

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

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WINCHESTER RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, (hereinafter "Comcast" or "Grantee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Winchester, New Hampshire (hereinafter the "Town"), said Franchise having commenced on November 13, 1984 and transferred to Licensee on July 31, 2006;

WHEREAS, Grantee filed a written request for a renewal of its Franchise by letter dated January 17, 1997 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

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

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

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

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

ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

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

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

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

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

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

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

(f) Effective Date – shall mean the signature date of this agreement.

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

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

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

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

(k) Grantee – means Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

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

ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

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

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

(t) Standard Installation – means the standard one hundred fifty foot (150') Drop connection to the existing distribution system.

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

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

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

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

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, a Delaware Limited Liability Corporation, authorizing and permitting Grantee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Winchester. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.

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

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

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on October 5, 2007 and shall terminate at midnight on October 4, 2017.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Pursuant to RSA 231:161, permission is hereby granted to the Grantee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable

Television System to the existing poles and conduits on and under public streets and ways, provided the Grantee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Grantee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, RSA 53-C, and applicable regulations, this Renewal Franchise shall be subject to additional renewals for the periods not to exceed five (5) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Grantee and the Franchising Authority and shall contain such modified or additional terms as the Grantee and the Franchising Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

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/ordinances of general applicability and not specific to the Cable Television System, the Grantee, 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) Pursuant to RSA 53-C:3b, the Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways or streets within the

Franchising Authority's jurisdiction; provided however, that no such Franchise Agreement shall contain terms or conditions financially more favorable or less burdensome to the competitive entity than the material terms and conditions herein.

(b) In the event an application for a new Cable Television Franchise is filed with the Franchising Authority, proposing to serve the Town, in whole or in part, the Franchising Authority shall provide a copy of such application upon any existing Grantee or incumbent cable operator by courier service or U.S. mail, within a reasonable time thereafter.

(c) In the event that the Grantee believes that any proposed Franchise(s) contains terms or conditions more favorable or less burdensome than those contained in this renewal Franchise, the Grantee may provide to the Franchising Authority a letter by registered or certified mail or via nationally-recognized overnight courier service within thirty (30) days, identifying those provisions it considers more favorable or less burdensome, and providing written reasons for its belief. The Grantee shall provide the Franchising Authority with such financial or other relevant information as is requested or required to support Grantee's position.

(d) If the Grantee so requests, the Franchising Authority shall schedule a public hearing within thirty (30) days, at which time Grantee shall provide the Franchising Authority with financial or other relevant information and the reasons which it believes that a proposed franchise is financially more favorable or less burdensome than the material terms and conditions contained herein.

(e) The Franchising Authority shall make such equitable amendments to the proposed Franchise or this Franchise as it may deem necessary or appropriate. All amendments shall be in writing.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Grantee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial strand mile and forty (40) dwelling units per underground mile providing however, that such dwelling units are within one (1) mile of the existing Cable System and the Grantee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. The Grantee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that the Grantee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of the Grantee's Distribution Cable. For non-Standard Installations the Grantee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Grantee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Grantee, Grantee 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 fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the Distribution Cable shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.). Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate established by the Grantee in accordance with applicable federal and

state laws. For installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

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

(d) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Grantee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Grantee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies in Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee 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 Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(e) Using the minimum density for aerial strand miles set forth in subsection (a), Grantee will survey unserved roads, starting at the ends of active plant in order to determine whether

additional line extensions are warranted. The first survey will be completed on or before December 1, 2007. For purposes of counting homes, the Company will include all homes within 300' of the pole line or road.

(f) The Company shall provide cable service to dwelling units not meeting the above density requirement set forth in subsection (a), if the requesting customers contribute to the capital cost of construction for extending the line. The cost of contribution by such customers shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs extending service to dwelling units in an area along the Public Ways that meets the twenty (20) dwelling units per aerial mile, or forty (40) dwelling units per underground mile, or fractional proportion thereof as specified in subsection (a) above. The resulting aid in construction cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Town, or:

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

- * C equals the cost of construction of new plant from existing Cable System from the end of the current serviceable line to the last pole necessary to serve the last participating dwelling unit. The costs do not include the installation charges;
- * LE equals the number of dwelling units requesting service in the line extension area and who subsequently pay a contribution in aid;
- * CA equals the average cost of construction per mile in the primary service area;
- * P equals franchise density of twenty (20) dwelling units per aerial of aerial plant or forty(40) dwelling units per underground mile; and
- * AC equals aid in construction per dwelling unit in the line extension area.

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

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

(h) Whenever a prospective subscriber or subscribers located in a line extension area requests a site survey to determine the cost of bringing cable service, Grantee shall, within thirty (30) days of the request, conduct a survey and inform each of the prospective subscribers of the contribution in aid of construction that may be charged. Grantee shall apply for pole attachment agreements within thirty (30) days of its receipt of the contribution in aid of construction from all subscribing dwelling units, and shall make available cable service within ninety (90) days from the receipt of the pole attachment agreements and other necessary permits by Grantee, subject to weather, Force Majeure, and the performance of make ready.

SECTION 3.2 - SUBSCRIBER NETWORK

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

SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS

(a) The Grantee 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, public libraries and other Public Buildings as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation.

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

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

ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Grantee 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/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended. As required by the FCC, Grantee shall design and maintain the cable plant to meet FCC technical specifications in all areas of the Cable System serving the Town.

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

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

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

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

made and the reasonable expense of such work shall be paid by the Grantee upon written demand by the franchising authority.

SECTION 4.3 - TREE TRIMMING

In the event Grantee shall need to cut or trim trees, Grantee shall give notice pursuant to applicable law and regulations to the private property owners and conform to all local ordinances, including the designation of roads as scenic pursuant to RSA 231:157 and notice to the Town.

SECTION 4.4 - STRAND MAPS

The Grantee 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 Grantee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request. If non-confidential GIS-based (E911) data is provided to Grantee by the Town, Grantee will provide the Town with a map of served and unserved roads in the Town upon written request.

SECTION 4.5 - BUILDING MOVES

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

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

SECTION 4.6 - DIG SAFE

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

SECTION 4.7 - DISCONNECTION AND RELOCATION

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

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

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 Grantee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Grantee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.9 – PROHIBITION AGAINST RESELLING OF SERVICE

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

ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, the Grantee 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 Grantee.

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

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL

Use of one Channel for public, educational and governmental (“PEG”) access shall be provided in accordance with federal law, 47 U.S.C. 531, upon prior written request from the Franchise Authority, and as further set forth below. For purposes of this section, the term “Channel” means a number designation on the Franchisee’s Channel lineup regardless of the transmission format (analog or digital) and does not imply access to any specific amount of bandwidth. Franchisee does not relinquish its ownership of or 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, no matter how long the same Channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of a Channel, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchise Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(a) Franchisee, upon twelve (12) months prior written notice from the Franchise Authority, shall designate one Channel to be used for non-commercial public access video programming provided by the Franchise Authority or its designee (the “Access Provider”), non-commercial educational access video programming provided by the Franchise Authority or designated educational institution, and/or non-commercial governmental video programming provided by the Franchise Authority. A Public, Educational and Governmental Access Channel

may not be used to cablecast programs for profit, political or commercial fundraising in any fashion. If there is a Channel available at the time of the Franchise Authority's written request for a Channel under this Section, the Franchisee shall make a Channel available within twelve (12) months. If there is no Channel available, the Franchisee shall have twenty-four (24) months following receipt of the Franchise Authority's written request in which to make such new Channel available. Unused time on the Channel may be utilized by Franchisee subject to the provisions for "fallow time" set forth in subsection (b) below.

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

(c) In order that the Town and/or the Access Provider can cablecast its PEG Access programming over the Subscriber Network PEG Access channel, the Licensee shall construct and maintain an upstream video return link from a studio location designated by the Town/Grantor.

(d) The Town or the Access Provider shall be responsible for paying the costs of constructing the video return link and activating the PEG channel. The amount shall be due and payable, based on a formal written estimate from the Licensee, prior to the commencement of construction. The Town/Grantor may use collected franchise fees to pay for construction.

SECTION 6.2 – PEG ACCESS PROVIDER

The Franchisee shall not be responsible for the provision of PEG Access Programming. Within thirty (30) days of providing the Franchisee with a written request for activation of the PEG Access Channel, the Franchise Authority shall identify a PEG Access Provider whose responsibility shall be to provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access Channel provided in accordance with Section 6.3 below;
- (2) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (3) Provide technical assistance and production services to PEG Access users;

- (4) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (5) Provide publicity, fundraising, outreach, referral and other support services to PEG Access users;
- (6) Manage any funding provided to it by the Franchise Authority;
- (7) Assist users in the production of Video Programming of interest to Subscribers and issues, events and activities; and
- (8) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channel as appropriate and necessary.

SECTION 6.3 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Franchise Authority, or its designee, agrees that it will not use its designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Franchisee's business. In addition, any video programming cablecast under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of the Franchisee.

SECTION 6.4 – INDEMNIFICATION

The Issuing Authority and/or its designee shall indemnify Licensee for any liability, loss, or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming carried on any PEG Channel and from claims arising out of the Issuing Authority's rules for or administration of PEG Access.

ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

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

SECTION 7.2 - SERVICE INTERRUPTIONS

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

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

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

SECTION 7.4 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Grantee 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 Grantee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but

are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information the Grantee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and cooperate with Grantee in opposing such request.

SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS

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

ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee 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 Grantee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

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

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

The Grantee 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 Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within 30 (thirty) days of receipt of a claim or action pursuant to this Section, so long as such notice does not exceed the time necessary for Grantee to respond to such claim,. 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 Grantee 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 Grantee 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 Grantee 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 Grantee. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

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

SECTION 9.3 - PERFORMANCE BOND

(a) The Grantee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Twenty-five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

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

(b) The Grantee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Franchising

Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

SECTION 9.4 – LICENSE AND FRANCHISE FEES

(a) Upon three months advance written notice by the Franchise Authority to Franchisee, and subject to the Franchising Authority holding a public hearing on the issue, Franchisee shall begin to collect a franchise fee from subscribers with the intent of making an annual payment to the Franchising Authority. Such annual payment shall be no more than five percent (5 %) of its Gross Annual Revenues. Said annual payments shall be made on February 15 of each year of the term of this Renewal Franchise based on revenues received during the prior calendar year. The first payment shall be prorated to reflect the time period for which this provision was triggered and in effect. The last payment shall be prorated to reflect the time period for which the Franchise was in effect. .

(b) In accordance with Section 622(b) of the Cable Act, the Grantee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall also include any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by the Grantee 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) Grantee reserves its rights to pass through any and all eligible franchise related costs to subscribers, including franchise fees.

SECTION 9.5 - REPORTS

The Grantee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - REVOCATION OF FRANCHISE

Upon written notice, the Franchise issued hereunder may, after due process, opportunity to cure and public hearing held by the Franchising Authority, subject to any other rights available to the Franchisee, be revoked by the Franchising Authority for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);
- (b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;
- (c) For any transfer or assignment of the Renewal Franchise or control thereof without consent of the Franchising Authority in violation of Section 9.9 herein; and
- (d) For repeated failure to comply with the material terms and conditions.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Grantee 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 Grantee 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 Grantee shall:

(a) have sixty (60) days from the receipt of such notice to 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 Grantee's position; or

(b) have ninety (90) days from the receipt of such notice to 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 ninety (90) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Grantee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to the Grantee's efforts, indicating the steps taken by the Grantee to cure said default and reporting the Grantee's progress until such default is cured.

(c) In the event that (i) the Grantee fails to respond to such notice of default; and/or (ii) the Grantee fails to cure the default or to take reasonable steps to cure the default within the required ninety (90) 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 Grantee. The Grantee 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 Grantee 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 Grantees' response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Grantee's notice that it cured said default pursuant to 9.8(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 9.8(d) above , then the issue of said default against the Grantee by the Franchising Authority shall be considered null and void.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. 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 Franchisee 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. The application for consent to an assignment or transfer shall be signed by the Grantee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a 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, technical and managerial qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Grantee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, 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.

(b) Should the State of New Hampshire, the federal government or the FCC require the Grantee 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 Grantee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

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 Grantee is unable in whole or in part to carry out its obligations hereunder, said Grantee 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 materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably within the Grantee'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 Grantee.

Town of Winchester

Attn: Select Board
1 Richmond Road
Winchester, NH 03470

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

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
43 Comcast Way
South Burlington, VT 05403

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

(a) The Grantee is duly organized, validly existing and in good standing under the laws of the State;

(b) The Grantee 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 Grantee 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 Grantee in accordance with the provisions herein; and

(d) There is no action or proceedings pending or threatened against the Grantee which would interfere with performance of this Renewal Franchise.

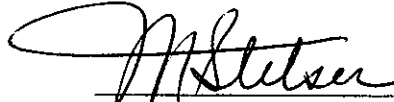
SECTION 10.7 - APPLICABILITY OF RENEWAL FRANCHISE

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

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 5th DAY OF
October 2007.

TOWN OF WINCHESTER

By:



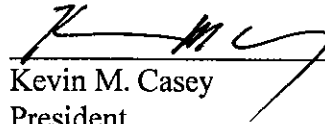
Town Manager

Acting with authority expressly delegated by
the Select Board

John H. Stetser

**COMCAST OF CONNECTICUT/GEORGIA/
MASSACHUSETTS/NEW HAMPSHIRE/
NEW YORK/NORTH CAROLINA/
VIRGINIA/VERMONT, LLC**

By:



Kevin M. Casey

President

NorthCentral Division

EXHIBIT A

**PUBLIC BUILDINGS ON
THE CABLE SYSTEM**

Courtesy Cable TV Service

Public School Buildings:

Elementary School – 85 Parker St.

Middle School – 85 Parker St.

Municipal Buildings:

Sewer Plant – 64 Duso Rd

Highway Garage – 14 Forest Lake Rd

Library – 111 Main St.

Town Hall - 1 Richmond Rd

Police Department/ Dept. of Emergency Services (two outlets) – 6 Parker St.

EXHIBIT B

PROGRAMMING

Grantee shall provide the following broad categories of Video Programming:

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