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December 17, 2004

VIA OVERNIGHT MAIL

Town Council  
Town of Hooksett  
16 Main Street  
Hooksett, NH 03106

***Re: Hooksett Renewal Cable Television Franchise Agreement***

Dear Members of the Council:

Enclosed please find two (2) a fully executed original of the Renewal Cable Television Franchise Agreement between the Town of Hooksett and Comcast of New Hampshire, Inc. The term is for an eight (8) year period, which commenced on December 16, 2004 and expires at midnight on December 15, 2012.

If you have any questions about this mailing, please feel free to contact me at (978) 695-1496.

Sincerely,

Ronni A. Summerton  
Franchising Manager

/ras

Enc.

cc: Secretary of State - State of New Hampshire  
Nick Leuci – Comcast Regional Director of Gov't & Community Relations (2<sup>nd</sup> original)  
Elizabeth A. Graham – Comcast Director of Gov't & Community Relations (3<sup>rd</sup> original)  
Bryan Christiansen – Comcast Manager of Government & Community Relations  
Comcast Local Accounting Department  
Comcast Division Government Affairs Department

**November 1, 2004**

**RENEWAL  
CABLE TELEVISION FRANCHISE  
FOR  
THE TOWN OF HOOKSETT,  
NEW HAMPSHIRE**

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## **HOOKSETT RENEWAL FRANCHISE**

### **INTRODUCTION**

WHEREAS, Comcast of New Hampshire, Inc., (hereinafter "Comcast" or "Franchisee"), is the duly authorized holder of a Franchise to operate a cable television system in the Town of Hooksett, New Hampshire (hereinafter the "Town"), said Franchise having originally commenced on December 16, 1993;

WHEREAS, Comcast filed a written request for a renewal of its Franchise by letter dated February 20, 2001 in conformity with the Cable Communications Policy Act of 1984;

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

WHEREAS, the Town's Town Council, as the Franchising Authority, finds that the renewal of Comcast's Franchise is appropriate and that Comcast has complied with the terms of its existing Franchise;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Comcast is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, 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.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Comcast 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 Act and New Hampshire Laws as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service - That service tier which shall include at least the retransmission of local broadcast television signals and the Public, Educational and Governmental (“PEG”) Access channel(s), in accordance with the Cable Act. Said service tier may be marketed by the Franchisee under a brand name, which may change from time to time.

(b) Cable Act - 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 – The facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Hooksett, 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 the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable 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.

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

(f) Effective Date – December 16, 2004.

(g) FCC - Federal Communications Commission or any successor governmental entity.

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

(i) Franchising Authority - The Town Council of Hooksett, New Hampshire, or the lawful designee thereof.

(j) Franchise Fee – The payments to be made by the Franchisee to the Franchising Authority, the Town of Hooksett and/or any other governmental subdivision, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues - Revenues received by the Franchisee for the operation of Cable Service(s) over the Cable Television System including, without limitation: Basic Cable Service monthly fees and all other Cable Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; all commercial Subscriber revenues; fees paid for channels designated for commercial use; and converter, remote control and other equipment rentals and/or leases or sales. Gross Annual Revenues shall not include any fee or tax on services furnished by the Franchisee and paid to any governmental entity and collected by the Franchisee on behalf of such entity. Gross Annual Revenues shall also be adjusted for reductions to cash receipts, such as refunds and bad debt.

(l) Multichannel Video Programming Distributor - 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 - An interior receptacle that connects a television set to the Cable Television System.

(n) Public, Educational and Government (PEG) Access Programming - Programming produced by any Hooksett 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 Franchise.

(o) Person - An individual, partnership, association, joint stock company, trust, corporation or governmental entity.

(p) Public, Educational and Governmental Access Channel – 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 Franchising Authority.

(q) Public Way - 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 Hooksett, 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 Hooksett 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 - 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 - The standard one hundred twenty-five foot (125') Drop connection to the existing distribution system.

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

(v) Subscriber Network - The trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town - The Town of Hooksett, New Hampshire.

(x) Video Programming - 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**

Pursuant to the authority of the Cable Act and RSA 53-C of the laws of New Hampshire, as amended from time to time, the Town Council, 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 Hooksett. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal and state .

The Franchise is granted under and in compliance with and subject to the Cable Act and RSA 53-C of the laws of New Hampshire, and in compliance with all rules and regulations of the FCC in force and effect during the period for which this Franchise Agreement is granted.

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, including other property over which the Town has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data or other signals in accordance with the laws of the United States of America and the State of New Hampshire.

#### **SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Renewal Franchise shall be for a period of eight (8) years and shall commence on December 16, 2004, following the expiration of the current Franchise, and shall terminate at midnight on December 15, 2012.

### **SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

Permission is hereby granted to the Franchisee to attach or otherwise affix 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 municipal and/or 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.

### **SECTION 2.4 - RENEWAL**

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

### **SECTION 2.5 – RESERVATION OF AUTHORITY POWERS**

Nothing in this Renewal Franchise shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable Television System, the Franchisee, or this Franchise, or (C) 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 - NON-EXCLUSIVITY OF FRANCHISE**

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to provide Cable Service within the Town; provided, however, that no such Franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to: Franchise Fees; insurance; system build-out requirements; performance bonds or similar instruments; Public, Educational and Governmental Access Channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchising Authority agrees that it shall amend this Renewal Franchise to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchisee's cable television service area, in whole or in part, the Franchising Authority shall serve or require to be served a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television Franchise(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal Franchise.

(d) The issuance of additional Franchise(s) shall be subject to all applicable federal and state laws.

(e) In the event that a Multichannel Video Programming Distributor, which is not in any way an affiliate of the Franchisee, hereafter provides Video Programming to residents of the Town, and is not required by applicable law to be Franchised by the Franchising Authority, and to the extent that the Franchisee reports to the Franchising Authority, in writing, that the providing of

such Video Programming if such Multichannel Video Programming Distributor is having a substantial negative financial impact upon the Franchisee's Cable System in the Town, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. The Franchising Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Franchisee.

- (i) Along with said written request, the Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to present the basis and the reasons for its determination. The Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Franchisee demonstrate that the Video Programming of such Multichannel Video Programming Distributor is having a substantial negative financial impact upon the Franchisee's Cable System in the Town, the Franchising Authority shall make equitable amendments to this Renewal Franchise.

### **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 thirty (30) dwelling units per aerial mile and sixty (60) 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 the Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') 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 and 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 twenty-five feet (125 ft.) aerial or one hundred twenty-five feet (125 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.) and/or flower beds. Installations of more than one hundred twenty-five feet (125 ft.) or which involve a hard surface or which require boring shall be provided at a rate based on Franchisee's actual costs plus a reasonable rate of return. For installations more than one hundred twenty-five

feet (125 ft.), not involving a hard surface, the first one hundred twenty-five feet (125 ft.) shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (90) days' prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. 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 notice of trenching and underground construction to the Franchisee.

(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 the 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.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

The Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum of seventy-seven (77) channels of Video Programming to Hooksett Subscribers.

### **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, public school, police and fire stations, libraries and other Public Buildings as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, which are located within one hundred twenty-five feet (125') of the Franchisee's distribution cable.

(b) Franchisee shall provide one (1) Drop, Outlet and Basic Cable Service at no charge to all new Public Buildings along the cable route 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 or install an additional Drop or Outlet to any municipal or Town owned or leased building which already has a free Drop or Outlet.



**SECTION 3.5 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, the Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable Television System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and the Franchisee may charge Subscriber for use of said box.

## **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 the 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 and private ways and places 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 takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for 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 demand by the Franchising Authority.

#### **SECTION 4.3 - TREE TRIMMING**

The Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and 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 bylaws and regulations.

#### **SECTION 4.4 - STRAND MAPS**

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

#### **SECTION 4.5 - BUILDING MOVES**

(a) 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.

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

#### **SECTION 4.6 - DIG SAFE**

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

#### **SECTION 4.7 - 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 Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(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.

**SECTION 4.8 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability; provided, however, that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

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

**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. In accordance with federal law, Franchisee shall not scramble or otherwise encode, for the entire term of this Franchise any of the Basic Cable Services.

**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 B**. 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 47 U.S.C 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of programming changes.

**SECTION 5.3 - SIGNAL TRANSMISSION**

In accordance with federal law, Franchisee shall not scramble or otherwise encode, for the entire term of this Franchise any of the Basic Cable Service described in Section 5.1.

**SECTION 5.4 - CONVERTER BOX, REMOTE CONTROLS**

The Franchisee shall allow Subscribers to purchase remote control devices, which are compatible with the converter installed by the Franchisee, if any, and allow the use of remotes. The Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

**SECTION 5.5 - STEREO TV TRANSMISSIONS**

All Broadcast Signals that are transmitted to the Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

**ARTICLE 6**  
**PEG ACCESS CHANNEL**

**SECTION 6.1 – PEG ORIGINATION CAPABILITY**

- (a) The Franchising Authority reserves the right to require the Franchisee to provide video origination capability at a location in town to be determined by the Franchising Authority.
- (b) The Franchising Authority shall provide written notice to Comcast as to the video origination location site it has chosen to construct. Comcast shall only construct video origination from one location in Town.
- (c) Within one hundred twenty (120) days of receipt of notice, Comcast will provide a written estimate to the Franchising Authority for the construction of the site selected.
- (d) Within sixty (60) days of receipt of the estimate, the Franchising Authority shall issue a payment in the full amount of the estimate to Comcast.
- (e) Upon receipt of the payment from the Franchising Authority, Comcast shall order equipment and begin the construction process.
- (f) Comcast shall complete the construction process and activate the site within twelve (12) months of receipt of payment from the Franchising Authority, subject to Force Majeure. Comcast shall continue to own and/or repair according to FCC technical specifications, any video return line it constructs to provide video origination capability under this Renewal Franchise.



- (g) The Franchisee shall not move or otherwise relocate the channel location of the PEG Access Channel, once established, without the advance, written notice to the Franchising Authority; such notice shall be at least thirty (30) days.
- (h) The Franchisee shall maintain the PEG Access Channel and shall monitor the PEG Access Channel for technical signal quality and shall ensure that it is maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. The Franchising Authority shall be responsible for the picture quality of all PEG Access Programming at the demarcation point, which shall be at the input of the modulator.
- (i) For a period of up to 30 days from the activation of the access channel the Franchisee will provide up to 5 hours of reasonable technical assistance which may be in person, or via telephone or electronic mail to assist the Franchising Authority of designee on the transmission of PEG programming.

## **SECTION 6.2 - PEG ACCESS CHANNEL**

(a) Use of channel capacity for public, educational and governmental ("PEG") access shall be provided on the Broadcast Basic Tier of service. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user - whether an individual, educational or governmental user - acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. The Franchisee shall be permitted only to exercise editorial control over programming to the extent permitted by federal law.

(b) The Franchising Authority shall identify a person or non-profit entity (Access Provider) that shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel and PEG Access Equipment will be available on a first-come non-discriminatory basis.

(c) Franchisee shall provide one-(1) access channels as follows:

(i) A “Public/Educational/Governmental Access Channel” is a channel designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis. Franchisee shall designate capacity on one (1) channel for public, educational and governmental access video programming provided by the Franchising Authority or its designee, such as a public access organization. A Public Access Channel may not be used to cablecast programs for profit or commercial fundraising in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions for “fallow time” below.

(d) In the event the Franchising Authority or other PEG access user elects not to fully program its Channel(s), Franchisee may reclaim any unused or fallow time on those channels.

## **ARTICLE 7**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

(a) The Franchisee shall provide and maintain a local 24-hour connection line, which Subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription the Franchisee shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include the Franchisee's telephone number.

(b) The Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76) as they exist or as they may be amended from time to time.

#### **SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES**

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Franchising Authority. Upon written request of the Franchising Authority the Franchisee shall, within thirty (30) days after receiving a complaint and/or inquiry, send a written report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

#### **SECTION 7.3 - SUBSCRIBERS' ANTENNAS - SWITCHING DEVICES**

The Franchisee shall not remove any television antenna of any Subscriber but shall, at the Franchisee's actual cost, plus reasonable rate of return offer an adequate switching device to allow the Subscriber to choose between cable television and non-cable reception.

#### **SECTION 7.4 - SERVICE INTERRUPTIONS**

In the event that the Franchisee's service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, Franchisee shall, upon proper notice from the Subscriber, grant such Subscriber a pro rata credit or rebate, 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.

#### **SECTION 7.5 - SUBSCRIBER TELEVISION SETS**

The Franchisee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Franchisee may make adjustments to television sets in the course of normal maintenance.

#### **SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY**

(a) 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 7.7 - MONITORING**

Neither the Franchisee nor its designee nor the Town nor its designee shall, without a court order, tap, monitor, arrange for the tapping or monitoring, or permit any Person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, unless otherwise required by

applicable law, provided, however, that the Franchisee may conduct system-wide or individually addressed “sweeps” solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Franchisee shall report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not the Franchisee has authorized such activity. The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

#### **SECTION 7.8 - POLLING**

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Franchisee or its designees shall release the results of upstream responses only in the aggregate and without individual references.

#### **SECTION 7.9 – 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 agree to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act 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 competitively sensitive.

#### **SECTION 7.10 - 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 8**  
**PRICES AND CHARGES**

**SECTION 8.1 - 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.

## **ARTICLE 9**

### **REGULATORY OVERSIGHT**

#### **SECTION 9.1 - 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 attorneys' fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt 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 9.2 - INSURANCE**

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise 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 on an annual basis.

### **SECTION 9.3 - PERFORMANCE BOND**

(a) The Franchisee shall maintain, without charge to the Town, throughout the term of the Renewal Franchise a faithful performance bond running to the Town, with good and sufficient surety franchised 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 Licensee 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 Issuing Authority's prior written consent.

**SECTION 9.4 – FRANCHISE FEES**

- (a) Franchisee shall pay to the Town as a Franchise Fee a sum equal to three percent (3%) of the Franchisee's annual Gross Annual Revenues. Said payment shall be made quarterly. Said quarterly payment shall then be due and payable to the Franchising Authority no later than forty -five (45) days after the end of said quarterly period. For the period of January 1, 2005 through March 30, 2005 the franchise fee will be payable on or before May 15, 2005. For the period of April 1, 2005 through June 30, 2005 the franchise fee will be payable on or before August 15, 2005. For the period of July 1, 2005 through September 30, 2005 the franchise fee will be payable on or before November 15, 2005. For the period of October 1, 2005 through December 31, 2005 the franchise fee will be payable on or before February 15, 2006. Thereafter, the Franchisee's three percent (3%) payments to the Franchising Authority shall continue to be made on the quarterly basis based on the above-referenced three (3) month accounting periods and subsequent forty-five (45) day due dates. The first and last payments are to be prorated to reflect the months of this Franchise only.
- (b) The Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include all amounts within the definition of "franchise fee" in the Cable Act.

## **SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY**

The Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

## **SECTION 9.6 - REVOCATION OF FRANCHISE**

The Franchise issued hereunder may, after due written notice and hearing as provided in section 9.7 be revoked by the Franchising Authority for 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 as described in Section 9.8;
- (c) For failure to maintain a performance bond as described in Section 9.3 or to maintain insurance as described in Section 9.2.

## **SECTION 9.7 - 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, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

- (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 forty-five (45) 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 forty-five (45) 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.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisees' response pursuant to 9.7(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.7(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.7(d) above, then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

## **SECTION 9.8 - TRANSFER OR ASSIGNMENT**

Neither the Franchisee nor any other Person may transfer this Franchise or control thereof without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No such 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 Franchisee in this Franchise in order to secure indebtedness, or (ii) a transfer to an entity owned and/or controlled by the principal parents of Franchisee, a parent corporation, a subsidiary or affiliate corporation of a parent company or subsidiary or affiliate corporation of Franchisee. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Franchisee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

### **SECTION 9.9 - REMOVAL OF SYSTEM**

Upon termination of this Renewal Franchise or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned.

### **SECTION 9.10 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal and state laws 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 Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

**ARTICLE 10**  
**MISCELLANEOUS**

**SECTION 10.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**SECTION 10.2 - 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, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of essential equipment; environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

**SECTION 10.3 - NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to the following address or such other address as the Franchising Authority may specify in writing to the Franchisee.

Town of Hooksett  
Attn: Town Council  
16 Main Street  
Hooksett, NH 03106

(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.  
Attn: Director of Government and Community Relations  
4 Lyberty Way  
Westford, MA 01886

with copies to:

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

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

(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 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment.



**SECTION 10.5 - CAPTIONS**

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

**SECTION 10.6 - WARRANTIES**

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

- (a) The Franchisee is in good standing under the laws of the State;
- (b) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise;
- (c) This Renewal Franchise is enforceable against the Franchisee in accordance with the provisions herein; and
- (d) There is no action or proceedings pending or threatened against the Franchisee, which would interfere with performance of this Renewal Franchise.

**SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE**

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 6<sup>th</sup> DAY OF  
December 2004.

**TOWN OF HOOKSETT**

By:

Patricia A. [Signature]  
Councilor

[Signature]  
Councilor

Wayne [Signature]  
Councilor

[Signature]  
Councilor

[Signature]  
Councilor

[Signature]  
Councilor

[Signature]  
Councilor

[Signature]  
Councilor

\_\_\_\_\_  
Councilor

**COMCAST OF NEW HAMPSHIRE, INC.**

By:

[Signature]  
Kevin M. Casey  
Senior Vice President  
New England Region

**EXHIBIT A**

**PUBLIC AND MUNICIPAL BUILDINGS  
ON THE SUBSCRIBER NETWORK**

Hooksett Police Department	15 Legends Drive, Suite 2
Hooksett Highway Department	210 West River Road, Suite A
SAU 15	90 Farmer Road
Cawley School	89 Whitehall Road
Hooksett Memorial Junior High School	1150 Hooksett Road
Hooksett Village School	35 Main Street
Hooksett Library	1701 Hooksett Road
Hooksett Fire Department	8 Main Street
Underhill School	2 Sherwood Drive

## **EXHIBIT B**

### **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.