



RESOLUTION

APPROVING A PROPOSED CABLE TELEVISION FRANCHISE AGREEMENT RENEWAL BETWEEN THE CITY OF NASHUA AND COMCAST

CITY OF NASHUA

In the Year Two Thousand and Fifteen

RESOLVED by the Board of Aldermen of the City of Nashua to approve the cable television franchise agreement renewal between the City of Nashua and Comcast substantially in the form of the attached, and authorizing the Mayor to sign on behalf of the city.

LEGISLATIVE YEAR 2015

RESOLUTION: R-15-168

PURPOSE: Approving a proposed cable television franchise agreement renewal between the City of Nashua and Comcast

ENDORSERS: Mayor Donnalee Lozeau

**COMMITTEE
ASSIGNMENT:**

FISCAL NOTE: None.

ANALYSIS

This resolution approves the cable television franchise agreement renewal between the city and Comcast.

Approved as to form: Office of Corporation Counsel

By: 

Date: 9/2/2015

**CABLE TELEVISION
RENEWAL FRANCHISE**

THE BOARD OF ALDERMEN

**THE CITY OF NASHUA,
NEW HAMPSHIRE**

GRANTED TO

**COMCAST OF MASSACHUSETTS/
NEW HAMPSHIRE/OHIO, INC.**

Nashua Cable Television Renewal Franchise

Nashua Cable Television Renewal Franchise

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Nashua Cable Television Renewal Franchise

A G R E E M E N T

This Cable Television Renewal Franchise entered into this ___th day of September, 2015, by and between and the Board of Aldermen, through the Mayor, of the City of Nashua, New Hampshire, as Franchising Authority for the renewal of the cable television franchise(s) pursuant to RSA: 53-C and Comcast of Massachusetts/New Hampshire/Ohio, Inc. (“Comcast”).

WITNESSETH

WHEREAS, the Franchising Authority of the City of Nashua, New Hampshire, pursuant to RSA: 53-C is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, operate and maintain a Cable Television System within the City of Nashua; and

WHEREAS, the Franchising Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on December 10, 2014 and conducted a survey to (1) ascertain the future cable related community needs and interests of Nashua, and (2) review the performance of Comcast and its predecessors during its current franchise term; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on various provisions regarding the Cable Television System in Nashua; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. Unless otherwise specified, the word "day" shall refer to calendar day.

(1) **Access**: The right or ability of any Persons affiliated with a Nashua institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) **Access Provider**: The entity as may be designated from time to time by the Franchising Authority for the purpose of providing/managing Public, Educational and Governmental Access channel capacity, facilities, training and programming for Nashua Subscribers.

(3) **Affiliate or Affiliated Person**: A Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(4) **Basic Service**: Any service tier which includes the retransmission of local television broadcast signals.

(5) **Cable Act**: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996), as may be further amended.

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

(7) **Cable Television System or Cable System**: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City.

(8) **City**: The City of Nashua, New Hampshire.

(9) **City Solicitor**: The City Solicitor of the City of Nashua, New Hampshire.

(10) **Commercial Subscriber**: A commercial, non-residential Subscriber to Cable Television

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Service.

(11) **Complaint**: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Franchisee's control, and (2) requires a corrective measure on the part of the Franchisee.

(12) **Converter**: Any device changing the frequency of a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(13) **DVD**: The acronym for a Digital Video Disc player.

(14) **Department of Public Works ("DPW")**: The Department of Public Works of the City of Nashua, New Hampshire.

(15) **Downstream Channel**: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) **Drop or Cable Drop**: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(17) **Educational Access Channel**: A specific channel(s) on the Cable System made available by the Franchisee to educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(18) **Effective Date of the Renewal Franchise (the "Effective Date")**: October 1, 2015.

(19) **Execution Date of the Renewal Franchise (the "Execution Date")**: September __, 2015.

(20) **FCC**: The Federal Communications Commission, or any successor agency.

(21) **Franchise Fee**: The payments to be made by the Franchisee to the City of Nashua, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(22) **Franchisee**: Comcast of Massachusetts/New Hampshire/Ohio, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(23) **Franchising Authority**: The Board of Aldermen, through the Mayor, of the City of Nashua, New Hampshire.

(24) **Government Access Channel**: A specific channel on the Cable System made available by the Franchisee to the Franchising Authority and/or its designees wishing to present non-commercial programming and/or information to the public.

(25) **Gross Annual Revenues**: Revenues derived by the Franchisee and/or its Affiliates for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on Subscriber fees and/or charges; all digital Cable Service(s) revenues; all Commercial Subscriber

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revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; any other Cable Service revenues as allowed by applicable law; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person(s) and/or Affiliates which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or other Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(26) **Headend**: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(27) **Hub or Hub Site**: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(28) **Leased Channel or Leased Access**: A video channel(s) which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(29) **Node or Fiber Node**: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(30) **Normal Business Hours**: Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

(31) **Origination Capability**: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(32) **Outlet**: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(33) **Pay Cable or Premium Services**: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(34) **Pay-Per-View**: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

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(35) **Pedestal**: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(36) **PEG**: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(37) **PEG Access Channels**: A video channel which the Franchisee shall make available to the City of Nashua and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by City departments and agencies, public schools, educational, institutional and similar organizations and members of the public.

(38) **Person**: Any Provider, partnership, limited partnership, corporation, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(39) **Prime Rate**: The prime rate of interest at Bank of America, or its successor.

(40) **Public Access Channel**: A specific channel, or part-time use thereof, on the Cable System made available by the Franchisee for the use of Nashua residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(41) **Public Way or Street**: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(42) **Renewal Franchise or Cable Television Renewal Franchise**: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(43) **Scrambling/encoding**: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Franchisee.

(44) **Service**: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Franchisee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(45) **Signal**: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(46) **State**: The State of New Hampshire.

(47) **Subscriber**: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

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(48) **Subscriber Network**: The Cable System of at least 750 MHz to be owned, operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.

(49) **Trunk and Distribution System**: That portion of the Cable System for the delivery of Signals, but not including Cable Drops to homes or buildings.

(50) **Upstream Channel**: A channel over which Signals travel from an authorized location to the Cable System Headend.

(51) **User**: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(52) **VCR**: The acronym for video cassette recorder.

(53) **Video Programming or Programming**: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL FRANCHISE

Section 2.1---GRANT OF RENEWAL FRANCHISE

Pursuant to the authority of RSA Chapter 53-C of the laws of the State of New Hampshire, and subject to the terms and conditions set forth herein, the Board of Aldermen, through the Mayor, of the City of Nashua, New Hampshire, as the Franchising Authority of the City, hereby grants a non-exclusive Cable Television Renewal Franchise to the Franchisee authorizing the Franchisee to continue to lawfully operate and maintain a Cable Television System within the corporate limits of the City of Nashua.

This Renewal Franchise is subject to the terms and conditions contained in RSA Chapter 53-C of the laws of New Hampshire; the regulations of the FCC; the Cable Act; and all City, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Nashua within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of New Hampshire and the City of Nashua. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal Franchise does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Franchisee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any lawful special laws or City ordinances and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a seven (7) year term, commencing on October 1, 2015 and expiring at midnight on September 30, 2022, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL FRANCHISE

This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within

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the City of Nashua; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any purpose(s) whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal Franchise. The grant of any additional cable television franchise(s) shall be at the sole discretion of the Franchising Authority.

(i) In the event that the Franchisee believes that any additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any such additional cable television franchise(s) are on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(ii) Should the Franchisee demonstrate that any such additional cable television franchises(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal Franchise.

(c) The issuance of additional franchise(s) shall be subject to R.S.A. Chapter 53-C, applicable federal law(s), and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Franchisee shall comply with all applicable DPW regulations, and any lawful ordinances and/or regulations enacted and/or amended by the City. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal Franchise, or of any renewal thereof by passage of time or otherwise, and unless (1) the Franchisee has its Franchise renewed for another term or (2) the ownership of the Cable System has been transferred to another Person pursuant to applicable law, the Franchisee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition, within six (6) months of such termination.

ARTICLE 3

TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1---TRANSFER OF THE RENEWAL FRANCHISE

(a) Subject to applicable law, neither this Renewal Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefor on forms prescribed by the FCC.

(b) The application for consent to a transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c) The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such transfer or assignment). The request for approval of transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for transfer. The Franchising Authority shall complete review of the request for transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Franchising Authority agree to an extension of time.

(e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Renewal Franchise.

Section 3.2---EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Renewal Franchise.

(b) If the Franchising Authority denies its consent to any such action and a transfer has nevertheless been effected, the Franchising Authority may revoke and terminate this Renewal Franchise.

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(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

Section 3.3---NO WAIVER OF RIGHTS

The consent or approval of the Franchising Authority to any assignment, lease, transfer or sublease of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Renewal Franchise, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

ARTICLE 4

SYSTEM DESIGN

Section 4.1---SUBSCRIBER NETWORK

(a) The Franchisee shall continue to operate, maintain and make available to all residents of the City its Subscriber Network of at least 750 MHz.

(b) The Franchisee shall transmit all of its Signals to Nashua Subscribers in stereo, provided that such Signals are furnished to the Franchisee in stereo.

(c) The Subscriber Network shall comply with the FCC's Technical Specifications, attached hereto as **Exhibit 1**.

Section 4.2---EMERGENCY AUDIO ALERT SYSTEM

(a) The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations and state of New Hampshire Emergency Powers.

Section 4.3---PARENTAL CONTROL CAPABILITY

The Franchisee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels received on their television sets, at a cost, if any, pursuant to applicable law(s).

ARTICLE 5

MAINTENANCE AND OPERATION

Section 5.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Franchisee shall make its Cable System Service available to all residents of the City, except for residences on or off of Farley Road and those areas in the City that are zoned purely commercial, within seven (7) business days of a request therefor, subject to paragraph (b) below.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than one hundred and fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Franchisee may charge residents located more than 150 feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges plus a return on investment in accordance with applicable law(s). The Franchisee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 150 feet from the existing trunk and distribution system.

(c) Underground installation shall continue to be considered standard and therefore subject to standard underground installation rates within one hundred fifty feet (150') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface. Underground installations within one hundred fifty feet (150') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a return on investment in accordance with applicable law(s), in addition to the standard installation charge.

Section 5.2---LOCATION OF CABLE TELEVISION SYSTEM

The Franchisee shall operate and maintain the Cable Television System within the City of Nashua. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 5.3---UNDERGROUND FACILITIES

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Franchisee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City by-laws, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 5.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Franchisee shall comply with all rules established by the Franchising Authority and/or its designee(s) during the term of this Renewal Franchise. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's DPW.

Section 5.5---RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

Section 5.6---TEMPORARY RELOCATION

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the party requesting such move, unless otherwise required or permitted by applicable law. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.7---DISCONNECTION AND RELOCATION

The Franchisee shall, without charge to the City, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Franchising Authority and/or its designee(s) 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 City department acting in a governmental capacity.

Section 5.8---SAFETY STANDARDS

The Franchisee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the New Hampshire Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended

hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 5.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Franchisee in and on the City's Public Way(s), subject to the Franchisee applying for and receiving a permit for such installation and/or utilization as required by City ordinance. Such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City- approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the maps submitted to the City in accordance with Section 5.12 infra. In the event that the Franchisee is no longer utilizing any such Pedestals for Cable Service(s), the Franchisee shall remove any such Pedestals from the Public Way(s) expeditiously.

Section 5.10--PRIVATE PROPERTY

The Franchisee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the City. The Franchisee, at its sole cost and expense, shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

Section 5.11--RIGHT TO INSPECTION OF CABLE SYSTEM PLANT

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal Franchise in order to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority or its designees shall be at the sole cost and expense of the City and shall have the prior written approval of the Franchisee, which approval shall not be unreasonably denied or withheld. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be afforded the opportunity to be present during all such inspection.

Section 5.12--MAPS

Upon written request, the Franchisee shall file with the Franchising Authority strand maps no more frequently than annually of all final constructed Cable System plant.

Section 5.13--COMMERCIAL ESTABLISHMENTS

The Franchisee shall make Cable Service(s) available to any commercial establishments in the City, provided that such establishments agree to pay for installation and monthly subscription costs as lawfully established by the Franchisee.

Section 5.14--SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt Service for the purpose of repairing or testing the Cable Television System, only during periods of minimum usage and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the City pursuant to statute or regulation.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof.

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

Section 6.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

Section 6.4---EQUIPMENT COMPATIBILITY

(a) The Franchisee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

(b) The Franchisee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Franchisee's judgment, to protect the Franchisee from unauthorized reception of its Signals, in accordance with applicable law(s).

Section 6.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored, provided that the Franchisee shall have no obligation to provide Cable Service to any Person who or which the Franchisee has a reasonable basis to believe is using an unauthorized Converter and/or is otherwise obtaining any Cable Service without

required payment thereof. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Franchisee shall notify Subscribers of such interruption(s) in advance.

Section 6.6--FREE DROPS, OUTLETS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Subject to the installation provisions in Section 6.7(d), the Franchisee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service, to all police and fire stations, public schools, public libraries and other public buildings within one hundred and fifty feet (150') of the Trunk and Distribution System included in **Exhibit 3**, attached hereto and made a part hereof, and any other public buildings and schools within one hundred and fifty feet (150') of the Trunk and Distribution System, as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City or any designated institution for the installation and provision of monthly Basic Service and related maintenance.

(b) The Franchisee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Franchisee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority.

(c) Underground installation to any police and fire stations, public schools, public libraries and other public buildings be considered within one hundred fifty feet (150') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface, at no charge to the Franchising Authority or the designated institution. Underground installations within one hundred fifty feet (150') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a return on investment in accordance with applicable law(s), however, the Franchising Authority shall not be charged the standard installation charge.

ARTICLE 7

**EDUCATIONAL AND GOVERNMENTAL ACCESS
FACILITIES AND SUPPORT**

Section 7.1---EDUCATIONAL & GOVERNMENTAL ACCESS CHANNELS

(a) The Franchisee shall make available a total of three (3) Downstream Channels for Public, Educational and Governmental Access use as follows:

+ One (1) Governmental Access Channel

+ One (1) Public Access Channel

+ One (1) Educational Access Channel

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers, without charge(s) to the Franchising Authority, the Access Provider and/or Users.

(c) The Franchisee shall give advance, written notice to the Franchising Authority of any changes in the channel locations of the PEG Access Channels, once established.

(d) The Franchisee shall maintain and operate the PEG Access Channels, and shall monitor the PEG Access Channel(s) for technical Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels.

(e) Pursuant to Section 7.5 *infra*, the Franchisee shall be responsible for ensuring that PEG Access Programming can be originated from the remote locations listed in **Exhibit 4**, attached hereto and made a part hereof, and sent to the Headend or Hub on an Upstream Channel(s) provided by the Franchisee for interconnection with and on said Downstream PEG Access Channels.

**Section 7.2---PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS ANNUAL
FUNDING**

(a) The Franchisee shall provide annual funding to the Franchising Authority for Educational and Governmental Access purposes only in the amount of one percent (1%) of its Gross Annual Revenues, as defined herein. Said funding shall be paid to the Franchising Authority on a quarterly basis.

(b) In no case shall said 1% annual Educational and Governmental Access funding, in paragraph (a) herein, be counted against (i) the Educational and Governmental Access equipment funding, pursuant to Section 7.3 below; (ii) the Franchise Fee payment to the City, required by Section 8.1(a) *infra*; and/or (iii) any other fees or payments required by this Renewal Franchise and/or applicable law.; provided, however, that said one percent (1%) Educational and Governmental Access funding shall be deemed to be a Franchise Fee.

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(c) Said annual one percent (1%) Access funding shall be made to the City on a quarterly basis within forty-five (45) days after the end of the Franchisee's fiscal quarter for the preceding quarter.:

(d) The Franchisee shall file with each of said one percent (1%) quarterly payment(s) a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 5**. If the Franchisee's quarterly payments to the City were less than one percent (1%) of the Franchisee's Gross Annual Revenues for the reporting period, the Franchisee shall pay any balance due to the City no later than its subsequent quarterly payment or the payment subsequent to the discovery of any such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(26) supra.

(e) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 7.3---CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 7.4---PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location, identified in **Exhibit 4**, to the Headend or Hub, on an Upstream Channel made available, without charge, to the Franchising Authority and/or the Access Provider for its use. At the Headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is automatically switched, to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or the Access Provider. The Franchisee shall not charge the Franchising Authority and/or the Access Provider for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access

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Programming.

(c) The Franchisee shall maintain and continue to operate the current (as of the Execution Date) upstream video origination link between the Access locations specified in **Exhibit 4** and the Headend.

(e) The Franchisee shall maintain the PEG Access Channel(s), and shall monitor the PEG Access Channel(s) for technical signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. The Franchising Authority or its designee shall be responsible for the picture quality of all PEG Access Programming at the demarcation point. The Franchise Authority's video Signal shall meet NTSC standards and/or the minimum operating audio and video input parameters of the modulators and/or transmitters.

(f) The Franchising Authority shall not connect the Franchisee's Cable System to that of any other provider(s) of Video Programming in the City; provided, however, that nothing in this Section 7.6 shall prohibit the Franchising Authority from distributing PEG Access Programming and/or any other Programming produced and/or originated by the Franchising Authority and/or its designee(s) from any provider(s) of Video Programming in the City and/or any other Person.

ARTICLE 8

FRANCHISE FEES

Section 8.1---FRANCHISE FEE FUNDING

(a) The Franchisee shall continue to pay to the City, throughout the term of this Renewal Franchise, a Franchise Fee equal to three percent (3%) of the Franchisee's Gross Annual Revenues, as defined herein, in addition to the one percent (1%) access fee pursuant to Section 7.2 supra.

(b) Said Franchise Fee payments shall be made to the City on a quarterly basis within forty-five (45) days after the end of the Franchisee's fiscal quarters for the preceding quarter.

(c) The Franchisee shall file with each of such quarterly payment(s) a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 5**. If the Franchisee's quarterly payments to the City were less than three percent (3%) of the Franchisee's Gross Annual Revenues for the reporting period, the Franchisee shall pay any balance due to the City no later than its subsequent quarterly payment or the payment subsequent to the discovery of any such underpayment. Said

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statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(26) supra.

(d) In no case shall said 3% payments include (i) the annual access payments required by Section 7.2 supra; (ii) the capital payments required by Section 7.3 supra; (iii) any other fees or payments required by applicable law; (iv) any amounts excluded from the definition of "franchise fee" under federal law; (v) any interest due herein to the City because of late payments; and/or (vi) any liquidated damages herein (Section 12.2).

(e) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at two percent (2%) above the Prime Rate.

Section 8.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Franchisee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 8.3---LATE PAYMENT

In the event that the Franchise Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the City pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the City pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal Franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.4---RECOMPUTATION

(a) In the event that the Franchising Authority receives a Franchise Fee pursuant to Section 8.1 above, tender or acceptance of any payment shall not be construed as an accord that the amount paid

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is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the City, which shall occur no later than two (2) years after the date that Franchise Fees are tendered to the City; provided, however, that in the event that the Franchising Authority commences an audit and/or recomputation of any Franchise Fee payment within said two (2) year period, said commencement shall be deemed to be timely for purposes of this Section 8.4(a).

(b) The Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty (30) days to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Franchisee shall pay Three Thousand Dollars (\$3,000.00) of the costs of such audit. 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. If, after such audit and recomputation, the Franchisee has overpaid, such overpayment shall be credited against the next Franchise Fee payment to the City, without interest charges of any kind.

Section 8.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws and shall not detract from Services provided to Nashua.

Section 8.6---METHOD OF PAYMENT

All Franchise Fee payments by the Franchisee to the City pursuant to this Renewal Franchise shall be made payable to the City and deposited with the City Treasurer.

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

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

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Franchisee shall file with the Franchising Authority schedules which shall describe all services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge.

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. 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 maintaining subscribers.

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Franchisee shall, upon request, grant such Subscriber a pro rata credit or rebate in compliance with applicable law(s).

ARTICLE 10

INSURANCE AND BONDS

Section 10.1--INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period hereto, with the City listed as an additional insured with an insurance company satisfactory to the Franchising Authority, indemnifying the City and the Franchisee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) 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 (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

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

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(e) This Renewal Franchise may be revoked for the Franchisee's failure to obtain or maintain the required insurance under this Renewal Franchise pursuant to Section 12.1 infra.

Section 10.2---PERFORMANCE BOND

(a) The Franchisee shall maintain, without charge to the City, throughout the term of the Renewal Franchise a faithful performance bond running to the City, with good and sufficient surety franchised to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal Franchise pursuant to the provisions of Section 12.1 and Section 12.2 infra.

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(b) The performance bond shall be effective throughout the term of this Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any order(s) of the Franchising Authority which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to Sections 12.1 and 12.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the City pursuant to the terms and conditions of this Renewal Franchise. In the event that the City recovers from said surety, the Franchisee shall take immediate steps to reinstate the performance bond to the One Hundred Thousand Dollars (\$100,000.00) required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

Section 10.3---REPORTING

Upon the written request of the Franchising Authority, on an annual basis, the Franchisee shall submit to the Franchising Authority, or its designee, copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein.

Section 10.4---INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Franchisee under the terms of the Renewal Franchise and shall contain the following endorsement:

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It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Franchising Authority and/or its designee(s) shall monitor and enforce the Franchisee's compliance with the terms and conditions of this Renewal Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 *infra*.

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing every year of this Renewal Franchise. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance to the terms and conditions of this Renewal Franchise, with emphasis on Educational and Governmental Access Channels, facilities and support; customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with advance, written notice regarding compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City, subject to Section 14.1 *infra*. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority may issue a written report with respect to the Franchisee's compliance as described in Section 11.2(a)(i) above, and send one (1) copy to the Franchisee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchisee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 *infra*.

Section 11.3---NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination for the term of this Renewal Franchise. This Section 11.3 shall not affect the right of the Franchisee to offer discounts.

Section 11.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

Section 11.5---REMOVAL AND RELOCATION

The Franchising Authority shall have the power at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the power to remove or relocate the same at the sole cost and expense of the Franchisee. In such event, the Franchisee shall reimburse the Franchising Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 11.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal Franchise shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

DETERMINATION OF BREACH

LIQUIDATED DAMAGES-FRANCHISE REVOCATION

Section 12.1---DETERMINATION OF BREACH

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with (1) the Franchisee's response pursuant to Section 12.1(a) above and/or (2) the Franchisee's efforts to cure pursuant to Section 12.1(b) above, the Franchising Authority or its designee shall promptly schedule a hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;

(ii) seek specific performance of any provision in this Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

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(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 and/or Section 10.3 herein;

(v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;

(vi) invoke any other lawful remedy available to the City.

Section 12.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee received written notice, by certified mail, of the provision or provisions which the Franchising Authority believes are in default, provided that the Franchising Authority made a determination of default pursuant to Section 12.1(d) above.

(i) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 4.1 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(ii) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of this Renewal Franchise in accordance with Article 3 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(iii) For failure to comply with the Educational and Governmental Access programming and equipment provisions in accordance with the requirements in Article 7 herein, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.

(iv) For failure to install, operate and maintain the remote origination locations in accordance with Section 7.6(a) herein and Exhibit 4, attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(v) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.5 infra, and Exhibit 5 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(vi) For failure to submit reports, pursuant to Article 14 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal Franchise and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its

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residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3---REVOCATION OF THE RENEWAL FRANCHISE

To the extent permitted by applicable law, and subject to the provisions of Section 12.1 herein, in the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein.

Section 12.4---TERMINATION

The termination of this Renewal Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; and/or (iii) the expiration of the term of this Renewal Franchise. In the event of any termination, the City shall have all of the rights provided in this Renewal Franchise.

Section 12.5---NON-EXCLUSIVITY OF REMEDY

No decision by the Franchising Authority or the City to invoke any remedy under this Renewal Franchise or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 12.6---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Franchising Authority, the City or the Franchisee to exercise, and no delay in exercising, any right in this Renewal Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal Franchise shall impair any of the rights of the City under applicable law, subject in each case to the terms and conditions in this Renewal Franchise.

(c) No waiver of, nor failure to exercise any right or remedy by the Franchising Authority, City or the Franchisee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Franchising Authority, City or the Franchisee to be effective, it shall be in writing.

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(d) The failure of the Franchising Authority or the City to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority or the City to take any action permitted by this Renewal Franchise at any other time, or with respect to any other breach by the Franchisee.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---NASHUA CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal Franchise, the Franchisee shall continue to operate its full-time customer service office in the City of Nashua. Said customer service office shall be open for walk-in business during Normal Business Hours

(b) The Franchisee shall notify its Nashua Subscribers of said location, periodically in its monthly bills.

(c) Subscribers may bring Converters to the Franchisee's Nashua Customer Service Office for drop-off or exchange themselves.

Section 13.2---TELEPHONE ACCESS

(a) The Franchisee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Franchisee shall have a publicly listed toll-free telephone number for its Nashua Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Franchisee's customer service office is open for business, measured on a quarterly basis, under Normal Operating Conditions.

(e) The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

Section 13.3---CUSTOMER SERVICE CALL CENTER

(a) The Franchisee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

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(b) In the event that the Franchisee does not maintain operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Franchisee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Franchisee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(c) The Franchisee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations and/or (ii) any outages described in Section 13.4(d) below.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Franchisee has reason to know of such an outage, or upon request of the Franchising Authority and/or its designee(s).

(e) The Franchisee shall remove all Subscriber Cable Drops, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 13.5--FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 6**.

Section 13.6---BUSINESS PRACTICE STANDARDS

The Franchisee shall provide the Franchising Authority and all of its Subscribers with the following information:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 13.7---COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

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

Section 13.8--REMOTE CONTROL DEVICES

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Franchisee. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 13.9--EMPLOYEE/CONTRACTOR IDENTIFICATION CARDS

All of the Franchisee's employees and/or contractors entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an identification card and bearing a picture of said employee or contractor. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee.

Section 13.10--PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 13.11--PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Franchisee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Franchisee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Franchisee's policy for the protection of subscriber privacy.

Section 13.12--MONITORING

(a) Neither the Franchisee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal,

input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that the Franchisee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Franchisee shall report to the affected parties and the Franchising Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee.

(b) The Franchisee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Franchisee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Franchisee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 13.13--DISTRIBUTION OF SUBSCRIBER INFORMATION

Subject to Section 631 of the Cable Act, the Franchisee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber either by name or address and the Franchisee shall abide by this request.

Section 13.14--POLLING BY CABLE

No poll of a Subscriber(s) shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Franchisee or its agents shall release the results only in the aggregate and without individual references.

Section 13.15--INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Franchisee nor its agents nor its employees shall make available to any third party information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 13.16--SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Franchisee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Franchisee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Franchisee a copy of any or all of the personal subscriber information regarding him or her maintained by the Franchisee. The Franchisee may require a

reasonable fee for making said copy.

(c) A Subscriber(s) may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Franchisee's General Manager. The Franchisee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 13.17--PRIVACY STANDARDS REVIEW

The Franchising Authority and the Franchisee shall periodically review this Article 13 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Franchising Authority and the Franchisee.

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Franchisee's claim of a proprietary interest.

Section 14.2---CABLE SYSTEM INFORMATION

Upon written request, the Franchisee shall file annually with the Franchising Authority a statistical summary of the operations of the Cable System. Said report shall include: (i) the number of Basic Service Subscribers; (ii) the number of dwelling units passed; and (iii) the number of Cable System plant miles completed.

Section 14.3---IN-HOUSE TELEPHONE REPORTS

To establish the Franchisee's compliance with the requirements of Sections 13.2 and 13.5 of this Renewal Franchise, the Franchisee shall provide upon written request, on a quarterly basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Franchisee. Said reports shall include, at a minimum, the following information: (1) the reporting period covered; (2) the number of calls during the reporting period and (3) the percentage of calls handled within thirty (30) seconds when the connection is made; and (4) the percentage of time that Subscribers receive a busy signal.

Section 14.4---ANNUAL PERFORMANCE TESTS

As required by applicable law(s) and/or regulation(s), the Franchisee shall provide copies of performance tests to the Franchising Authority in accordance with applicable FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 14.5---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

Section 14.6---DUAL FILINGS

(a) If requested, the Franchisee shall make available to the City at the Franchisee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) To the extent required by applicable law in the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 14.7---INVESTIGATION

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee shall be an Equal Opportunity Employer adhering to all applicable regulations with respect to Equal Employment Opportunities.

Section 15.2---NON-DISCRIMINATION

The Franchisee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 16.2---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 captions shall not affect the meaning or interpretation of the Renewal Franchise.

Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

Section 16.5---RENEWAL FRANCHISE EXHIBITS

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise, unless such Exhibits are noted for informational purposes only.

Section 16.6---WARRANTIES

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

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

(ii) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise.

Section 16.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Franchising Authority, the City and/or the Franchisee; and any other matters beyond the reasonable control of the Franchising Authority, the City and/or the Franchisee.

Section 16.8---REMOVAL OF ANTENNAS

The Franchisee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 16.9---SUBSCRIBER TELEVISION SETS

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

Section 16.10--APPLICABILITY OF RENEWAL FRANCHISE

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

Section 16.11--NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, City of Nashua, City Hall, 229 Main Street, Nashua, New Hampshire 03061-2019, or such other address as the Franchising Authority may specify in writing to the Franchisee, with a copy of such notice to the City Solicitor. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid)

to Comcast Cable Communications, Inc.

Attn: Vice President Government & Community Relations
330 Billerica Road
Chelmsford, MA 01824

with copies to:

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

or such other address as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Franchising Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) All required notices shall be in writing.

Section 16.12--NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Franchisee shall have no recourse against the Franchising Authority, the City and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise.

Section 16.13--CITY'S RIGHT OF INTERVENTION

The City hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise; provided, however, that this section shall not restrict the right of the Franchisee to oppose such intervention, pursuant to applicable law.

Section 16.14--TERM

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the Effective Date of this Renewal Franchise and shall continue for the term of the Renewal Franchise, except as expressly provided for otherwise herein.

Section 16.15--NO THIRD PARTY BENEFICIARY

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public, Person or private entity not a party to this Renewal Franchise and any such member of the public, Person or private entity shall not have third party status hereunder to enforce the terms of this Renewal Franchise.

EXHIBIT 1

CABLE SYSTEM TECHNICAL SPECIFICATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of

Nashua Cable Television Renewal Franchise

0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, etc.); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a) (7) (i), (a) (7) (ii) and (a) (7) (iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the

Nashua Cable Television Renewal Franchise

cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	limit (micro-volt/	Signal leakage Distance in meters (m) meter)	
Less than and including 54 MHz, and over 216 MHz	15	30	
Over 54 up to and including 216 MHz	20	3	

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent

Nashua Cable Television Renewal Franchise

than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Franchisee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Franchisee's intention to have the following channel line-up upon the Effective Date of the Renewal Franchise, subject to applicable law and the Franchisee's editorial discretion.

(Comcast current lineup to be inserted)

Nashua Cable Television Renewal Franchise

EXHIBIT 3

**FREE DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND SCHOOLS ***

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge in accordance with Section 6.6:

FIRE DEPT, NASHUA	124 SPIT BROOK RD	NASHUA
NASHUA CHILDREN	86 CONCORD ST	NASHUA
SCHOOL, ACADEMY OF LEARNING	4 GRAND AVE	NASHUA
SCHOOL, LEDGE STREET	139 LEDGE ST	NASHUA
LIBRARY, CHANDLER	257 MAIN ST	NASHUA
FIRE DEPT, NASHUA	COURT ST	NASHUA
ELEM SCHOOL, FAIRGROUND	37 BLANCHARD ST	NASHUA
SCHOOL, NORMAN CRISP DR.	50 ARLINGTON ST	NASHUA
SCHOOL, CHARLOTTE AVE	48 CHARLOTTE AVE	NASHUA
JR HIGH SCHOOL, PENNICHUCK	208 MANCHESTER ST	NASHUA
STREET SCHOOL, BROAD	390 BROAD ST	NASHUA
ELEM. SCHOOL, BIRCH HILL	17 BIRCH HILL DR	NASHUA
FIRE DEPT, NASHUA	2 CONANT RD	NASHUA
SCHOOL, AMHERST STREET	71 AMHERST ST	NASHUA
SCHOOL, MOUNT PLEASANT	10 MANCHESTER ST	NASHUA
ELEM. SCHOOL, DUNSTABLE	20 WHITFORD RD	NASHUA
WORKS, NASHUA PUBLIC	15 RIVERSIDE DR	NASHUA
SENIOR HIGH SCHOOL, NASHUA	36 RIVERSIDE DR	NASHUA
POLICE, NASHUA	PANTHER DR	NASHUA
MARSHALL, FIRE	229 MAIN ST	NASHUA
HIGH SCHOOL, ELM ST JR	117 ELM ST	NASHUA
ELEMT SCHOOL, BICENTENNIAL	296 E DUNSTABLE RD	NASHUA
ELEM. SCHOOL, BICENTENNIAL	296 E DUNSTABLE RD	NASHUA
SCHOOL, NEW SEARLES	39 SHADY LN	NASHUA
SCHOOL, SUNSET HEIGHTS	15 OSGOOD RD	NASHUA
NASHUA POLICE, SUB STATION	20 MAJOR DR	NASHUA
FIRE DEPT, NASHUA	38 LAKE ST	NASHUA
JR HIGH SCHOOL, FAIRGROUNDS	27 CLEVELAND ST	NASHUA
FIRE DEPT, NASHUA	177 LAKE ST	NASHUA
LIBRARY, NASHUA	2 COURT ST	NASHUA
FIRE DEPT, NASHUA	38 ARLINGTON ST	NASHUA
NASHUA CITY HALL	229 MAIN ST	NASHUA

* And any and all new municipal and/or Nashua Public School buildings that are constructed and/or put into use during the term of this Renewal Franchise.

EXHIBIT 4

NASHUA VIDEO ORIGINATION LOCATIONS

City Hall (2 ports)

229 Main Street

Nashua, NH 03064

1. City Hall Aldermanic Chambers
2. City Hall Auditorium
3. Nashua Fire Rescue Communication Center
38 Lake Street
Nashua, NH 03064
4. Nashua Fire Rescue – Lake Street Station
177 Lake Street
Nashua, NH 03064
5. Fire Station
[#] Spit Brook Road
Nashua, NH

1. Nashua High School North
10 Chuck Druding Drive
Nashua, NH 03063
2. Nashua High School South
30 Riverside Drive
Nashua, NH 03062
3. Nashua School District Administration Building
141 Ledge Street
Nashua, NH 03063
4. Nashua Public Library
2 Court Street
Nashua, NH 03064
5. Stellos Stadium
2 Riverside Street
Nashua, NH

Nashua Cable Television Renewal Franchise

EXHIBIT 5

GROSS ANNUAL REVENUES REPORTING FORM

**COMCAST
NEW ENGLAND REGION**

CITY OF NASHUA

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

Franchise Fee (3%) \$[enter % of total]

Access Fee (1%) \$ [enter % of total]

Franchise/Access Fee Due **\$ [enter total due]**

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

Date:

EXHIBIT 6

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

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

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

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

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

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

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

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

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

(v) Customer service center and bill payment locations will be open at least during normal

business hours and will be conveniently located.

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

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

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

Nashua Cable Television Renewal Franchise

SIGNATURE PAGE

In Witness Whereof, this Renewal Franchise is hereby issued by the Board of Mayor and Aldermen of the City of Nashua, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/New Hampshire/Ohio, Inc. this ___th day of September, 2015, to become effective on October 1, 2015.

City of Nashua, New Hampshire

Donnalee Lozeau Mayor

Comcast of Massachusetts/New Hampshire/Ohio, Inc.

Lisa Pitcher
Regional Senior Vice President
Greater Boston Region



RESOLUTION

APPROVING A PROPOSED CABLE TELEVISION FRANCHISE AGREEMENT RENEWAL BETWEEN THE CITY OF NASHUA AND COMCAST

CITY OF NASHUA

In the Year Two Thousand and Fifteen

RESOLVED by the Board of Aldermen of the City of Nashua to approve the cable television franchise agreement renewal between the City of Nashua and Comcast substantially in the form of the attached, and authorizing the Mayor to sign on behalf of the city.

Cable TV Franchise renewal

In order to provide their services, cable companies have to use the public rights-of-way (ROW) to install their cable equipment and facilities throughout the city. A cable franchise is the formal agreement between the City and a cable provider outlining the terms and conditions under which it can use the public ROW. The franchise imposes various obligations on the cable company including compensating the City for use of the ROW, protecting the rights and interests of Nashua residents and cable subscribers, and providing certain public benefits.

Comcast - the nation's largest cable television provider - is currently the primary source of cable television services in Nashua. They currently operate in Nashua under a franchise agreement effective since October 1, 2005. The current franchise agreement in Nashua has a 10 year term. The current franchise agreement expires **September 30, 2015**.

The franchise renewal process is governed by federal law ([Section 626 of Cable Act, 47 CFR 546](#)).

It occurs within a three (3) year period before a franchise expires. This period is designed to provide the City with sufficient time to:

- Evaluate the extent to which the cable operator has complied with its legal and franchise obligations during the term of the franchise;
- Determine the future cable-related needs and interests its residents (called "ascertainment"); and
- Negotiate with the cable provider on the conditions of any renewed franchise agreement, including cable-related benefits to help meet the needs identified during the ascertainment process.

What City Negotiators CAN do:

- Conduct an ascertainment process to determine community needs and interests. Under the existing franchise, for example, the City received potential use of up to 16 cable channels for the carriage of local, non-commercial programming. It also secured free cable service to city buildings and schools.
- Identify circumstances where the cable operator has failed to live up to its obligations.
- Deny the renewal, but only after a lengthy, formal process to determine if the cable operator has failed to meet certain criteria.
- Hold Comcast accountable for certain customer-service aspects of cable-modem service under a "bill of rights" adopted by city ordinance.

What City Negotiators CANNOT do:

- Control prices and what Comcast charges customers for cable modems or cable TV, with the limited exception of the price for the Limited Basic TV package.
- Control what commercial channels Comcast makes available, although the City can require certain categories of programming.

- Make demands about cable-modem (Internet) service because, technically, it's not part of the franchise.

What has occurred to date;

- Mayor appointed a Franchise renewal working team;
 - Brian Geraghty - Citizen of Nashua
 - Tom Galligani - Director of Economic Development
 - Bruce Codagnone - Director of Information Technology
 - Andrew Cernota - Chairman of CTAB
 - Celia Leonard - Assistant Corporation Counsel
 - Daniel Moriarty – Alderman-At-Large
- Public Hearing held – December 10th 2014 at 7:00 PM in the City Hall Auditorium
- Conducted a Survey
 - 365 Total Responses
 - Frequently asked about competition – FIOS not available in New Hampshire and any other cable company would have to buy Comcast's infrastructure.
 - There were a great deal of complaints around Internet service – this is outside the scope of the Franchise agreement.
 - The Survey results are posted on the City's website
- Created an information webpage on the City's website.
<http://www.nashuanh.gov/CityGovernment/NashuaCTV/CableTelevisonAdvisoryBoard/ComcastFranchiseRenewal/tabid/1170/Default.aspx>
- Conducted Monthly meetings with Franchise renewal working team

Recommendations

Due to the shift from traditional TV viewing to watching programming via streaming through the Internet, the City's revenue from Franchise fees could be negatively impacted. We recommend a shorter (7 Year) contract to see what federal legislation is going to be implemented.

Recommend funding the Public channel with Government and Education and breaking out the 4% franchise fee to 1.3% to PEG and 2.7% to the General Fund.

Recommend \$151,000 for capital improvements since it is a 7 year instead of 10. Note this also is passed on to the citizens.

Based upon the survey results, we recommend asking Comcast for regular reporting on what they are doing to improve customer service.

We DO NOT recommend raising the Franchise fee since this fee is a direct pass through to the citizens of Nashua.

**CABLE TELEVISION
RENEWAL FRANCHISE**

THE BOARD OF ALDERMEN

**THE CITY OF NASHUA,
NEW HAMPSHIRE**

GRANTED TO

**COMCAST OF MASSACHUSETTS/
NEW HAMPSHIRE/OHIO, INC.**

Nashua Cable Television Renewal Franchise

Nashua Cable Television Renewal Franchise

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Nashua Cable Television Renewal Franchise

A G R E E M E N T

This Cable Television Renewal Franchise entered into this ___th day of September, 2015, by and between and the Board of Aldermen, through the Mayor, of the City of Nashua, New Hampshire, as Franchising Authority for the renewal of the cable television franchise(s) pursuant to RSA: 53-C and Comcast of Massachusetts/New Hampshire/Ohio, Inc. ("Comcast").

WITNESSETH

WHEREAS, the Franchising Authority of the City of Nashua, New Hampshire, pursuant to RSA: 53-C is authorized to grant one or more nonexclusive, revocable cable television renewal franchises to construct, operate and maintain a Cable Television System within the City of Nashua; and

WHEREAS, the Franchising Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on December 10, 2014 and conducted a survey to (1) ascertain the future cable related community needs and interests of Nashua, and (2) review the performance of Comcast and its predecessors during its current franchise term; and

WHEREAS, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on various provisions regarding the Cable Television System in Nashua; and

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

Nashua Cable Television Renewal Franchise

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal Franchise, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory. Unless otherwise specified, the word "day" shall refer to calendar day.

(1) **Access**: The right or ability of any Persons affiliated with a Nashua institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) **Access Provider**: The entity as may be designated from time to time by the Franchising Authority for the purpose of providing/managing Public, Educational and Governmental Access channel capacity, facilities, training and programming for Nashua Subscribers.

(3) **Affiliate or Affiliated Person**: A Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(4) **Basic Service**: Any service tier which includes the retransmission of local television broadcast signals.

(5) **Cable Act**: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996), as may be further amended.

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

(7) **Cable Television System or Cable System**: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City.

(8) **City**: The City of Nashua, New Hampshire.

(9) **City Solicitor**: The City Solicitor of the City of Nashua, New Hampshire.

(10) **Commercial Subscriber**: A commercial, non-residential Subscriber to Cable Television

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Service.

(11) **Complaint**: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Franchisee's control, and (2) requires a corrective measure on the part of the Franchisee.

(12) **Converter**: Any device changing the frequency of a Signal coming to a Subscriber. A Subscriber Converter may control reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(13) **DVD**: The acronym for a Digital Video Disc player.

(14) **Department of Public Works ("DPW")**: The Department of Public Works of the City of Nashua, New Hampshire.

(15) **Downstream Channel**: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) **Drop or Cable Drop**: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(17) **Educational Access Channel**: A specific channel(s) on the Cable System made available by the Franchisee to educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

(18) **Effective Date of the Renewal Franchise (the "Effective Date")**: October 1, 2015.

(19) **Execution Date of the Renewal Franchise (the "Execution Date")**: September __, 2015.

(20) **FCC**: The Federal Communications Commission, or any successor agency.

(21) **Franchise Fee**: The payments to be made by the Franchisee to the City of Nashua, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(22) **Franchisee**: Comcast of Massachusetts/New Hampshire/Ohio, Inc. ("Comcast") or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(23) **Franchising Authority**: The Board of Aldermen, through the Mayor, of the City of Nashua, New Hampshire.

(24) **Government Access Channel**: A specific channel on the Cable System made available by the Franchisee to the Franchising Authority and/or its designees wishing to present non-commercial programming and/or information to the public.

(25) **Gross Annual Revenues**: Revenues derived by the Franchisee and/or its Affiliates for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest earned on Subscriber fees and/or charges; all digital Cable Service(s) revenues; all Commercial Subscriber

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revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other Cable Service-related equipment rentals and/or leases or sales; any other Cable Service revenues as allowed by applicable law; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising revenues, advertising revenues for purposes herein shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Revenue of any other Person(s) and/or Affiliates which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of Franchise Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenues of Affiliates and/or other Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliates and/or Persons itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(26) **Headend:** The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(27) **Hub or Hub Site:** A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(28) **Leased Channel or Leased Access:** A video channel(s) which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(29) **Node or Fiber Node:** A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(30) **Normal Business Hours:** Those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours.

(31) **Origination Capability:** An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(32) **Outlet:** An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(33) **Pay Cable or Premium Services:** Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(34) **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

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(35) **Pedestal**: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(36) **PEG**: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(37) **PEG Access Channels**: A video channel which the Franchisee shall make available to the City of Nashua and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by City departments and agencies, public schools, educational, institutional and similar organizations and members of the public.

(38) **Person**: Any Provider, partnership, limited partnership, corporation, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(39) **Prime Rate**: The prime rate of interest at Bank of America, or its successor.

(40) **Public Access Channel**: A specific channel, or part-time use thereof, on the Cable System made available by the Franchisee for the use of Nashua residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(41) **Public Way or Street**: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

(42) **Renewal Franchise or Cable Television Renewal Franchise**: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.

(43) **Scrambling/encoding**: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Franchisee.

(44) **Service**: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Franchisee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(45) **Signal**: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(46) **State**: The State of New Hampshire.

(47) **Subscriber**: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable Television System.

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(48) **Subscriber Network**: The Cable System of at least 750 MHz to be owned, operated and maintained by the Franchisee, over which Signals can be transmitted to Subscribers.

(49) **Trunk and Distribution System**: That portion of the Cable System for the delivery of Signals, but not including Cable Drops to homes or buildings.

(50) **Upstream Channel**: A channel over which Signals travel from an authorized location to the Cable System Headend.

(51) **User**: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(52) **VCR**: The acronym for video cassette recorder.

(53) **Video Programming or Programming**: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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ARTICLE 2

GRANT OF RENEWAL FRANCHISE

Section 2.1---GRANT OF RENEWAL FRANCHISE

Pursuant to the authority of RSA Chapter 53-C of the laws of the State of New Hampshire, and subject to the terms and conditions set forth herein, the Board of Aldermen, through the Mayor, of the City of Nashua, New Hampshire, as the Franchising Authority of the City, hereby grants a non-exclusive Cable Television Renewal Franchise to the Franchisee authorizing the Franchisee to continue to lawfully operate and maintain a Cable Television System within the corporate limits of the City of Nashua.

This Renewal Franchise is subject to the terms and conditions contained in RSA Chapter 53-C of the laws of New Hampshire; the regulations of the FCC; the Cable Act; and all City, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to upgrade, install, operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Nashua within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of New Hampshire and the City of Nashua. In exercising rights pursuant to this Renewal Franchise, the Franchisee shall not endanger the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal Franchise does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Franchisee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any lawful special laws or City ordinances and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL FRANCHISE

The term of this Renewal Franchise shall be a seven (7) year term, commencing on October 1, 2015 and expiring at midnight on September 30, 2022, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL FRANCHISE

This Renewal Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within

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the City of Nashua; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any purpose(s) whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television franchise(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal Franchise. The grant of any additional cable television franchise(s) shall be at the sole discretion of the Franchising Authority.

(i) In the event that the Franchisee believes that any additional cable television franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any such additional cable television franchise(s) are on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(ii) Should the Franchisee demonstrate that any such additional cable television franchises(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal Franchise.

(c) The issuance of additional franchise(s) shall be subject to R.S.A. Chapter 53-C, applicable federal law(s), and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing this Renewal Franchise, the Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances necessary to the safety and welfare of the public. The Franchisee shall comply with all applicable DPW regulations, and any lawful ordinances and/or regulations enacted and/or amended by the City. Any conflict between the terms of this Renewal Franchise and any present or future lawful exercise of the City's police and regulatory powers shall be resolved in a court of appropriate jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of this Renewal Franchise, or of any renewal thereof by passage of time or otherwise, and unless (1) the Franchisee has its Franchise renewed for another term or (2) the ownership of the Cable System has been transferred to another Person pursuant to applicable law, the Franchisee shall remove all of its supporting structures, poles, Trunk and Distribution Systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition, within six (6) months of such termination.

ARTICLE 3

TRANSFER AND ASSIGNMENT OF RENEWAL FRANCHISE

Section 3.1---TRANSFER OF THE RENEWAL FRANCHISE

(a) Subject to applicable law, neither this Renewal Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefor on forms prescribed by the FCC.

(b) The application for consent to a transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c) The Franchisee shall submit to the Franchising Authority an original and five (5) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such transfer or assignment). The request for approval of transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for transfer. The Franchising Authority shall complete review of the request for transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for transfer. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless the requesting party and the Franchising Authority agree to an extension of time.

(e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial and technical qualifications of the prospective controlling or owning Person, and any other criteria allowable under State and/or federal law(s).

(f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Renewal Franchise.

Section 3.2---EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Renewal Franchise.

(b) If the Franchising Authority denies its consent to any such action and a transfer has nevertheless been effected, the Franchising Authority may revoke and terminate this Renewal Franchise.

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(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the City.

Section 3.3---NO WAIVER OF RIGHTS

The consent or approval of the Franchising Authority to any assignment, lease, transfer or sublease of the Renewal Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Renewal Franchise, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

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ARTICLE 4

SYSTEM DESIGN

Section 4.1---SUBSCRIBER NETWORK

(a) The Franchisee shall continue to operate, maintain and make available to all residents of the City its Subscriber Network of at least 750 MHz.

(b) The Franchisee shall transmit all of its Signals to Nashua Subscribers in stereo, provided that such Signals are furnished to the Franchisee in stereo.

(c) The Subscriber Network shall comply with the FCC's Technical Specifications, attached hereto as **Exhibit 1**.

Section 4.2---EMERGENCY AUDIO ALERT SYSTEM

(a) The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations and state of New Hampshire Emergency Powers.

Section 4.3---PARENTAL CONTROL CAPABILITY

The Franchisee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels received on their television sets, at a cost, if any, pursuant to applicable law(s).

ARTICLE 5

MAINTENANCE AND OPERATION

Nashua Cable Television Renewal Franchise

Section 5.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Franchisee shall make its Cable System Service available to all residents of the City, except for residences on or off of Farley Road and those areas in the City that are zoned purely commercial, within seven (7) business days of a request therefor, subject to paragraph (b) below.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than one hundred and fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Franchisee may charge residents located more than 150 feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges plus a return on investment in accordance with applicable law(s). The Franchisee shall have up to, but not more than, ninety (90) days in order to survey, design and install non-standard installations that are more than 150 feet from the existing trunk and distribution system.

(c) Underground installation shall continue to be considered standard and therefore subject to standard underground installation rates within one hundred fifty feet (150') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface. Underground installations within one hundred fifty feet (150') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a return on investment in accordance with applicable law(s), in addition to the standard installation charge.

Section 5.2---LOCATION OF CABLE TELEVISION SYSTEM

The Franchisee shall operate and maintain the Cable Television System within the City of Nashua. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 5.3---UNDERGROUND FACILITIES

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the City at the sole cost and expense of such telephone and electric utility companies, the Franchisee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City by-laws, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

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Section 5.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Franchisee shall comply with all rules established by the Franchising Authority and/or its designee(s) during the term of this Renewal Franchise. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City's DPW.

Section 5.5---RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

Section 5.6---TEMPORARY RELOCATION

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the party requesting such move, unless otherwise required or permitted by applicable law. The Franchisee shall be given reasonable notice necessary to maintain continuity of service.

Section 5.7---DISCONNECTION AND RELOCATION

The Franchisee shall, without charge to the City, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Franchising Authority and/or its designee(s) 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 City department acting in a governmental capacity.

Section 5.8---SAFETY STANDARDS

The Franchisee shall operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the New Hampshire Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended

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hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 5.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Franchisee in and on the City's Public Way(s), subject to the Franchisee applying for and receiving a permit for such installation and/or utilization as required by City ordinance. Such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Franchisee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City- approved locations to be determined when the Franchisee applies for a permit. All such equipment shall be shown on the maps submitted to the City in accordance with Section 5.12 infra. In the event that the Franchisee is no longer utilizing any such Pedestals for Cable Service(s), the Franchisee shall remove any such Pedestals from the Public Way(s) expeditiously.

Section 5.10--PRIVATE PROPERTY

The Franchisee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the City. The Franchisee, at its sole cost and expense, shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

Section 5.11--RIGHT TO INSPECTION OF CABLE SYSTEM PLANT

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal Franchise in order to ensure compliance with the terms and conditions of this Renewal Franchise and all other applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority or its designees shall be at the sole cost and expense of the City and shall have the prior written approval of the Franchisee, which approval shall not be unreasonably denied or withheld. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be afforded the opportunity to be present during all such inspection.

Section 5.12--MAPS

Upon written request, the Franchisee shall file with the Franchising Authority strand maps no more frequently than annually of all final constructed Cable System plant.

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Section 5.13--COMMERCIAL ESTABLISHMENTS

The Franchisee shall make Cable Service(s) available to any commercial establishments in the City, provided that such establishments agree to pay for installation and monthly subscription costs as lawfully established by the Franchisee.

Section 5.14--SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt Service for the purpose of repairing or testing the Cable Television System, only during periods of minimum usage and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

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ARTICLE 6

SERVICES AND PROGRAMMING

Section 6.1---BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the City pursuant to statute or regulation.

Section 6.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof.

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

Section 6.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

Section 6.4---EQUIPMENT COMPATIBILITY

(a) The Franchisee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

(b) The Franchisee reserves its right to Scramble or otherwise encode any cable channel(s), as is reasonably necessary, in the Franchisee's judgment, to protect the Franchisee from unauthorized reception of its Signals, in accordance with applicable law(s).

Section 6.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored, provided that the Franchisee shall have no obligation to provide Cable Service to any Person who or which the Franchisee has a reasonable basis to believe is using an unauthorized Converter and/or is otherwise obtaining any Cable Service without

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required payment thereof. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Franchisee shall notify Subscribers of such interruption(s) in advance.

Section 6.6---FREE DROPS, OUTLETS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) Subject to the installation provisions in Section 6.7(d), the Franchisee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Basic Service, to all police and fire stations, public schools, public libraries and other public buildings within one hundred and fifty feet (150') of the Trunk and Distribution System included in **Exhibit 3**, attached hereto and made a part hereof, and any other public buildings and schools within one hundred and fifty feet (150') of the Trunk and Distribution System, as designated by the Franchising Authority. The Franchisee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the City or any designated institution for the installation and provision of monthly Basic Service and related maintenance.

(b) The Franchisee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Franchisee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority.

(c) Underground installation to any police and fire stations, public schools, public libraries and other public buildings be considered within one hundred fifty feet (150') of the existing Cable System plant, provided no Trunk and Distribution System construction is required and sub-surface is dirt or similar soft surface, at no charge to the Franchising Authority or the designated institution. Underground installations within one hundred fifty feet (150') of the existing Cable System plant requiring Trunk and Distribution System construction or involving hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a return on investment in accordance with applicable law(s), however, the Franchising Authority shall not be charged the standard installation charge.

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ARTICLE 7

EDUCATIONAL AND GOVERNMENTAL ACCESS

FACILITIES AND SUPPORT

Section 7.1---EDUCATIONAL & GOVERNMENTAL ACCESS CHANNELS

(a) The Franchisee shall make available a total of three (3) Downstream Channels for Public, Educational and Governmental Access use as follows:

+ One (1) Governmental Access Channel

+ One (1) Public Access Channel

+ One (1) Educational Access Channel

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers, without charge(s) to the Franchising Authority, the Access Provider and/or Users.

(c) The Franchisee shall give advance, written notice to the Franchising Authority of any changes in the channel locations of the PEG Access Channels, once established.

(d) The Franchisee shall maintain and operate the PEG Access Channels, and shall monitor the PEG Access Channel(s) for technical Signal quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels.

(e) Pursuant to Section 7.5 infra, the Franchisee shall be responsible for ensuring that PEG Access Programming can be originated from the remote locations listed in **Exhibit 4**, attached hereto and made a part hereof, and sent to the Headend or Hub on an Upstream Channel(s) provided by the Franchisee for interconnection with and on said Downstream PEG Access Channels.

Section 7.2---PUBLIC, EDUCATIONAL & GOVERNMENTAL ACCESS ANNUAL FUNDING

(a) The Franchisee shall provide annual funding to the Franchising Authority for Public, Educational and Governmental Access purposes only in the amount of one and three tenths percent (1.3%) of its Gross Annual Revenues, as defined herein. Said funding shall be paid to the Franchising Authority on a quarterly basis.

(b) In no case shall said 1.3% annual Public, Educational and Governmental Access funding, in paragraph (a) herein, be counted against ~~(i) the Educational and Governmental Access equipment funding, pursuant to Section 7.3 below;~~ (ii) the Franchise Fee payment to the City, required by Section 8.1(a) infra; and/or (iii) any other fees or payments required by this Renewal Franchise and/or applicable law.; provided, however, that said one and three tenths percent (1.3%) Public, Educational and Governmental Access funding shall be deemed to be a Franchise Fee.

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(c) Said annual one and three tenths percent (1.3%) Access funding shall be made to the City on a quarterly basis within forty-five (45) days after the end of the Franchisee's fiscal quarter for the preceding quarter.:

(d) The Franchisee shall file with each of said one and three tenths percent (1.3%) quarterly payment(s) a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 5**. If the Franchisee's quarterly payments to the City were less than one and three tenths percent (1.3%) of the Franchisee's Gross Annual Revenues for the reporting period, the Franchisee shall pay any balance due to the City no later than its subsequent quarterly payment or the payment subsequent to the discovery of any such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(26) supra.

(e) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate.

Section 7.3---EDUCATIONAL & GOVERNMENTAL ACCESS EQUIPMENT FACILITIES FUNDING

(a) The Franchisee shall provide funding to the Franchising Authority for Educational and Governmental Access equipment-facilities funding purposes only, in the amount of One Hundred Fifty-One Thousand Dollars (\$151,000.00), payable as follows

+ One Hundred Fifty-One Thousand Dollars (\$151,000.00) payable within sixty (60) days of the Effective Date of this Renewal Franchise;

(b) In no case shall the value of said Educational and Governmental Access equipment/facilities funding, in paragraph (a) herein, be counted against (i) the Public, Educational and Governmental annual pursuant to Section 7.2 above; (ii) any Franchise Fee payment, required by Section 8.1(a) infra; and/or (iii) any other fees or payments required by this Renewal Franchise and/or applicable law.

(c) The Franchisee shall not charge the Franchising Authority for said One Hundred Fifty-One Thousand Dollars (\$151,000.00) Educational and Governmental Access equipment-facilities funding.

(d) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the City, at the annual rate of two percent (2%) above the Prime Rate.

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Section 7.43---CENSORSHIP

The Franchisee shall not engage in any program censorship or any other control of the content of PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 7.54---PEG ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location, identified in **Exhibit 4**, to the Headend or Hub, on an Upstream Channel made available, without charge, to the Franchising Authority and/or the Access Provider for its use. At the Headend, said PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is automatically switched, to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or the Access Provider. The Franchisee shall not charge the Franchising Authority and/or the Access Provider for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall maintain and continue to operate the current (as of the Execution Date) upstream video origination link between the Access locations specified in **Exhibit 4** and the Headend.

(de) The Franchisee shall maintain the PEG Access Channel(s), and shall monitor the PEG Access Channel(s) for technical signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. The Franchising Authority or its designee shall be responsible for the picture quality of all PEG Access Programming at the demarcation point. The Franchise Authority's video Signal shall meet NTSC standards and/or the minimum operating audio and video input parameters of the modulators and/or transmitters.

(f) The Franchising Authority shall not connect the Franchisee's Cable System to that of any other provider(s) of Video Programming in the City; provided, however, that nothing in this Section 7.6 shall prohibit the Franchising Authority from distributing PEG Access Programming and/or any other Programming produced and/or originated by the Franchising Authority and/or its designee(s) from any provider(s) of Video Programming in the City and/or any other Person.

ARTICLE 8

FRANCHISE FEES

Nashua Cable Television Renewal Franchise

Section 8.1---FRANCHISE FEE FUNDING

(a) The Franchisee shall continue to pay to the City, throughout the term of this Renewal Franchise, a Franchise Fee equal to ~~three-two and seven tenths~~ three and seven tenths percent (32.7%) of the Franchisee's Gross Annual Revenues, as defined herein, in addition to the one and three tenths percent (1.3%) access fee pursuant to Section 7.2 supra.

(b) Said Franchise Fee payments shall be made to the City on a quarterly basis within forty-five (45) days after the end of the Franchisee's fiscal quarters for the preceding quarter.

(c) The Franchisee shall file with each of such quarterly payment(s) a completed Gross Annual Revenues Reporting Form, attached hereto as **Exhibit 5**. If the Franchisee's quarterly payments to the City were less than ~~three-two and seven tenths~~ three and seven tenths percent (32.7%) of the Franchisee's Gross Annual Revenues for the reporting period, the Franchisee shall pay any balance due to the City no later than its subsequent quarterly payment or the payment subsequent to the discovery of any such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(26) supra.

(d) In no case shall said 32.7% payments include (i) the annual access payments required by Section 7.2 supra; (ii) ~~the capital payments required by Section 7.3 supra;~~ (iii) any other fees or payments required by applicable law; (iii~~v~~) any amounts excluded from the definition of "franchise fee" under federal law; iv) any interest due herein to the City because of late payments; and/or (i~~v~~) any liquidated damages herein (Section 12.2).

(e) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at two percent (2%) above the Prime Rate.

Section 8.2---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The Franchise Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which Franchisee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the Franchise Fee payments all of which shall be separate and distinct obligations of the Franchisee and each Affiliated Person. The Franchisee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the Franchise Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal Franchise shall be construed to limit any authority of the Franchising Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Franchisee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Franchisee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not

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exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 8.3---LATE PAYMENT

In the event that the Franchise Fees herein required are not tendered on or before the dates fixed in Section 8.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the City pursuant to this Section 8.3 shall not be deemed to be part of the Franchise Fees to be paid to the City pursuant to Section 8.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal Franchise pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 8.4---RECOMPUTATION

(a) In the event that the Franchising Authority receives a Franchise Fee pursuant to Section 8.1 above, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 8.4. All amounts paid shall be subject to audit and recomputation by the City, which shall occur no later than two (2) years after the date that Franchise Fees are tendered to the City; provided, however, that in the event that the Franchising Authority commences an audit and/or recomputation of any Franchise Fee payment within said two (2) year period, said commencement shall be deemed to be timely for purposes of this Section 8.4(a).

(b) The Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchisee shall have thirty (30) days to provide the City with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Franchisee shall pay Three Thousand Dollars (\$3,000.00) of the costs of such audit. 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. If, after such audit and recomputation, the Franchisee has overpaid, such overpayment shall be credited against the next Franchise Fee payment to the City, without interest charges of any kind.

Section 8.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws and shall not detract from Services provided to Nashua.

Section 8.6---METHOD OF PAYMENT

All Franchise Fee payments by the Franchisee to the City pursuant to this Renewal Franchise shall

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be made payable to the City and deposited with the City Treasurer.

ARTICLE 9

RATES AND CHARGES

Section 9.1---RATE REGULATION

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

Section 9.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Franchisee shall file with the Franchising Authority schedules which shall describe all services offered by the Franchisee, all rates and charges of any

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kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Franchisee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge.

Section 9.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. 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 maintaining subscribers.

Section 9.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Franchisee shall, upon request, grant such Subscriber a pro rata credit or rebate in compliance with applicable law(s).

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ARTICLE 10

INSURANCE AND BONDS

Section 10.1--INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period hereto, with the City listed as an additional insured with an insurance company satisfactory to the Franchising Authority, indemnifying the City and the Franchisee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) 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 (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

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

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal Franchise.

(ii) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(e) This Renewal Franchise may be revoked for the Franchisee's failure to obtain or maintain the required insurance under this Renewal Franchise pursuant to Section 12.1 infra.

Section 10.2---PERFORMANCE BOND

(a) The Franchisee shall maintain, without charge to the City, throughout the term of the Renewal Franchise a faithful performance bond running to the City, with good and sufficient surety franchised to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal Franchise pursuant to the provisions of Section 12.1 and Section 12.2 infra.

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(b) The performance bond shall be effective throughout the term of this Renewal Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any order(s) of the Franchising Authority which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to Sections 12.1 and 12.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal Franchise, and thereafter until the Franchisee has satisfied all of its obligations to the City pursuant to the terms and conditions of this Renewal Franchise. In the event that the City recovers from said surety, the Franchisee shall take immediate steps to reinstate the performance bond to the One Hundred Thousand Dollars (\$100,000.00) required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Franchisee under the Renewal Franchise.

Section 10.3---REPORTING

Upon the written request of the Franchising Authority, on an annual basis, the Franchisee shall submit to the Franchising Authority, or its designee, copies of all current certificates regarding (i) all insurance policies and (ii) the performance bond required herein.

Section 10.4---INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Franchisee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal Franchise, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 10.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Franchisee under the terms of the Renewal Franchise and shall contain the following endorsement:

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It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

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ARTICLE 11

ADMINISTRATION AND REGULATION

Section 11.1---REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Franchising Authority and/or its designee(s) shall monitor and enforce the Franchisee's compliance with the terms and conditions of this Renewal Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

Section 11.2---PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing every year of this Renewal Franchise. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance to the terms and conditions of this Renewal Franchise, with emphasis on Educational and Governmental Access Channels, facilities and support; customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with advance, written notice regarding compliance matters.

(b) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee(s), and produce such documents or other materials as are reasonably requested from the City, subject to Section 14.1 infra. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Franchising Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority may issue a written report with respect to the Franchisee's compliance as described in Section 11.2(a)(i) above, and send one (1) copy to the Franchisee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal Franchise, the Franchisee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

Section 11.3---NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual preference, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination for the term of this Renewal Franchise. This Section 11.3 shall not affect the right of the Franchisee to offer discounts.

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Section 11.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

Section 11.5---REMOVAL AND RELOCATION

The Franchising Authority shall have the power at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to life or property. In the event that the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the power to remove or relocate the same at the sole cost and expense of the Franchisee. In such event, the Franchisee shall reimburse the Franchising Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 11.6---JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal Franchise shall be in any court of appropriate venue and subject matter jurisdiction located in the State of New Hampshire and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 12

DETERMINATION OF BREACH

LIQUIDATED DAMAGES-FRANCHISE REVOCATION

Section 12.1---DETERMINATION OF BREACH

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have thirty (30) days from the receipt of such notice to:

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

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(c) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with (1) the Franchisee's response pursuant to Section 12.1(a) above and/or (2) the Franchisee's efforts to cure pursuant to Section 12.1(b) above, the Franchising Authority or its designee shall promptly schedule a hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in such default, the Franchising Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 12.2 below;
- (ii) seek specific performance of any provision in this Renewal Franchise which reasonably lends itself to such remedy as an alternative to damages;
- (iii) commence an action at law for monetary damages;

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(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 and/or Section 10.3 herein;

(v) declare the Renewal Franchise to be revoked subject to Section 12.3 below and applicable law;

(vi) invoke any other lawful remedy available to the City.

Section 12.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal Franchise, liquidated damages shall be paid by the Franchisee to the Franchising Authority, subject to Section 12.1 above. Any such liquidated damages shall be assessed as of the date that the Franchisee received written notice, by certified mail, of the provision or provisions which the Franchising Authority believes are in default, provided that the Franchising Authority made a determination of default pursuant to Section 12.1(d) above.

(i) For failure to fully activate, operate and maintain the Subscriber Network in accordance with Section 4.1 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(ii) For failure to obtain the advance, written approval of the Franchising Authority for any transfer of this Renewal Franchise in accordance with Article 3 herein, Four Hundred Dollars (\$400.00) per day, for each day that any such non-compliance continues.

(iii) For failure to comply with the Educational and Governmental Access programming and equipment provisions in accordance with the requirements in Article 7 herein, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.

(iv) For failure to install, operate and maintain the remote origination locations in accordance with Section 7.6(a) herein and Exhibit 4, attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(v) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 13.5 infra, and Exhibit 5 attached hereto, One Hundred Fifty Dollars (\$150.00) per day that any such non-compliance continues.

(vi) For failure to submit reports, pursuant to Article 14 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal Franchise and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Franchising Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 12.1 above, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its

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residents, businesses and institutions, compensation for which will be difficult to ascertain. The Franchisee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Franchisee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 12.3---REVOCATION OF THE RENEWAL FRANCHISE

To the extent permitted by applicable law, and subject to the provisions of Section 12.1 herein, in the event that the Franchisee fails to comply with any material provision of this Renewal Franchise, the Franchising Authority may revoke the Renewal Franchise granted herein.

Section 12.4---TERMINATION

The termination of this Renewal Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal Franchise by action of the Franchising Authority, pursuant to Section 12.1 and 12.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; and/or (iii) the expiration of the term of this Renewal Franchise. In the event of any termination, the City shall have all of the rights provided in this Renewal Franchise.

Section 12.5---NON-EXCLUSIVITY OF REMEDY

No decision by the Franchising Authority or the City to invoke any remedy under this Renewal Franchise or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 12.6---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Franchising Authority, the City or the Franchisee to exercise, and no delay in exercising, any right in this Renewal Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal Franchise shall impair any of the rights of the City under applicable law, subject in each case to the terms and conditions in this Renewal Franchise.

(c) No waiver of, nor failure to exercise any right or remedy by the Franchising Authority, City or the Franchisee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the Franchising Authority, City or the Franchisee to be effective, it shall be in writing.

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(d) The failure of the Franchising Authority or the City to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority or the City to take any action permitted by this Renewal Franchise at any other time, or with respect to any other breach by the Franchisee.

ARTICLE 13

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 13.1---NASHUA CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal Franchise, the Franchisee shall continue to operate its full-time customer service office in the City of Nashua. Said customer service office shall be open for walk-in business during Normal Business Hours

(b) The Franchisee shall notify its Nashua Subscribers of said location, periodically in its monthly bills.

(c) Subscribers may bring Converters to the Franchisee's Nashua Customer Service Office for drop-off or exchange themselves.

Section 13.2---TELEPHONE ACCESS

(a) The Franchisee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Franchisee shall have a publicly listed toll-free telephone number for its Nashua Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Franchisee's customer service office is open for business, measured on a quarterly basis, under Normal Operating Conditions.

(e) The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of Complaints indicates a clear failure to comply.

Section 13.3---CUSTOMER SERVICE CALL CENTER

(a) The Franchisee shall maintain and operate a customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

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(b) In the event that the Franchisee does not maintain operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or Complaints to the Franchisee the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Franchisee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Franchisee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 13.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Franchisee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(c) The Franchisee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations and/or (ii) any outages described in Section 13.4(d) below.

(d) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Franchisee has reason to know of such an outage, or upon request of the Franchising Authority and/or its designee(s).

(e) The Franchisee shall remove all Subscriber Cable Drops, within fifteen (15) days of receiving a request from a Subscriber to do so.

Section 13.5--FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 6**.

Section 13.6---BUSINESS PRACTICE STANDARDS

The Franchisee shall provide the Franchising Authority and all of its Subscribers with the following information:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Form of Bill;
- (iv) Advance Billing, Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 13.7---COMPLAINT RESOLUTION PROCEDURES

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

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Franchisee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Franchising Authority or its designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

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

Section 13.8---REMOTE CONTROL DEVICES

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Franchisee. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 13.9---EMPLOYEE/CONTRACTOR IDENTIFICATION CARDS

All of the Franchisee's employees and/or contractors entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an identification card and bearing a picture of said employee or contractor. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee.

Section 13.10--PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Franchisee shall comply with all privacy provisions contained in this Article 13 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 13.11--PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Franchisee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Franchisee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Franchisee's policy for the protection of subscriber privacy.

Section 13.12--MONITORING

(a) Neither the Franchisee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal,

input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber; provided, however, that the Franchisee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Franchisee shall report to the affected parties and the Franchising Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee.

(b) The Franchisee shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes. The Franchisee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Franchisee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 13.13--DISTRIBUTION OF SUBSCRIBER INFORMATION

Subject to Section 631 of the Cable Act, the Franchisee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber either by name or address and the Franchisee shall abide by this request.

Section 13.14--POLLING BY CABLE

No poll of a Subscriber(s) shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Franchisee or its agents shall release the results only in the aggregate and without individual references.

Section 13.15---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Franchisee nor its agents nor its employees shall make available to any third party information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 13.16--SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Franchisee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Franchisee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Franchisee a copy of any or all of the personal subscriber information regarding him or her maintained by the Franchisee. The Franchisee may require a

reasonable fee for making said copy.

(c) A Subscriber(s) may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Franchisee's General Manager. The Franchisee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 13.17--PRIVACY STANDARDS REVIEW

The Franchising Authority and the Franchisee shall periodically review this Article 13 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Franchising Authority and the Franchisee.

ARTICLE 14

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 14.1---GENERAL

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of this Renewal Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

(b) If the Franchisee believes that the documentation requested by the Franchising Authority involves proprietary information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Franchisee's claim of a proprietary interest.

Section 14.2---CABLE SYSTEM INFORMATION

Upon written request, the Franchisee shall file annually with the Franchising Authority a statistical summary of the operations of the Cable System. Said report shall include: (i) the number of Basic Service Subscribers; (ii) the number of dwelling units passed; and (iii) the number of Cable System plant miles completed.

Section 14.3---IN-HOUSE TELEPHONE REPORTS

To establish the Franchisee's compliance with the requirements of Sections 13.2 and 13.5 of this Renewal Franchise, the Franchisee shall provide upon written request, on a quarterly basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Franchisee. Said reports shall include, at a minimum, the following information: (1) the reporting period covered; (2) the number of calls during the reporting period and (3) the percentage of calls handled within thirty (30) seconds when the connection is made; and (4) the percentage of time that Subscribers receive a busy signal.

Section 14.4---ANNUAL PERFORMANCE TESTS

As required by applicable law(s) and/or regulation(s), the Franchisee shall provide copies of performance tests to the Franchising Authority in accordance with applicable FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 14.5---QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

Section 14.6---DUAL FILINGS

(a) If requested, the Franchisee shall make available to the City at the Franchisee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) To the extent required by applicable law in the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 14.7---INVESTIGATION

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Franchisee's compliance with its obligations pursuant to this Renewal Franchise.

ARTICLE 15

EMPLOYMENT

Section 15.1---EQUAL EMPLOYMENT OPPORTUNITY

The Franchisee shall be an Equal Opportunity Employer adhering to all applicable regulations with respect to Equal Employment Opportunities.

Section 15.2---NON-DISCRIMINATION

The Franchisee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 16

MISCELLANEOUS PROVISIONS

Section 16.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 16.2---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 captions shall not affect the meaning or interpretation of the Renewal Franchise.

Section 16.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal Franchise.

Section 16.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

Section 16.5---RENEWAL FRANCHISE EXHIBITS

The Exhibits to this Renewal Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal Franchise, unless such Exhibits are noted for informational purposes only.

Section 16.6---WARRANTIES

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

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

(ii) The Franchisee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal Franchise, to enter into and legally bind the Franchisee to this Renewal Franchise and to take all actions necessary to perform all of its obligations pursuant to this Renewal Franchise.

Section 16.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Franchising Authority, the City and/or the Franchisee; and any other matters beyond the reasonable control of the Franchising Authority, the City and/or the Franchisee.

Section 16.8---REMOVAL OF ANTENNAS

The Franchisee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 16.9---SUBSCRIBER TELEVISION SETS

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

Section 16.10--APPLICABILITY OF RENEWAL FRANCHISE

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

Section 16.11--NOTICES

(a) Every notice to be served upon the Franchising Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, City of Nashua, City Hall, 229 Main Street, Nashua, New Hampshire 03061-2019, or such other address as the Franchising Authority may specify in writing to the Franchisee, with a copy of such notice to the City Solicitor. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid)

to Comcast Cable Communications, Inc.

Attn: Vice President Government & Community Relations
330 Billerica Road
Chelmsford, MA 01824

with copies to:

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

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

or such other address as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Franchising Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) All required notices shall be in writing.

Section 16.12--NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635A(a) of the Cable Act, the Franchisee shall have no recourse against the Franchising Authority, the City and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal Franchise.

Section 16.13--CITY'S RIGHT OF INTERVENTION

The City hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal Franchise, or any provision in this Renewal Franchise; provided, however, that this section shall not restrict the right of the Franchisee to oppose such intervention, pursuant to applicable law.

Section 16.14--TERM

All obligations of the Franchisee and the Franchising Authority set forth in the Renewal Franchise shall commence upon the Effective Date of this Renewal Franchise and shall continue for the term of the Renewal Franchise, except as expressly provided for otherwise herein.

Section 16.15--NO THIRD PARTY BENEFICIARY

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public, Person or private entity not a party to this Renewal Franchise and any such member of the public, Person or private entity shall not have third party status hereunder to enforce the terms of this Renewal Franchise.

EXHIBIT 1

CABLE SYSTEM TECHNICAL SPECIFICATIONS

TITLE 47--TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1) (i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of 0.0133 (Z) millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of

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0.00662(Z) millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

(i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;

(ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (e.g., 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, etc.); and

(iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (e.g., baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a) (7) (i), (a) (7) (ii) and (a) (7) (iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the

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cable operator may use specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of 0 IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	limit (micro-volt/	Signal leakage Distance in meters (m) meter)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent

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than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Franchisee shall provide the following broad categories of Programming:

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

For informational purposes, it is the Franchisee's intention to have the following channel line-up upon the Effective Date of the Renewal Franchise, subject to applicable law and the Franchisee's editorial discretion.

(Comcast current lineup to be inserted)

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EXHIBIT 3

FREE DROPS AND MONTHLY SERVICE

TO PUBLIC BUILDINGS AND SCHOOLS *

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge in accordance with Section 6.6:

FIRE DEPT, NASHUA	124 SPIT BROOK RD	NASHUA
NASHUA CHILDREN	86 CONCORD ST	NASHUA
SCHOOL, ACADEMY OF LEARNING	4 GRAND AVE	NASHUA
SCHOOL, LEDGE STREET	139 LEDGE ST	NASHUA
LIBRARY, CHANDLER	257 MAIN ST	NASHUA
FIRE DEPT, NASHUA	COURT ST	NASHUA
ELEM SCHOOL, FAIRGROUND	37 BLANCHARD ST	NASHUA
SCHOOL, NORMAN CRISP DR.	50 ARLINGTON ST	NASHUA
SCHOOL, CHARLOTTE AVE	48 CHARLOTTE AVE	NASHUA
JR HIGH SCHOOL, PENNICHUCK	208 MANCHESTER ST	NASHUA
STREET SCHOOL, BROAD	390 BROAD ST	NASHUA
ELEM. SCHOOL, BIRCH HILL	17 BIRCH HILL DR	NASHUA
FIRE DEPT, NASHUA	2 CONANT RD	NASHUA
SCHOOL, AMHERST STREET	71 AMHERST ST	NASHUA
SCHOOL, MOUNT PLEASANT	10 MANCHESTER ST	NASHUA
ELEM. SCHOOL, DUNSTABLE	20 WHITFORD RD	NASHUA
WORKS, NASHUA PUBLIC	15 RIVERSIDE DR	NASHUA
SENIOR HIGH SCHOOL, NASHUA	36 RIVERSIDE DR	NASHUA
POLICE, NASHUA	PANTHER DR	NASHUA
MARSHALL, FIRE	229 MAIN ST	NASHUA
HIGH SCHOOL, ELM ST JR	117 ELM ST	NASHUA
ELEMT SCHOOL, BICENTENNIAL	296 E DUNSTABLE RD	NASHUA
ELEM. SCHOOL, BICENTENNIAL	296 E DUNSTABLE RD	NASHUA
SCHOOL, NEW SEARLES	39 SHADY LN	NASHUA
SCHOOL, SUNSET HEIGHTS	15 OSGOOD RD	NASHUA
NASHUA POLICE, SUB STATION	20 MAJOR DR	NASHUA
FIRE DEPT, NASHUA	38 LAKE ST	NASHUA
JR HIGH SCHOOL, FAIRGROUNDS	27 CLEVELAND ST	NASHUA
FIRE DEPT, NASHUA	177 LAKE ST	NASHUA
LIBRARY, NASHUA	2 COURT ST	NASHUA
FIRE DEPT, NASHUA	38 ARLINGTON ST	NASHUA
NASHUA CITY HALL	229 MAIN ST	NASHUA

* And any and all new municipal and/or Nashua Public School buildings that are constructed and/or put into use during the term of this Renewal Franchise.

EXHIBIT 4

NASHUA VIDEO ORIGINATION LOCATIONS

City Hall (2 ports)
229 Main Street
Nashua, NH 03064

1. City Hall Aldermanic Chambers
2. City Hall Auditorium
3. Nashua Fire Rescue Communication Center
38 Lake Street
Nashua, NH 03064
4. Nashua Fire Rescue – Lake Street Station
177 Lake Street
Nashua, NH 03064
5. Fire Station
[#] Spit Brook Road
Nashua, NH

1. Nashua High School North
10 Chuck Druding Drive
Nashua, NH 03063
2. Nashua High School South
30 Riverside Drive
Nashua, NH 03062
3. Nashua School District Administration Building
141 Ledge Street
Nashua, NH 03063
4. Nashua Public Library
2 Court Street
Nashua, NH 03064
5. Stellos Stadium
2 Riverside Street
Nashua, NH

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EXHIBIT 5

GROSS ANNUAL REVENUES REPORTING FORM

**COMCAST
NEW ENGLAND REGION**

CITY OF NASHUA

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	\$ [enter amount]
Advertising Revenue	\$ [enter amount]
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

Franchise Fee (3%) \$[enter % of total]
Access Fee (1%) \$ [enter % of total]

Franchise/Access Fee Due **\$ [enter total due]**

1 – Pay Service includes all Pay Channels and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

Date:

EXHIBIT 6

FCC CUSTOMER SERVICE OBLIGATIONS

TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION
PART 76--CABLE TELEVISION SERVICE
Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

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

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

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

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

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

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

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

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

(v) Customer service center and bill payment locations will be open at least during normal

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business hours and will be conveniently located.

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

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

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

SIGNATURE PAGE

In Witness Whereof, this Renewal Franchise is hereby issued by the Board of Mayor and Aldermen of the City of Nashua, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Massachusetts/New Hampshire/Ohio, Inc. this ___th day of September, 2015, to become effective on October 1, 2015.

City of Nashua, New Hampshire

Donnalee Lozeau Mayor

Comcast of Massachusetts/New Hampshire/Ohio, Inc.

Lisa Pitcher
Regional Senior Vice President
Greater Boston Region