

# **CABLE TELEVISION FRANCHISE AGREEMENT**

Between

WHITEFIELD, NEW HAMPSHIRE

and

SPECTRUM NORTHEAST, LLC,  
indirect subsidiary of  
Charter Communications, Inc.

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## **TOWN OF WHITEFIELD, NEW HAMPSHIRE FRANCHISE**

### **INTRODUCTION**

This renewal Franchise Agreement (“Franchise”) is between the TOWN OF WHITEFIELD, NEW HAMPSHIRE, hereinafter referred to as “Franchising Authority” or “Town”, and SPECTRUM NORTHEAST, LLC, indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as “Franchisee” or “Charter”.

WHEREAS, the Franchisee has a current Franchise with the Franchising Authority, which current Franchise is subject to renewal; and

WHEREAS, the Franchisee has requested Franchising Authority to renew the current Franchise; and

WHEREAS, the Franchising Authority finds that Charter has substantially complied with the material terms of the Current Franchise under applicable laws, and that the financial, legal and technical ability of Charter is sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community; and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Franchising Authority, desires to enter into this renewal Franchise with Charter for the construction and operation of the cable system on the terms set forth herein; and

WHEREAS, the Franchising Authority and Charter have complied with all federal and state-mandated procedural and substantive requirements pertinent to this franchise renewal;

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

## **ARTICLE 1 DEFINITIONS**

### **SECTION 1.1 - DEFINITIONS**

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

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals, PEG Access Programming channels and other signals or services required by the FCC or the Cable Act.

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

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within 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 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 – 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 connection to a home or building from the Cable System.

(f) Effective Date – the date upon which Franchisee executed the signature page on this Franchise.

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

(h) Franchising Authority – means the Board of Selectmen of Whitefield, New Hampshire, or the lawful designee thereof.

(i) Franchise – means this agreement and any amendments or modifications in accordance with the terms herein.

(j) Franchise Fee – has the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. Section 542(g).

(k) Franchisee – means Spectrum Northeast, LLC, indirect subsidiary of Charter Communications, Inc. (“Charter”), or any successor or transferee in accordance with the terms and conditions in this Franchise.

(l) Gross Annual Revenue – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the Town to provide Cable Services, calculated in accordance with Generally Accepted Accounting Principles, including but not limited to monthly Basic & expanded basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees, late fees, franchise fees, leased access fees and net advertising (less commissions paid to third parties or agency fees) on a pro rata basis and home shopping revenue on a pro rata basis. Gross Annual Revenue shall not include refundable deposits, actual bad debt, other subscriber revenue, wire maintenance, investment income, or any taxes, fees or

assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity (other than the franchise fee).

(m) Multichannel Video Programming Distributor – means a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, Internet Protocol video service (“IPTV”) or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

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

(o) PEG Access Programming or Access Programming – means (i) “Educational”: Non-commercial programming produced by the Town Public Schools, or other educational organizations as designated by the Franchising Authority; (ii) “Governmental”: Non-commercial programming produced by Town departments or agencies and other non-commercial programming offered by them; (iii) “Public”: non-commercial programming produced by the residents of the Town, or produced by an access corporation or non-profit corporation operating within the Town.

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

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

(r) Public Way – means 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, which shall entitle 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 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 Franchisee to the use thereof for the purposes of installing, operating, and maintaining 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.

(s) Signal – means any transmission which carries Programming from one location to another.

(t) Standard Installation – means two hundred fifty (250) feet aerial Drop connection to the existing distribution system.

(u) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with Franchisee'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 Whitefield, 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 FRANCHISE**

### **SECTION 2.1 - GRANT OF FRANCHISE**

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to Charter Communications, Inc., authorizing



and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

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

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

The term of this non-exclusive Franchise shall be for a period of ten (10) years and shall commence on the effective date. The effective date will be as defined in section 1.1(f). The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal laws, as such laws may be from time to time amended.

## **SECTION 2.3 – RENEWAL OF FRANCHISE**

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated thereunder and by applicable New Hampshire law as such laws may be from time to time amended.

## **SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE**

Franchisee 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 Way; provided, however, that in accordance with RSA Chapter 53-C:3-b, as it may be amended: (i) [a]ll franchises shall be nonexclusive. No municipality shall grant any additional franchises to cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within such municipality; (ii)

[n]othing in this section shall be construed to prevent any municipality considering the approval of an additional cable service franchise in all or any part of the area of such municipality from imposing additional terms and conditions upon the granting of such franchises as such municipality shall in its sole discretion deem necessary or appropriate.

## **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform public works or public improvements, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) except as provided for herein, be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Way. This Franchise is a contract and, except as to those changes which are the result of the Franchising Authority's lawful exercise of the above retained powers, the Franchise may not be unilaterally amended by either party. Any proposed change to the contractual obligations of either party requires an amendment to this Franchise duly authorized and executed by both parties, pursuant to Section 10.4, below.

## **SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS**

(a) Franchisee must comply, if applicable, with all the requirements of RSA 231:160, et seq. for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to RSA 231:161, permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable Television System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise, the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

(b) To the extent permitted by applicable law and to the extent Franchisee is not already subject to tax assessment in the Town under RSA 72:23, I(b), Franchisee using or occupying property of the state or of a Town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, lawfully assessed current and potential personal and real property taxes, if any, for such use or occupation and lawfully assessed current and potential personal and real property taxes, if any, on structures or improvements made by Franchisee pursuant to this franchise. Pursuant to the provisions of this section and subject to the provisions of Section 9.8 herein, failure of the Franchisee to pay lawfully assessed personal and real estate taxes when due shall be cause to terminate this Cable Television Franchise Agreement by the Franchising Authority. Accordingly, this is a material term of the franchise and failure to pay lawfully assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to Section 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Franchise, including Section 2.6, to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

**ARTICLE 3**  
**SYSTEM SPECIFICATIONS & CONSTRUCTION**

**SECTION 3.1 - AREA TO BE SERVED**

(a) The Franchisee shall make Cable Service available in the Town in accordance with Section 3.1 (b) and (c). The Franchisee shall make reasonable effort to obtain private rights-of-way and Multiple Dwelling Unit ("MDU") access agreements and will comply with applicable State laws and regulations.

(b) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the Town where there are twenty (20) dwelling units or more per aerial mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable Signal can be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit", if such home is within two hundred fifty (250) feet of the Public Way.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located less than two hundred fifty (250) feet from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than two hundred fifty (250) feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. Upon agreement by a potential subscriber to pay for a non-standard installation, the Franchisee shall make good faith efforts, within ninety (90) days, to survey, design and install non-standard installations that are non-standard installations, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s). Projects are generally completed within 12 -18 months after receiving final pole permits and make ready work.

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

(a) Franchisee shall maintain a Cable Television System, fully capable of carrying broad varieties of video programming.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.1601, 76.1602, 76.1603 and 76.1619, as they may be amended.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C:3-d, as it may be amended, regarding annual notices to Subscribers and the Franchising Authority, to the extent such state requirements do not conflict with federal law and regulations.

### **SECTION 3.3 - PARENTAL CONTROL CAPABILITY**

(a) To the extent required by federal law and upon request, and at no separate additional charge (except as authorized by federal law), the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

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

### **SECTION 3.4 - EMERGENCY OVERRIDE**

The Cable System shall comply with the FCC Emergency Alert System ("EAS") regulations.

### **SECTION 3.5 - DELIVERY OF SIGNALS**

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. § 544a), as such provisions may apply from time to time.

### **SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS**

(a) Provided that the Franchise Fees paid pursuant to Section 9.1, below, are below 5% of the Franchisees Gross Annual Revenues, and subject to the provisions herein and applicable law,

the Franchisee shall provide (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.1, (ii) one Outlet, and (iii) Basic Cable Service to the locations which are listed in Exhibit A hereto and are located along the Cable System trunk and distribution system. However, should the Franchise Fees paid pursuant to Section 9.1, below, equal 5% of Franchisee's Gross Annual Revenues, then Franchisee may but is not required to provide such services and installations, and, Franchisee may, at any time, terminate the voluntary service provided pursuant to this Section, after providing to the Franchising Authority at least sixty (60) days' advance written notice of its intent to terminate said services.

(b) Nothing in this Section shall require Franchisee to install additional Drops or Outlets at no charge to those buildings included in Exhibit A.

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

## **ARTICLE 4 TECHNOLOGICAL & SAFETY STANDARDS**

### **SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, 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 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 the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

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

installations of the Franchising Authority, or existing installations of 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 Way 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) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant or equipment of the Franchisee in the Town at reasonable times and under reasonable circumstances in order to verify compliance with the material terms and conditions of this Franchise. The Franchisee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the Cable System or Franchisee's interconnected network, and that such inspections are conducted after reasonable written notice to the Franchisee. The Franchisee shall be provided prior written notice of said inspections and shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Town.

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the Town shall be located so as not to obstruct or interfere with the proper use of the Public Way, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with

the operation or location of said Public Way, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Way, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

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

#### **SECTION 4.2 - REPAIRS AND RESTORATION**

(a) Franchisee shall adhere to the applicable performance standard set by the FCC.

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public 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, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. Should a dispute arise between an owner of private property claiming damage to private



property, real or personal, damaged or destroyed, as a result of the construction, installation or maintenance of the cable system by Franchisee, the Franchisee shall work in good faith with such owner to resolve the issue.

#### **SECTION 4.3 - CABLE LOCATION**

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

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise all such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the Public Ways.

(c) In any area of the 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.

(d) Nothing in this Section 4.3 shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

(e) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the Town.

#### **SECTION 4.4 - TREE TRIMMING**

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 Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the Town.

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

In accordance with applicable laws, Franchisee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). 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 and payable in advance of any such movement of Franchisee's facilities.

#### **SECTION 4.6 - PLANT MAPS**

Upon written request by the Town, Franchisee shall provide to the Town a franchise area map of the Town, which will show those areas in which its facilities exist. Upon written request by the Town, Franchisee shall provide updated franchise area maps annually. The Town agrees to treat any maps provided pursuant to this section as proprietary and confidential information of the Grantee in accordance with Section 7.5.

#### **SECTION 4.7 - DIG SAFE**

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

#### **SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Ways, or remove from any street or any other Public Way 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 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 company.

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

#### **SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE**

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

#### **SECTION 4.10 - 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, Franchisee 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 4.11 - EMERGENCY POWER**

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of twenty-four (24) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

### **ARTICLE 5 PROGRAMMING**

#### **SECTION 5.1 - BASIC CABLE SERVICE**

Franchisee shall make available a Basic Cable Service tier to all subscribers to the extent required by 47 U.S.C. § 534.

#### **SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. § 544, 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 Franchisee.

(b) Franchisee shall comply with 47 C.F.R. § 76.1603 of the FCC Rules and Regulations regarding notice of programming changes.

#### **SECTION 5.3 - REMOTE CONTROLS**

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

#### **SECTION 5.4 - STEREO TV TRANSMISSIONS**

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

## **SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE**

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

## **ARTICLE 6**

***ARTICLE RESERVED LEFT BLANK INTENTIONALLY***

## **ARTICLE 7**

### **CUSTOMER SERVICE & CONSUMER PROTECTION**

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

Franchisee shall comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time.

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

Franchisee shall comply with RSA 53-C:3-d regarding Quality of Service and RSA 53-C:3-e regarding customer complaints.

#### **SECTION 7.3 - SERVICE INTERRUPTIONS**

In the event that Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, subject to Force Majeure, Section 10.2, due to a circumstance within the control of the Franchisee, Franchisee will upon request 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. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to Franchisee from the Subscriber.

#### **SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY**

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 7.5 - PROPRIETARY INFORMATION**

Notwithstanding anything to the contrary set forth in this Franchise, 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 Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive. In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

#### **SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS**

All of Franchisee’s employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee and bearing a picture of such employee or contractor. All of Franchisee’s vehicles or Franchisee’s contractors’ vehicles performing work in on the cable system in the Town shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the Town expected to last more than six (6) hours in a day shall inform

the Town's Police Department of the general work location within the Town and provide relevant vehicle identification.

#### **SECTION 7.7 - TERMINATION OF SERVICE**

(a) Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account, for theft of services, or other violation of cable-related laws; provided that:

- (i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and
- (ii) The Subscriber's account is at least thirty (30) days delinquent.

### **ARTICLE 8 PRICES & CHARGES**

#### **SECTION 8.1 - PRICES AND CHARGES**

The Town acknowledges that the rates, fees, charges and deposits to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date are not currently subject to regulation by the Town or any other governmental entity in accordance with federal or state law. In the future, should the rates, fees, charges and deposits to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date become subject to regulation in accordance with applicable FCC's rate regulations and federal or state law, then Franchisee shall comply with such laws and regulations. Before any new or modified rate, fee, or charge is imposed, 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 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-FRANCHISE FEE PAYMENTS**

(a) In accordance with Section 622 (b) of the Cable Act (47 U.S.C. § 542(b)), the Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to 0% of Franchisee's Gross Annual Revenues. During the term of the Agreement, but no more than once in any calendar year the Franchising Authority may increase the Franchise Fee percentage up to five (5%) percent provided such increase is for no more than one percent (1%) in any calendar year and is adopted by way of a Resolution or Motion and a copy of such Resolution or Motion is provided to the Franchisee. Any change in the percentage of Franchise Fee will be effective ninety (90) days following the adoption of the Resolution.

(b) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542(b)), Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues payable quarterly within 45 days after the close of the quarter.

(c) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based.

(d) The Franchising Authority may, within twelve (12) months of receipt of any Franchise Fee payment, conduct an audit of Franchisee's financial records relevant to the Gross Annual Revenue, and Franchisee shall make such information available to the Franchising Authority or its agent(s). If, after such audit an additional fee is owed to the Franchising Authority, and Franchisee does not dispute this amount, such fee shall be paid within thirty (30) days after such audit. In the event the undisputed underpayment exceeds five percent (5%) of the total franchise fees paid during the audit period, the Franchisee shall contribute to the costs of such audit in an amount not to exceed Two Thousand Five Hundred Dollars (\$2,500.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during



the period that such additional amount is owed. In the event any such audit reveals an overpayment, then the Town shall remit back to the Franchisee such overpaid amounts in a timely manner.

## **SECTION 9.2 - INDEMNIFICATION**

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 Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs incurred prior to Franchisee's assumption of the defense of the claim, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. The Franchising Authority's failure to give timely notice to Franchisee of the commencement of any such action shall not relieve Franchisee of its obligations under this section unless such failure to do so causes actual prejudice to Franchisee's ability to defend any 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 9.3 - INSURANCE**

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire protecting, as required in this Franchise, 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) and Two Million Dollars (\$2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) 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) combined single limit for bodily injury and consequent death and property damage per occurrence.

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

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

#### **SECTION 9.4 - PERFORMANCE BOND**

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Fifty Thousand Dollars (\$50,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms; subject to Section 9.8 herein (Notice and Opportunity to Cure):

- (i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of pavements, sidewalks and other improvements;
- (iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iv) The indemnification of the Town; and
- (v) The satisfactory removal or other disposition of the Cable System.

(b) Upon completion of construction, Grantee shall provide written notification to the Franchising Authority. Upon approval in writing by the Franchising Authority, which approval shall not be unreasonably withheld, the amount of the bond shall be reduced to Ten Thousand Dollars (\$10,000).

#### **SECTION 9.5 - REPORTS**

Franchisee shall maintain for public inspection all records required by the FCC and by N.H. RSA 53-C:3-e.

#### **SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **SECTION 9.7 - REVOCATION OF FRANCHISE**

This Franchise may be terminated by the Franchising Authority, after notice and opportunity to cure pursuant to Section 9.7 hereof and after a duly noticed public hearing, for any of the following reasons:

- (a) For failure to file and maintain the performance bond as described in Section 9.4 (Performance Bond) or to maintain insurance as described in Section 9.3 (Insurance);
- (b) A violation of any material obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the Franchising Authority, except as otherwise provided in this section;
- (c) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;

- (d) For any transfer or assignment of the Franchise made in violation of Section 9.9 herein;
- (e) For repeated failure to comply with the material terms and conditions of the Franchise;
- (f) For failure to pay the Franchise Fee within thirty days (30) calendar days after the due date. The Town shall have given the Franchisee ninety (90) days' notice, in writing, of its intent to terminate. Except as to subsection (e) above:
  - (i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation, including exhaustion of appeals;
  - (ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

#### **SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE**

- (a) In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several material provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify 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. Franchisee shall have ninety (90) days from the receipt of such notice to:
  - (i) 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 Franchisee's position; or

(ii) 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, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured. The Franchising Authority shall issue a written acknowledgement after Franchisee's notice that it cured said default.

(b) The Franchising Authority shall issue a written reply within thirty (30) days of receiving Franchisee's response, pursuant to (a) above, either accepting or rejecting Franchisee's response, and/or shall issue a written acknowledgement of Franchisee's cure of the default pursuant to (a) above, within (30) days of receiving written notice of the cure from Franchisee, or, in the alternative, shall notify Franchisee, by certified mail that the default remains and that the Franchising Authority is scheduling a hearing, pursuant to (d) below.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee 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 Franchisee. 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 provide a written determination of its findings with a link to the recording of the public hearing, if any. In the event that the Franchising Authority determines that 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 thirty (30) days of accepting or rejecting Franchisee's response pursuant to (a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to (b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant

to (c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to (d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

#### **SECTION 9.9 - TRANSFER OR ASSIGNMENT**

This 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 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 for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by Spectrum Northeast, LLC, indirect subsidiary of Charter Communications, Inc.. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

#### **SECTION 9.10 - REMOVAL OF SYSTEM**

Subject to applicable law and third party agreements, upon termination of this Franchise and non-renewal in accordance with applicable federal law, 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 shall cause all or part of same to be removed at Franchisee's expense, or, at its option, the

Franchising Authority may deem any property not removed, after said six (6) months period, as having been abandoned.

#### **SECTION 9.11 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable 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 Franchise to the extent that any provision of this 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 Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.12- NO THIRD-PARTY BENEFICIARIES**

Nothing in this Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise.

#### **SECTION 9.13 – ANNUAL TOWN REVIEW AND REPORT**

(a) At the Town's written request, the Franchisee will attend, either in person or electronically, an annual meeting with the Franchising Authority or its designee to review compliance with the material terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

(b) Additionally, at the Town's written request, Franchisee shall submit an annual report in the form attached as **Exhibit C**.

## **ARTICLE 10 MISCELLANEOUS**

### **SECTION 10.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this 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 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 materials and/or essential equipment; environmental restrictions or any other cause or event not reasonably within 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 or UPS (postage prepaid) or as allowed by applicable law to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

Town of Whitefield



Attn: Board of Selectmen  
56 Littleton Road  
Whitefield, New Hampshire 03598

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

Charter Communications, Inc.  
Attn: Director of Government Affairs  
400 Old County Road  
Rockland, ME 04841

With a copy to:

Charter Communications  
Attn: Vice President, Government Affairs  
601 Massachusetts Avenue NW, Suite 400W  
Washington, DC 20001

(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 agreement of both parties and publication of the proposed amendment, if required, consistent with the publication and notice provisions of RSA Chapter 43.

#### **SECTION 10.5 - CAPTIONS**

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

## **SECTION 10.6 - APPLICABILITY OF FRANCHISE**

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

## **SECTION 10.7 - WARRANTIES**

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

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

(b) 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 Franchise, to enter into and legally bind Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise;

(c) This Franchise is enforceable against Franchisee in accordance with the provisions herein; and

(d) There is no action or proceeding pending or threatened against Franchisee which would interfere with performance of this Franchise.

[Signature Page on following page]

**SIGNATURE PAGE**

In Witness Whereof, the Franchise is hereby issued as of \_\_\_\_\_, 2024 by the BOARD OF SELECTMEN of the Town of Whitefield, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Spectrum Northeast, LLC, indirect subsidiary of Charter Communications, Inc., as Franchisee.

**TOWN OF WHITEFIELD**

Date: \_\_\_\_\_

By: BOARD OF SELECTMEN

\_\_\_\_\_  
Shawn White, Selectman

\_\_\_\_\_  
Abigail Querrard, Selectperson

\_\_\_\_\_  
Scott Black, Selectman

**SPECTRUM NORTHEAST, LLC**  
**By: Charter Communications, Inc.,**  
**Its Manager**

\_\_\_\_\_  
Print: Paul Abbott

Title: Vice President, Local Government Affairs & Franchising

Date: \_\_\_\_\_

**EXHIBIT A**

**COURTESY DROPS TO PUBLIC BUILDINGS ON THE CABLE SYSTEM**

<b><u>Municipal Buildings</u></b>	<b><u>Address</u></b>
White Mountain Regional High School	127 Regional Road, Whitefield NH
Whitefield Elementary School	34 Twin Mountain Road, Whitefield NH
Whitefield Fire Rescue	48 Littleton Road, Whitefield NH
Whitefield Town Office	56 Littleton Road, Whitefield NH

**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;
- Local Programming; and
- Weather Programming.

**EXHIBIT C**  
**ANNUAL REPORT**  
**Upon Written Request**  
**TOWN OF WHITEFIELD**

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Head End (Reception Facility):

Franchise Fee Paid: \$\_\_\_\_\_, if applicable

Contact Person to Service Unresolved Customer Complaints:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints: