x) Upstream Link: A fiber or coaxial cable connection transporting video signals from originating points to a head-end or sub-headend.

ARTICLE 2 - GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of the Cable Act and NH RSA 53-C, as amended from time to time, the Board of Selectmen, acting as the Franchising Authority, hereby grants a non-exclusive Franchise to Franchisee authorizing and permitting said Franchisee to construct, upgrade, operate and maintain a Cable System within the municipal limits of the Town of Pembroke.

(b) The Franchise is granted under and in compliance with and subject to the Cable Act and NH RSA Chapter 53-C, and in compliance with all rules and regulations of the FCC and all other applicable rules and regulations. The Town specifically reserves all authority vested in it under NH RSA 231:160 et. seq. to manage, regulate and control the public right-of-way, as such authority relates to the provisions of cable services, provided that the exercise of such authority does not conflict with the rights granted herein or with the rights of the Franchisee under federal and state law.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in the Public Ways and other public places and property under the jurisdiction of the Town, as set forth in Section 1.1 (u). This authorization shall not be deemed a waiver of the Town's rights to require permits or licenses for installation of facilities in public ways pursuant to New Hampshire law. (See also Section 2.7)

SECTION 2.2 - DURATION OF FRANCHISE

The term of this non-exclusive Franchise shall be for a period of six (6) years commencing on March 9, 2012 and shall terminate at midnight on March 8, 2018. If the Franchising Authority implements an Access Channel as part of Section 6.3 of this Agreement, the term will be automatically extended for an additional five (5) years, terminating at Midnight on March 8, 2023. The term of this 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

Subject to Section 626 of the Cable Act the renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law.

SECTION 2.4 - TRANSFER OR ASSIGNMENT

(a) Neither the Franchisee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51% or greater ownership interest in Grantee, shall take place without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (i) a transfer in trust, by mortgage,

hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a written request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken final action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed granted.

(b) The taking of any action in violation by Franchisee of Section 2.4 shall be null and void and shall be deemed a material breach of this Franchise, and the provisions of Section 8.5 shall apply.

(c) (1) The consent or approval of the Franchising Authority to any Transfer of the Franchise shall not constitute a waiver or release of the rights of the Town in and to the Public Ways or any other rights of the Town under this Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Franchise.

(2) 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 2.5 – NON-EXCLUSIVITY AND EQUAL PROTECTION PROVISION

(a) The right to use and occupy the Public Ways and public places shall not be exclusive, provided that pursuant to NH RSA 53-C:3-b(1) and consistent with federal law, the Franchising Authority shall not grant any additional franchises to cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within the Town.

(b) If Franchisee believes that any additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than those in this Franchise Agreement the Franchisee may request, in writing, that the Franchising Authority hold a public hearing. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that the grant of any such additional cable television franchise(s) contains terms and conditions more favorable or less burdensome than those in this Franchise Agreement. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that an additional franchise has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall make equitable amendments to this Franchise Agreement within a reasonable time.

SECTION 2.6- POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to RSA 231:159, et seq., the Franchisee may seek to attach or otherwise affix cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on Public Ways, provided the Franchisee secures permission and consent of the public utility companies

to affix the cables and/or wires to their pole and conduit facilities. Franchisee may erect its own poles and install its own conduit, with approval of the location of such installation by the Town, pursuant to law, which approval shall not be unreasonably withheld. The Franchising Authority grants Franchisee equal standing with the power and telephone utilities in the matter of placement of facilities on Public Ways. In the event that the Franchisee installs, owns and maintains any poles in the Town's rights of way, the Franchisee shall make available for attachment by use of the Franchising Authority the right to attach to its poles subject to 1) the availability of space on said poles and 2) the prior execution of a pole attachment agreement with the Franchisee.

SECTION 2.7 - POLICE AND REGULATORY POWERS

The Franchisee's actions and conduct under this Agreement are expressly subject to the powers of the Town to adopt and enforce by-laws, ordinances, rules, and regulations of general applicability that are not exclusive to this Franchise or the Franchisee to its authority under New Hampshire law.

SECTION 2.8 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise, or of any renewal thereof by passage of time or otherwise, and unless (1) the Franchisee has had its franchise renewed for another term or (2) the ownership of the Cable System has been transferred to another Person pursuant to applicable law, the Franchisee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and other appurtenances from the Public Ways and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months of such termination, the Franchising Authority may deem any property not removed as having been abandoned.

ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS

(a) **Service Area:** Subject to Section 3.1(c) below, the Franchisee shall, upon request, make Cable Service available to all residential dwelling units in the Town of Pembroke.

(b) In the case of new construction or property development that is contiguous to the trunk and distribution system where utilities are to be placed aerially or underground, the developer or property owner shall give Franchisee reasonable notice of not less than sixty (60) days prior to such construction or development, and, if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense, or as otherwise agreed by the parties. Franchisee shall also provide specifications as needed for trenching. Allocation of cost of trenching and easements required to bring service to the development shall be as determined by Franchisee and the developer or property owner. Service shall be made available to newly constructed areas within ninety (90) days after request for service, taking into account and subject to permitting requirements, weather, force majeure, performance of make ready, availability of construction crews and materials, and the ability to obtain all necessary easements at no cost to the Franchisee.

(c) Franchisee shall extend its Cable System to all residential dwelling units in the Town with a density of a minimum of twenty-five (25) residential units per mile for aerial, or new underground developments constructed as described in Section 3.1(b) where the cost of trenching is borne by the developer and not the Franchisee, or (ii) a minimum of forty (40) homes per underground mile for underground areas where the cost of the extension is paid by Franchisee.

(d) Franchisee shall make cable service available to any commercial establishment in the Town provided that said establishment agrees to pay for installation and any required line extension and monthly subscription costs as determined by Franchisee.

SECTION 3.2 - SUBSCRIBER CONNECTIONS & COSTS

Installation costs shall conform with the Cable Act and regulations thereunder, as may be amended from time to time. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the cable plant shall be entitled to a standard installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 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 underground installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty (150 ft.) shall be at the standard installation rate.

SECTION 3.3 - CABLE SYSTEM

(a) The Franchisee commits to maintaining a minimum 750MHz Cable System.

(b) The Cable System shall be designed and constructed so that television station broadcast signals received by the Franchisee in stereo are transmitted in stereo to Subscribers.

SECTION 3.4 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System regulations.

SECTION 3.5 - LEASED ACCESS CHANNELS

Pursuant to 47 U.S.C. 532, the Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial access channels shall be negotiated between the Franchisee and the commercial user in accordance with federal law.

SECTION 3.6 - GOVERNMENTAL CABLE DROPS TO CABLE SYSTEM

The Franchisee shall provide, and continue to maintain as directed in writing by the Franchising Authority, (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.2, (ii) one Outlet, and (iii) the Basic Broadcast Service to all municipal and school buildings which are listed in Exhibit A hereto and are located along the Cable System trunk and distribution system and, upon written request from the Board of Selectmen, to any other newly constructed municipal or school building located along the Cable System trunk and distribution system. Upon written request of the Board of Selectmen, Franchisee shall provide one separate drop connection, outlet and service at the Pembroke Safety Center for the Police, Fire, and Emergency Management Departments, totaling three drops or outlets at the Pembroke Safety Center. The Franchisee shall maintain standard installation drops, Outlets and Basic Broadcast Service throughout the life of this Franchise, and shall provide one new standard installation and Basic Broadcast Service to municipal and school buildings newly constructed or acquired subsequent to the commencement of this Franchise and that are along the trunk and distribution system, which shall be wired within ninety (90) days of delivery of a written request from the Franchising Authority to Franchisee and subject to Force Majeure. The Franchising Authority or its designee shall consult with the appropriate individuals to determine the appropriate location of each Drop and Outlet and any additional costs for construction prior to the installation of the free service. Franchisee shall not be required to relocate existing Drops or construct additional Drops to municipal buildings at no cost.

The Franchise shall provide funding to the Franchising Authority in the amount of Three Thousand Five Hundred Dollars (\$3,500.00), for telecommunications funding, payable annually on or before January 31. The first of six (6) payments shall be made within 60 days of the Effective Date.

The payment above shall be made directly to the Franchising Authority.

In accordance with applicable law, this Franchise Related Cost shall be passed through to Subscribers and shall appear as a line item on Subscribers' monthly bills.

SECTION 3.7 - SYSTEM MAPS

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

SECTION 3.8 – EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing stand-by powering of the headend upon failure or outage of the power supplied by the electric utility.

ARTICLE 4 - TECHNICAL, SAFETY, CONSTRUCTION AND INSTALLATION STANDARDS

SECTION 4.1 - SYSTEM CONSTRUCTION AND MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall use best efforts to 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 equipment, cable and wires of the Cable System for which this Franchise is granted shall be done in conformance with OSHA, the National Electrical Safety Code, rules and regulations of the FCC and applicable state and local laws and ordinances, as they now exist or as they may be amended from time to time.

(c) Operations and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment.

(d) All structures and all lines, equipment and connections in the Public Ways and Private Roads and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

(e) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise through the Town's code enforcement office. The Franchising Authority or its designee(s) shall have the right to inspect the plant of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

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

SECTION 4.2 - SYSTEM OPERATION

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 Systems. Upon written request by the Franchising Authority or its designee, Franchisee shall provide copies of the Proof of Performance reports required by the FCC.

SECTION 4.3- REPAIRS AND RESTORATION

(a) Franchisee shall adhere to the performance standards set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or

other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. 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 System only during periods of minimum use.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Ways the same shall be replaced and the surface restored in as reasonably good condition as before entry as soon as practicable. Such restoration shall be made within thirty (30) days, weather permitting or due to events beyond the reasonable control of Franchisee and subject to Force Majeure, after Franchisee's receipt of written notification from the property owner so damaged unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, 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.

SECTION 4.4 - CABLE LOCATION

(a) In all areas of Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aurally placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles, or trenching for the placement of underground conduits, shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law. Costs for such underground placement of the Cable System may be subject to a pass-through to Subscribers.

(c) Nothing in this Section 4.4 shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.5 - TREE TRIMMING

In the same manner as provided for public utilities pursuant to NH RSA 231:145 the Franchisee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and Public Ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town ordinances and regulations.

SECTION 4.6 - BUILDING MOVES

In accordance with applicable laws, the Franchisee shall, upon the 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 4.7 - DIG SAFE

The Franchisee shall comply with all applicable "dig safe" provisions pursuant to NH RSA 374:51.

SECTION 4.8- 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 similarly situated public utility.

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

ARTICLE 5 - SUBSCRIBER RIGHTS AND PROTECTION

SECTION 5.1 - INSTALLATION VISITS - SERVICE CALLS- RESPONSE TIME

(a) New Service: In accordance with federal laws and the rules and regulations of the FCC, the Franchisee shall respond to all requests for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable, subject to weather and Force Majeure. If arranging appointments for installation, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, and a narrower interval, if possible within the morning and afternoon time frame, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 am to 5:00 pm weekdays).

(b) Service Request/Complaints. A Subscriber complaint or request for service received after normal business hours shall be responded to the next business day.

(c) Personnel. The Franchisee shall ensure that there are standby technicians on call at all times after normal business hours. The answering service shall be required to notify the standby technician(s) of (i) any emergency situations or (ii) an outage as described in Section 5.2(e) below.

(d) Outages. Technical personnel shall be available twenty-four (24) hours per day to respond to System outages. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Franchisee has reason to know of such an outage.

(e) Removal of Equipment. The Franchisee shall remove all Subscriber cable Drops within fourteen (14) days of receiving a request from a Subscriber to do so.

(f) Local Office and Contact. Pursuant to NH RSA 53-C:3-c (II) Franchisee shall maintain an office which shall be open during usual business hours, have a listed toll-free telephone number, and be capable of receiving complaints, requests for adjustments, and service calls.

SECTION 5.2 - FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, required by Federal Law and currently codified at 47 CFR. § 76.309, as may be amended from time to time, which standards are attached hereto as Exhibit B and made a part hereof.

SECTION 5.3 – SERVICE INTERRUPTIONS

Pursuant to NH RSA53-C:3-c (I) In the event service to any subscriber is interrupted for 24 or more consecutive hours, Franchisee will, upon request, grant such subscriber a pro rata credit or rebate. Franchisee shall provide notice to all new subscribers and to existing subscribers not less than annually advising them of the right to request such credit.

SECTION 5.4 - COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) may attempt to assist in resolving the matter as follows:

- (1) Upon the written request of a subscriber and after the subscriber has tried to resolve the matter with the Franchisee, the Franchising Authority or its designee(s) shall notify Franchisee which, within ten (10) business days after receiving such notice, send a written report to the Franchising Authority with respect to any complaint, sending a copy to the complainant. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee, but shall be subject to the Privacy provisions of Section 5.7 herein.
- (2) Within 30 days of the Franchisee's report, the subscriber may request to meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, in order to fully discuss and resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or 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.

(d) In the event that the Franchising Authority, or its designee(s), finds a pattern of multiple unresolved Subscriber complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of complaints.

SECTION 5.5 – EQUIPMENT AND OTHER REMOTE CONTROL DEVICES

(a) The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, and to own, utilize and program equipment including remote control devices, which are compatible with the equipment provided by the Franchisee, provided that such subscriber equipment will not damage the Cable System or facilitate the unauthorized reception of Cable Service. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the subscriber equipment acquired by Subscriber.

(b) Franchisee shall not remove or require the removal of any television antenna of a Subscriber. Franchisee shall make available for purchase at its own cost plus a reasonable return, an adequate switching device to allow a Subscriber to choose between Cable Service and non-cable reception.

(c) Upon request, and at no separate additional charge, the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System, commonly known as Parental Control. The parental control capability may be achieved through the use of a converter and Franchisee may charge Subscriber for use of such a converter.

SECTION 5.6 – EMPLOYEE/VEHICLE IDENTIFICATION

All of the Franchisee's employees entering upon private property in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sale personnel, shall be required to produce, upon request, an employee identification card issued by the Franchisee and bearing a picture of said employee. All of Franchisee's vehicles that are used in connection with the System shall be reasonably identifiable as those of the Franchisee.

SECTION 5.7 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber of the Cable Television System and 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 47 U.S.C. 551 and all other applicable federal and State laws and regulations including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) Subject to Section 631 of the Cable Act, the Franchisee shall notify all third 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.

(d) The Franchisee shall provide Subscribers with an annual written notice of its Subscriber Privacy. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber either by name or address and the Franchisee shall abide by this request.

(e) 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 pursuant to 47 USC § 551.

(f) 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 Manager of Government Affairs. The Franchisee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

ARTICLE 6-PROGRAMMING AND ACCESS CHANNELS

SECTION 6.1---BASIC SERVICE

Pursuant to the FCC Regulations, the Franchisee shall provide Basic Service.

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 C, attached hereto and made a part hereof. Pursuant to federal law, all Programming decisions, including the Programming listed in Exhibit D, but excluding PEG Access Programming, are at the sole discretion of the Franchisee, unless otherwise provided by applicable law(s).

(b) The Franchisee shall provide the Franchising Authority and all Subscribers with notice of its intent to change the Pembroke Programming line-up at least thirty (30) days before any such change is to take place, provided that any such changes are within the control of the Franchisee.

SECTION 6.3 - ACCESS CHANNELS

(a) The Franchising Authority may request that the Franchisee enter into negotiations on an amendment to this Franchise that outlines the terms and conditions under which a PEG Access channel may be provided to the Town.

(b) In the event that such an amendment is agreed to by the parties, the Franchising Authority agrees to automatically extend the term of this Franchise for an additional five (5) years.

ARTICLE 7 - RATES 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 which allows sufficient opportunity for subscribers to alter or terminate service prior to being charged any increased rate. In the event that a Subscriber chooses to downgrade its level of service within thirty (30) days of Franchisee's increase in the Subscriber's monthly rate, there shall be no charge for the downgrading of said service. 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.

SECTION 7.2 - RESERVATION OF RIGHT REGARDING RATE REGULATION.

The Town reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable laws.

SECTION 7.3 - FRANCHISE FEE

(a) Upon written request VIA US Mail Return Receipt and with a minimum one hundred-twenty (120) days notice Franchising Authority may request Franchisee to provide a payment to the Franchising Authority equal to not more than two and half percent (2.5%) of its Gross Annual Revenues. Said payments shall be made within forty-five (45) days of the end of each calendar quarter. The first and last payments shall be prorated to reflect the time period for which the Franchise Fee was in effect. The starting date of the period for which the Franchise Fee is collected shall be one hundred twenty (120) days from the date of receipt of said notice or other later date as may be agreed upon by the parties. In accordance with applicable law, this Franchise Fee shall be passed through to Subscribers and shall appear as a line item on Subscribers' monthly bills.

(b) Franchisee shall not be liable for a total Franchise Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided that said five percent (5%) shall include the following: (i) the amount of the technology fund in Section 3.6 (b) and (ii) any Franchise Fees or assessments that may be payable to the Town and the State ; however, said five percent (5%) shall not include the following: (i) any interest due herein to the Town because of late payments; and (ii) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

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

(d) Any payments not received by the due date specified in this section shall bear interest at the Prime Rate.

ARTICLE 8- ADMINISTRATION AND REGULATORY OVERSIGHT

SECTION 8.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the Town, its officials, boards, 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, without limitation, all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder provided that the Franchising Authority shall give to the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority for which indemnification is sought. If the Franchising Authority determines that it is necessary for it to employ separate counsel, such costs shall be the responsibility of the Franchising Authority and shall in no manner be the responsibility of the

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 named insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by or arising out of 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).

(c) Worker's Compensation, including liability benefits, and any other legally required employee benefits, shall be supplied in statutory amounts.

(d) All insurance coverage, including Worker's Compensation, shall be maintained throughout the period of this Franchise Agreement. All expenses incurred for said insurance shall be at the sole expense of the Franchisee.

(e) Franchisee will file an insurance certificate showing coverage beginning on the Effective Date with the Town and shall promptly notify Franchising Authority of any changes and shall also file insurance certificates in the event of change documenting compliance with this section.

SECTION 8.3 - PERFORMANCE BOND

(a) The Franchisee shall maintain, without charge to the Town, throughout the term of this Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Twenty-five Thousand Dollars (\$25,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal Franchise.

(b) The performance bond shall be effective throughout the term of this 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 this Renewal Franchise, the Town shall recover from the surety of such bond all costs incurred and/or damages suffered by the Town as a result thereof, pursuant to Section 8.4.

(c) Said bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal Franchise or from the exercise of any privilege herein granted. In the event that the Town draws upon said surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$25,000.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered there under shall limit the liability of the Franchisee under the Renewal Franchise.

SECTION 8.4 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, and except as excused by force majeure, and prior to instituting any action against the Franchisee under Section 8.3 (Performance Bond) or Section 8.5 (Revocation), 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:

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such 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 thirty (30) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the

Franchisee is in such default the Franchising Authority may determine to pursue any lawful remedy available to it. In the event that the Franchising Authority does not issue a final report, said notice of default shall be deemed to have been waived by the Franchising Authority, and the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

(e) Upon a formal finding of default pursuant to Sections 8.4(a-d), the Franchising Authority may seek available remedies which include, but are not limited to, drawing upon the performance bond and/or revocation of the franchise. If the performance bond is drawn upon and is not reinstated to its full level within a period of thirty (30) days, the Franchising Authority may determine to instead to revoke the franchise or pursue any lawful remedy available to it.

SECTION 8.5 - REVOCATION OF FRANCHISE; DEFAULT

The Franchise issued hereunder may, after due notice and hearing as provided in Section 8.5, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to comply with any of the material terms and conditions of the Franchise;
- (b) For any transfer or assignment of the Franchise Agreement or control thereof without consent of the Franchising Authority pursuant to Section 2.5 and the provisions of applicable law;
- (c) For failure to maintain a performance bond as described in Section 8.3 or to maintain insurance as described in Section 8.2;

ARTICLE 9 - MISCELLANEOUS

SECTION 9.1 - SEVERABILITY

If any section, paragraph, term or provision of this Franchise Agreement 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 any other section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Franchise Agreement or any renewal or renewals hereof.

SECTION 9.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise Agreement, the term force majeure as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; environmental restrictions; and unavailability of essential equipment, services and/or materials and/or any other cause or event not reasonably within the Franchisee's control.

SECTION 9.3 - INCORPORATION BY REFERENCE

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

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

SECTION 9.4 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the Attn: Board of Selectmen, Town of Pembroke, 311 Pembroke Street, Pembroke, New Hampshire 03275, with a copy to the Town Administrator at the same address, or such other address as the Franchise 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 the following address or such other address as the Franchisee may specify in writing to the Franchising Authority:

Comcast Cable Communications, Inc.

Pembroke Cable Television Renewal License

Attn: Director of Government & Community Relations
55 Concord Street
North Reading, MA 01864

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
One Comcast Center
Philadelphia, PA 19103

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

SECTION 9.5 - AMENDMENT OR MODIFICATION

This Franchise shall not be amended or modified except by written agreement duly executed by the Board of Selectmen and by Franchisee's duly authorized agent(s) following notice and public hearing on the proposed amendment with not less than fifteen days prior public notice, costs of such notice to be paid by the party requesting the amendment or split between the parties if mutually requested.

SECTION 9.6 - ANNUAL PERFORMANCE REVIEW

(a) The Franchising Authority may hold a performance evaluation hearing within sixty (60) days of each anniversary of the Effective Date of this Renewal Franchise and upon thirty (30) days prior written notice to the Franchisee. If Franchisee is unable to attend a particular performance evaluation hearing, it shall promptly notify the Franchising Authority either by phone or in writing and shall propose an alternate date within thirty (30) days. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Franchisee's compliance with the terms and conditions of this Renewal Franchise.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the installation, operation and/or maintenance of the Cable System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee, and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(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 Franchisee's compliance with this Renewal Franchise and send one (1) copy to the Franchisee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the material terms and conditions of this Renewal Franchise, the Franchisee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 8.4. In the event that the Franchising Authority does not issue a final report, said issues of performance shall be deemed to have been waived by the Franchising Authority, and the issue of said performance against the Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.7 - DELEGATION

The Franchise Authority may delegate to any Town official, employee, agency or commission the authority to exercise any of Town 's rights hereunder which may lawfully be so delegated. The Franchising Authority shall provide the Franchisee with thirty (30) day prior written notice of such delegation.

SECTION 9.8 - FINAL AGREEMENT

The Agreement stated herein, in writing, constitutes the final and entire agreement between the parties.

SECTION 9.9 - PROPRIETARY AND CONFIDENTIAL INFORMATION

If the Franchisee reasonably believes that any documentation to be provided to the Franchising Authority in accordance with the provisions of this Franchise Agreement contains proprietary or confidential information, then the Franchisee shall provide the Franchising Authority with written notice thereof, and thereafter Franchisee shall submit the information to its counsel, who shall confer with the Town's counsel for a determination of the Franchisee's claim of proprietary interest. In the event of a disagreement, the parties shall submit the matter to a court of appropriate jurisdiction.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Renewal to be executed by their duly authorized representative this 2nd day of February, 2012.

TOWN OF PEMBROKE

Justin M. Caudemanche
Tom A. Shaker
J. H. D.
Robert S. Samson

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

Stephen Hackley
Stephen Hackley
Regional Senior Vice President
Greater Boston Region

EXHIBIT A – PUBLIC BUILDINGS ON THE CABLE SYSTEM

Pembroke Village School	30 High Street
Pembroke Town Hall	311 Pembroke Street
Pembroke Academy	209 Academy Road
Pembroke Hill School	300 Belanger Drive
Three Rivers School	243 Academy Road
Pembroke Library	261 Pembroke Street
Perry Eaton Building	4 Union Street
DPW Garage	8 Exchange Street
Pembroke Water Works	212 Main Street
Pembroke Safety Center	247 Pembroke Street

EXHIBIT B - CUSTOMER SERVICE REGULATIONS

Code of Federal Regulations 47 CFR §76.309

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.

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

(1) Cable system office hours and telephone availability--

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

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

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

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

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

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

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

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

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

Pembroke Cable Television Renewal License

(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 that 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--

(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.

EXHIBIT C - PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

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