"THE RECREATION CENTER OF NEW HAMPSHIRE"

TOWN OF GILFORD
BOARD OF SELECTMEN
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NOTICE OF PUBLIC HEARING
BOARD OF SELECTMEN
BREEZELINE CABLE TV FRANCHISE RENEWAL

Wednesday, July 22, 2026
6:00pm
Gilford Town Hall – Conference Room

The Gilford Board of Selectmen will be holding a public hearing pursuant to the provisions of RSA 53-C on a proposed cable television franchise renewal agreement with Breezeline for a ten year term as of January 1, 2026.

It is important to note that under state and federal law, the new franchise agreement does not regulate the following: (1) fees charged for cable services, (2) channel offerings, or (3) anything to do with internet services. The agreement only governs the terms and conditions related to the delivery of cable television video and audio signals.

Copies of the proposed franchise agreement are available at the Selectmen's Office or on line at www.gilfordnh.gov. Copies will also be made available at the public hearing. Any interested person may attend this public hearing and submit testimony or make inquiries related thereto.

CABLE TELEVISION FRANCHISE

Granted By

THE TOWN OF
GILFORD,
NEW HAMPSHIRE

Granted To

COGECO US (NH-ME), LLC, d/b/a

BREEZELINE

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TOWN OF GILFORD, NH FRANCHISE

INTRODUCTION

WHEREAS, COGECO US (NH-ME), LLC, d/b/a BREEZELINE (formerly known as Atlantic Broadband (NH-ME), LLC), successor in interest to MetroCast Cablevision of New Hampshire, LLC (the "Franchisee" or "Breezeline"), is the duly authorized current holder of a cable television franchise authorizing the construction and operation of a cable communications system in the Town of Gilford, New Hampshire (hereinafter "**Town**"), said franchise having originally commenced on June 22, , and having then been renewed effective January 1, 2014, and extended by mutual agreement to December 31, 2024 (the "**2014 Franchise**"); and

WHEREAS, Breezeline filed a timely request for a renewal of its 2014 Franchise by letter dated January 15, 2021, in conformity with Applicable Law (as defined below); and

WHEREAS, the Town Board of Selectmen, as the Franchising Authority, finds that it is in the public interest to renew the 2014 Franchise in light of Breezeline's past performance, compliance with the terms of the 2014 Franchise, and based on the Town Board of Selectmen's finding that the terms contained in Breezeline's request for renewal of the 2014 Franchise reasonably meet the future cable television related needs of the Town; and

WHEREAS, there has been an opportunity for public comment on Breezeline's franchise renewal proposal, as required by Section 626 of the Communications Act (as defined below); and

NOW THEREFORE, after due and full consideration of Breezeline's franchise renewal proposal and the mutual promises contained herein, the Town Board of Selectmen and Breezeline intending to be legally bound hereby agree as follows:

ARTICLE 1

DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

(a) Access Channel – means a Channel which Franchisee shall make available to the Town for the purpose of transmitting PEG Access Programming.

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

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

(d) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Gilford, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with Section 653 of the Cable Act, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

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

(f) Drop – means the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(g) Digital Starter Service – means the tier of service which currently includes Basic Cable Service and expanded basic programming.

(h) Effective Date – means the date when the agreement is fully executed by both parties.

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

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

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

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

(m) Franchisee – means COGECO US (NH-ME), LLC, d/b/a BREEZELINE, or any successor or transferee in accordance with the terms and conditions in this Franchise.

(n) Gross Annual Revenue – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of Gilford to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees, leased access fees and net advertising (less agency fees) on a pro rata basis and home shopping revenue on a pro rata basis. Gross Annual Revenue shall not include refundable deposits, bad debt, late fees, investment income, or any taxes, fees or assessments imposed or assessed by any governmental authority and collected by Franchisee on behalf of such entity.

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

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

(q) PEG Access Programming or Access Programming – means (i) ”Educational”: Non-commercial programming produced by the Town of Gilford Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) “Governmental”: Non-commercial programming produced by Town of Gilford departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) “Public”: non-commercial programming produced by the residents of the Town of Gilford, or produced by an access corporation or non-profit corporation operating within the Town of Gilford, and other non-commercial programming not ordinarily offered by operators of cable systems.

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

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

(t) Public Way – means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Gilford, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Gilford for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(u) Signal – mean any transmission which carries Programming from one location to another.

(v) Standard Installation – means the standard three hundred foot (300') aerial Drop connection to the existing distribution system.

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

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

(y) Town – means the Town of Gilford, New Hampshire.

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

(aa)

ARTICLE 2

GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

(a) Pursuant to the authority of RSA Chapter 53-C and the Cable Act, the Franchising Authority hereby grants a non-exclusive Franchise to COGECO US (NH-ME), LLC, d/b/a BREEZELINE, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Gilford. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

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

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

SECTION 2.2 - TERM: NON-EXCLUSIVITY

The term of this non-exclusive Franchise shall be for a period of ten (10) years. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal laws, as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

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

SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE

Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways; provided, however, that in accordance with RSA Chapter 53-C as it may be amended, no such franchise agreement shall contain terms or conditions more favorable or less burdensome than those in any existing Franchise within the Town, when such terms are taken as a whole.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Franchise shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable Television System, Franchisee, or this Franchise, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. Any conflict between the terms of this Franchise and any present or future exercise of the municipality's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

SECTION 2.6 - POLE AND CONDUIT ATTACHMENT RIGHTS

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

Public Ways, subject to the lawful exercise of the authority of the Town to approve the location of all installations in the Public Ways, and subject to the Town's lawful use of the Public Ways.

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

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

ARTICLE 3

SYSTEM SPECIFICATIONS & CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) The Franchisee shall make Cable Service available to every residential dwelling unit in the Town in accordance with Section 3.1 (c) and (d) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and MDU access agreements and will comply with applicable State laws and regulations.

(b) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the Town containing fifteen (15) dwelling units or more per aerial mile or twenty (20) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof, both as measured from termination of the existing Trunk and Distribution System from which a usable signal can be obtained. For purposes of this section, a home shall only be counted as a “dwelling unit,” if such home is within three hundred (300’) feet of the Public Way.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than three hundred feet (300') from the existing aerial trunk and distribution system and additions thereto. The Franchisee may charge residents located more than three hundred (300') feet from the existing aerial trunk and distribution system, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than three hundred (300') feet from the existing Trunk and Distribution System, subject to Force

Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(d) The Cable Television System shall be further extended to all remaining areas in the Town that do not meet the requirements of Section 3.1(c) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation:

(C/LE) – (CA/P) = SC

* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;

* LE equals the number of dwelling units requesting Service in the line extension area and who subsequently pay a contribution in aid;

* CA equals the average cost of construction per mile in the Town;

* P equals the fifteen (15) dwelling units per aerial or twenty (20) dwelling units per underground mile of aerial plant; and

* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(e) Any dwelling unit owner located in an area of the Town without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 3.1 (c) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than fifteen (15) dwelling units per aerial or twenty (20) dwelling units per underground mile, both as measured from termination of the existing Trunk and Distribution System, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of dwelling units in the area and shall inform the requesting dwelling unit owner of the contribution in aid of construction (see Section 3.1 (d) above) that will be charged. The Franchisee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within ninety

(90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

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

(g) Notwithstanding the provisions of Section 3.1(c) and (e), the Franchisee shall promptly extend Cable Service to any areas under the jurisdiction of the Franchising Authority upon written request of the Franchising Authority, provided that (a) such extension is technically feasible and will not adversely affect the operation, financial condition, or market development of the Cable System; and (b) the Franchise Authority agrees to pay in advance for the total cost of such line extensions, (including cost of material, labor, permits, and easements). Upon completion of the project, the Franchise Authority shall be provided with a full accounting of actual costs incurred by the Franchisee for the purpose of adjusting the final invoice as may be necessary.

SECTION 3.2 - SUBSCRIBER NETWORK

(a) Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 860MHz.

(b) Notifications to Subscribers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. Part 76, at §§ 76.16.01, 76.1602, 76.1603 and 76.1619, as they may be amended.

(c) Franchisee shall also comply with the requirements of N.H. RSA 53-C:3-d, as may be amended, regarding annual notices to Subscribers and the Franchising Authority.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

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

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

SECTION 3.4 - EMERGENCY OVERRIDE

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

SECTION 3.5 - DELIVERY OF SIGNALS

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

SECTION 3.6 - SUBSCRIBER NETWORK CABLE DROPS

(a) Franchisee shall, within six (6) months of a written request, provide and maintain one Standard aerial Installation Drop, Outlet and Digital Starter Service at no charge to the Town, to each Public Building located along the existing cable route, as designated by the Franchising Authority within the Town, listed in **Exhibit A** attached hereto, provided such are considered to be a Standard Installation and absent any other unusual installation conditions or requirements. The Franchising Authority or its designee shall consult with a representative of Franchisee to determine the appropriate location for each Outlet prior to requesting that Franchisee install the free service. The parties agree that Franchisee will provide Digital Starter service to the locations identified in **Exhibit A** and has the right in accordance with applicable law to deduct the value of those services from franchise fees. Franchisee will notify the Town if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so.

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

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

(d)

ARTICLE 4

TECHNOLOGICAL & SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

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

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

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

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

(g) All lines, cables and distribution structures and equipment, including poles and towers, constructed by Franchisee for use as a Cable System within the Town shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems or other providers of Cable Services.

(h) Upon written notice from the Franchising Authority, Franchisee shall remedy a general deficiency with respect to the technical standards described herein within thirty

(30) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected.

SECTION 4.2 - REPAIRS AND RESTORATION

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

(b) Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as reasonably possible as before entry as soon as practicable, subject to all permitting and code specifications of general applicability. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within fifteen (15) business days, unless delayed by weather or events beyond the reasonable control of Franchisee, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, 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 4.3 - CABLE LOCATION

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

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Franchisee shall be entitled to reimbursement on a pro rata basis for any costs incurred by Franchisee for relocating utility poles or trenching for the placement of underground conduits, in the event that such reimbursement from public or private funds are made available to other users of the public right of way. In the event that such public or private funds are not available for the project, Franchise reserves the right to pass through such project costs in accordance with applicable law and regulation.

(c) In any area of the Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities or any part thereof, aerially or underground.

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

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158. In addition, Franchisee shall comply with all ordinances, laws or regulations of general applicability pertaining to designated historic districts in the Town.

SECTION 4.5 - BUILDING MOVES

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

SECTION 4.6 - PLANT MAPS

Upon written request by the Town, Franchisee shall within thirty (30) days provide to the Town a franchise area map of the Town, which will show those areas in which its facilities exist. Upon written request by the Town, Franchisee shall provide updated franchise area maps annually.

SECTION 4.7 - DIG SAFE

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

SECTION 4.8 - DISCONNECTION AND RELOCATION

(a) Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated company.

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

SECTION 4.9 - PROHIBITION AGAINST RESELLING OF SERVICE

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

SECTION 4.10 - EMERGENCY REMOVAL OF PLANT

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

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

SECTION 4.11 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company, unless for reasons of Force Majeure.

ARTICLE 5

PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. § 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in Exhibit **B**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

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

SECTION 5.3 - REMOTE CONTROLS

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

SECTION 5.4 - STEREO TV TRANSMISSIONS

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

SECTION 5.5 - CABLE CHANNELS FOR COMMERCIAL USE

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

ARTICLE 6

PEG ACCESS CHANNEL & TECHNOLOGY FUNDING

SECTION 6.1 - PEG ACCESS PROGRAMMING

The Franchising Authority and/or its designee(s) shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

SECTION 6.2 - PEG ACCESS CHANNELS

(a) Franchisee shall provide three (3) local Access Channels for broadcasting over the Cable System by the Town or its designee(s), one (1) to be used for governmental programming, one (1) to be used for educational programming, and one (1) to be used for public access programming.

(b) Throughout the duration of this Franchise, Franchisee shall provide the necessary transport connectivity and distribution on the Cable System to enable the Franchising Authority (or its designee) to operate a local Access Channel dedicated to government programming from the existing origination points on the existing Cable System, currently those locations listed on Exhibit C, designated by the Franchising Authority for cablecasting exclusively to Subscribers in the Town of Gilford; provided, however, Franchisee may cablecast the programming to areas outside of the Town if such cablecasting cannot be prevented as a result of the Cable System architecture. The Town shall be responsible for all costs associated with delivering an acceptable signal to the origination demarcation point, including all costs associated with the purchase, installation and operation of the compatible equipment necessary to deliver such signal. In the event that the Town chooses not to cablecast governmental programming, Franchisee may utilize the channel that would be otherwise be dedicated to governmental programming; provided, however, the Franchising Authority may, upon ninety (90) days written notice to Franchisee, resume (or start) cablecasting governmental programming consistent with the provisions herein. The Town shall pay

Franchisee in advance for any costs it incurs as a result of the Franchising Authority designating an origination point other than the origination point being designated on the Effective Date, if any, as set forth on Exhibit C, or using equipment that is not compatible with the technology being used by Franchisee during the term of this Franchise; provided, however, the Franchisee will use commercially reasonable efforts to work with the Franchising Authority (or its designee) to ensure that technology upgrades will be compatible with existing equipment. If the Town notifies Franchisee that it desires to start or resume cablecasting governmental programming, and the Town does not broadcast government programming within ninety (90) days of Franchisee's notification to the Town that it is capable of distributing such programming, the Town will reimburse Franchisee for all costs it incurred in preparing the required transport connectivity and distribution required hereunder.

(c) Throughout the duration of this Franchise, Franchisee shall provide the necessary transport connectivity and distribution on the Cable System to enable the Franchising Authority (or its designee) to operate a local Access Channel dedicated to educational programming from an existing origination point on the existing Cable System designated by the Franchising Authority for cablecasting exclusively to Subscribers in the Town of Gilford; provided, however, Franchisee may cablecast the programming to areas outside of the Town if such cablecasting cannot be prevented as a result of the Cable System architecture. The Town shall be responsible for all costs associated with delivering an acceptable signal to the origination demarcation point, including all costs associated with the purchase, installation and operation of the compatible equipment necessary to deliver such signal. In the event that the Town chooses not to cablecast educational programming, Franchisee may utilize the channel that would be otherwise be dedicated to educational programming provided, however, the Franchising Authority may, upon ninety (90) days written notice to Franchisee, resume (or start) cablecasting educational programming consistent with the provisions herein. The Town shall pay Franchisee in advance for any costs it incurs as a result of Franchising Authority designating an origination point other than the origination point being designated on the Effective Date, if any, as set forth on Exhibit C, or using equipment that is not compatible with the technology being used by Franchisee during the term of this Franchise, provided, however, the Franchisee will use commercially reasonable efforts to work with the Franchising Authority (or its designee) to ensure that technology upgrades will be compatible with existing equipment. If the Town notifies Franchisee that it desires to start or resume cablecasting educational programming, and the Town does not cablecast educational programming within ninety (90) days of Franchisee's notification to the Town that it is capable of distributing such programming, the Town will reimburse Franchisee for all costs it incurred in preparing the required transport connectivity and distribution required hereunder.

(d) Throughout the duration of this Franchise, Franchisee shall continue to provide the necessary transport connectivity and distribution on the Cable System to enable the Franchising Authority (or its designee) to operate a regional Access Channel dedicated to public access programming from an existing origination point situated at the Lakes Region Public Access TV base of operations (currently located at 65 Water Street, Suite #2, Laconia, NH, for cablecasting exclusively to Subscribers in the Town of Gilford; provided, however, Franchisee may cablecast the programming to areas outside of the Town. The Town shall be responsible for all costs associated with delivering an acceptable signal to the origination demarcation point, including all costs associated with the purchase, installation and operation of the compatible equipment necessary to deliver such signal. In the event that the Town chooses not to broadcast public access programming, Franchisee may utilize the channel that would be otherwise dedicated to public access programming, provided, however, the Franchising Authority may, upon ninety (90) days written notice to the Franchisee, resume (or start) public access programming over a dedicated local Access Channel. The Town shall pay Franchisee in advance for any costs it incurs as a result of Franchising Authority designating an origination point other than the origination point as referenced herein, or using equipment that is not compatible with the technology being used by Franchisee during the term of this Franchise, provided, however, the Franchisee will use commercially reasonable efforts to work with the Franchising Authority (or its designee) to ensure that technology upgrades will be compatible with existing equipment. If the Town notifies Franchisee that it desires to start or resume cablecasting public Access Programming, and the Town does not cablecast public Access Programming within ninety (90) days of Franchisee's notification to the Town that it is capable of distributing such programming, the Town will reimburse Franchisee for all costs it incurred in preparing the required transport connectivity and distribution required hereunder.

(e) Nothing herein shall preclude the Franchising Authority from agreeing with other municipalities served by Franchisee to combine their origination point(s) for local Access Channels; thereby reducing the total number of origination points to be provided by Franchisee. Provided, however, the Franchising Authority acknowledges and accepts that if a decision is made to combine its origination point(s) for local Access Channels with the origination point(s) of another municipality served by Franchisee, the programming originating from such combined origination point(s) will be distributed exclusively to all communities using such origination point(s), provided , however, Franchisee may cablecast the programming to areas outside the communities using such origination point(s) if such cablecasting cannot be prevented without the incurrence of any cost as a result of the Cable System architecture.

(f) In the event the Franchising Authority chooses to relocate an origination point after having been previously installed by Franchisee, the Franchising Authority shall provide a minimum of thirty (30) days written notice to Franchisee and all costs for such relocation shall be paid in advance by the Franchising Authority. Franchisee shall have a commercially reasonable amount of time to complete the relocation.

(g) Access Channels shall be designated as follows: governmental programming on Channel located in the 900's, for educational programming on Channel located in the 900's, and public access programming on Channel located in the 900's.

Franchisee shall not move or otherwise relocate the Access Channel positions as set forth herein, except upon thirty (30) days written notice to the Franchising Authority. Franchisee shall use its best efforts, in good faith, to minimize any such channel relocation.

(h) The Franchising Authority (or its designee) shall be responsible for the picture quality of all local Access Programming at the demarcation point, which shall be at the output of the device that the Franchising Authority shall purchase after first obtaining the Franchisee's prior approval that such device meets Franchisee's compatibility requirements. Franchisee shall be responsible for providing and maintaining the picture quality along with all necessary equipment and connectivity from the origination points. Franchisee shall monitor the local Access Channels to ensure the picture quality and video signals are maintained at standards commensurate with applicable FCC technical standards.

(i) Franchisee shall not exercise editorial control over the content of any local Access Channels, except as may otherwise be specifically allowed by law. In addition, use of channel capacity for local Access Channels, to the extent applicable, shall be provided in accordance with federal law, 47 U.S.C. § 531, and as further set forth herein. Franchisee shall provide the Franchising Authority (or its designee), upon reasonable request, technical advice on equipment to be used for Access Channel production and transmission of local Access Programming.

SECTION 6.3 - TECHNOLOGY FUNDING INTENTIONALLY OMITTED & I-Net

(a) In lieu of the Franchisee providing funding to the Franchising Authority in the total amount of Eighty-Four Thousand Dollars ($84,000) for technology in ten equal payments of Eight Thousand Four Hundred Dollars ($8,400), the Franchisee shall continue to own, operate and maintain, at its sole cost and expense, a fiber-optic institutional network to be utilized by the Town for municipal purposes. The I-Net shall be used exclusively to connect

Town and designated school buildings. The Franchisee's obligations in this Section shall not exceed eight thousand four hundred dollars per year, ($8,400.00), however, any additional costs may be borne by the Town upon written authorization based upon documentation for all applicable expenses incurred and cost estimates for work to be performed.

SECTION 6.4 – EQUIPMENT OWNERSHIP AND MAINTENANCE

The Town or its designee shall own and maintain all PEG Access equipment used to transmit such PEG programming as otherwise set forth herein pursuant to this Franchise.

SECTION 6.5 - PEG ACCESS CHANNEL(S) MAINTENANCE

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming

SECTION 6.6 - CENSORSHIP

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

SECTION 6.7 - 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 encoded and then transmitted from the PEG Access Origination Locations specified herein to the headend or hub, where such 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 properly switched electronically 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 its designee(s). The Franchisee shall not charge the Franchising Authority and/or its designee(s) 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 provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the Town and/or its designee(s) to the designated Downstream PEG Access Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

ARTICLE 7

CUSTOMER SERVICE & CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Franchisee shall comply with all applicable customer service regulations of the FCC (47 C.F.R. §§ 76.309; 1601, 1602, 1603 and 1619) as they exist or as they may be amended from time to time. Unless otherwise approved by the Town, which approval shall not be unreasonably withheld, conditioned or delayed, or for any reason of Force Majeure, per Section 10.2 below, the Franchisee will open and maintain a customer service office in one of the following Lakes Region communities: Alton, Belmont, Franklin, Gilford, Gilmanton, Laconia or Northfield within six (6) months of the Effective Date, per RSA 53-C:3-a, VII, and RSA 53-C:3-c, II.

SECTION 7.2 - CONSUMER COMPLAINT

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

SECTION 7.3 - SERVICE INTERRUPTIONS

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

SECTION 7.4 - PROTECTION OF SUBSCRIBER PRIVACY

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

SECTION 7.5 - PROPRIETARY INFORMATION

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

SECTION 7.6 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee's employees and contractors, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee. All of Franchisee's vehicles or Franchisee's contractors' vehicles which have direct contact with customers shall be placarded to identify them. Agents and contractors hired by Franchisee to perform any substantial work on the Cable System in the Town shall reasonably inform the Town's Police Department of the general work location within the Town and provide relevant vehicle identification prior to commencing such work.

SECTION 7.7 - TERMINATION OF SERVICE

(a) In the event a Subscriber's Cable Service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber within forty-five (45) days of such termination provided, in the instance when the Subscriber is relocating, Subscriber has provided Franchisee a forwarding address and returned any equipment the subscriber has rented from the Franchisee has been returned.

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

(i) Franchisee's billing practices and policy statement set forth the conditions under which an account will be considered overdue; and

(ii) The Subscriber's account is at least thirty (30) days delinquent.

ARTICLE 8

PRICES & CHARGES

SECTION 8.1 - PRICES AND CHARGES

All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be subject to regulation in accordance with applicable FCC's rate regulations and federal law, currently 47 U.S.C. § 543. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

ARTICLE 9

REGULATORY OVERSIGHT

SECTION 9.1-FRANCHISE FEE PAYMENTS

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to three percent (3%) of Franchisee's Gross Annual Revenues, derived during each year of this Franchise. The Franchising Authority shall have the option, to be exercised by vote of the Board of Selectmen at a public meeting, and made known to Franchisee in writing, to increase the Franchise Fee by not more than one percent (1%) annually as described herein, not to exceed five percent (5%) of Gross Annual Revenue as defined herein. The Franchisee shall have (90) days to implement the request.

(b) Franchisee's payments to the Town shall be made on a quarterly basis forty-five (45) days after the close of the previous quarter. The first and last payments shall be prorated, if necessary, to reflect the time period for which this Franchise is in effect.

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

(d) Each payment shall be accompanied by a statement of the Gross Annual Revenues and a statement certifying the factual basis for payment, including a breakdown by category of Franchisee's Gross Annual Revenues upon which such payment is based. The Franchising Authority may designate in writing one or more particular accounts or funds, including any non-capital reserve fund duly established, to which Franchisee shall direct Franchise Fees due hereunder.

(e) The Franchising Authority may, within twenty-four (24) months of receipt of any Franchise Fee payment, conduct an audit of all of Franchisee's financial records relevant to the Gross Annual Revenue, and Franchisee shall make such information available to the

Franchising Authority or its agent(s). If, after such audit an additional fee is owed to the Franchising Authority, such fee shall be paid within thirty (30) days after such audit and the Franchisee shall contribute to the costs of such audit in an amount not to exceed One Thousand Dollars ($1,000.00). The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. In the event any such audit reveals an overpayment, then the Town shall remit back to the Franchisee such overpaid amounts in a timely manner.

SECTION 9.2 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within timely (best efforts of ten (10) business days) receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9.3 - INSURANCE

(a) Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000) and Two Million Dollars ($2,000,000) on account of injury to or death of any number of Persons in any occurrence. The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars ($1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

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

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

SECTION 9.4 - PERFORMANCE BOND

(a) Franchisee has submitted and shall maintain throughout the duration of this Franchise and any removal period a performance bond in the amount of Twenty-Five Thousand Dollars ($25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms; subject to Section 9.8 herein (Notice and Opportunity to Cure):

(i) The satisfactory completion of the construction and operation of the Cable System in the time schedule provided herein;

(ii) The satisfactory restoration of pavements, sidewalks and other improvements;

(iii) The satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;

(iv) The indemnification of the Town; and

(v) The satisfactory removal or other disposition of the Cable System.

Franchisee shall not reduce the amount of or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.4(a) herein without the Franchising Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

(b) The total amount of the bond shall be forfeited in favor of the Town in the event:

(i) Franchisee abandons the Cable System or any part thereof at any time during the term of the Franchise; or

(ii) There is any change in ownership or control of the Franchisee, the Franchise, or the Cable System in non-compliance with the provision of this Agreement; or

(iii) Franchisee fails to purchase and maintain insurance as required by this Agreement; or

(iv) Franchisee fails to perform its obligations under this Agreement or in any way violates the terms of this Agreement.

(c) The Town may draw upon this bond and may otherwise recover any and all penalties due to the Town and any and all damages, losses, costs, and expenses suffered or incurred by the Town resulting from the failure of Franchisee to comply with one or more provisions of this Section 9.4. Such losses, costs, and expenses shall include, but not be limited to, reasonable attorneys' fees and other legal, consulting, and auditing expenses.

SECTION 9.5 - REPORTS

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

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - REVOCATION OF FRANCHISE

This Franchise may be terminated by the Town, after notice and opportunity to cure pursuant to Section 9.8 hereof and after a duly noticed public hearing, for any of the following reasons:

(a) For failure to file and maintain the performance bond as described in Section 9.4 (Performance Bond) or to maintain insurance as described in Section 9.3 (Insurance);

(b) A violation of any material obligation of Franchisee which remains uncured for thirty (30) calendar days after written notice from the Town, except as otherwise provided in this section;

(c) Repeated failure to maintain signal quality under the standards required by this Franchise, or by the FCC, whichever is more stringent;

(d) For any transfer or assignment of the Franchise made in violation of Section 9.9 herein;

(e) For repeated failure to comply with the material terms and conditions of the Franchise;

(f) For failure to pay the Franchise Fee within thirty days (30) calendar days after the due date.

The Town shall have given the Franchisee ninety (90) days' notice, in writing, of its intent to terminate. Except as to subsection (e) above:

(i) If the Franchisee is contesting the validity of a claim of default in court, then any termination shall be delayed pending the outcome of the litigation;

(ii) If the Franchisee has defaulted due to a Force Majeure beyond the control of the Franchisee, this Franchise shall not be terminated and shall remain in effect as long as the Franchisee demonstrates to the Franchising Authority that it is diligently working to correct the default and the Franchisee provides an acceptable schedule to cure said default.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have sixty (60) 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 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 sixty (60) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at thirty (30) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured. The Franchising Authority shall issue a written acknowledgement after Franchisee's notice that it cured said default.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required sixty (60) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided with a reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

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

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to Section 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing pursuant to Section 9.8(c) above; and/or (iv) the Franchising Authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void. Nothing in this subparagraph will prohibit the Town from issuing a new notice of default based upon the same underlying default pursuant to Section 9.8.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

This Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in the Franchise or in the Cable System in order to secure indebtedness, or for a transfer of the Franchisee's interest in the Cable System to another entity directly or indirectly owned or controlled by COGECO US (NH-ME), LLC, d/b/a BREEZELINE. Within thirty (30) days of receiving a request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Franchisee in writing of the additional information, if any, that it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

SECTION 9.10 - REMOVAL OF SYSTEM

Upon termination of this Franchise or of any renewal hereof by passage of time or otherwise, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority shall cause all or part of same to be removed at Franchisee's expense.

SECTION 9.11 - INCORPORATION BY REFERENCE

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

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising

Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.12- NO THIRD PARTY BENEFICIARIES

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

SECTION 9.13 - ANNUAL TOWN REVIEW AND REPORT

(a) At the Town’s written request for each occurrence, the Franchisee will attend an annual meeting with the Town Selectmen or its designee to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

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

SECTION 10.3 - NOTICES

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

Town of Gilford
Attn: Town Administrator
47 Cherry Valley Road
Gilford, NH 03249

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

COGECO US (NH-ME), LLC, d/b/a BREEZELINE
Director of Regional Operations
21 Jarvis Road
Rochester, NH 03868

With a copy to:

COGECO US (NH-ME), LLC, d/b/a BREEZELINE
SVP & General Counsel
10785 Marks Way
Miramar, Florida 33025

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

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

SECTION 10.5 - CAPTIONS

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

SECTION 10.6 - APPLICABILITY OF FRANCHISE

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

SECTION 10.7 - WARRANTIES

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

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

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

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

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

SIGNATURE PAGE

In Witness Whereof, the Franchise is hereby issued as of _______________, 2024 by the Board of Selectmen of the Town of Gilford, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by COGECO US (NH-ME), LLC, d/b/a BREEZELINE.

TOWN OF GILFORD, NH
By:

____
Dale Channing Eddy, Chair, Board of Selectman

____
Gus Benavides, Vice Chair, Board of Selectman

____
Richard A. Grenier, Clerk, Board of Selectman

FRANCHISEE:

COGECO US (NH-ME), LLC
d/b/a BREEZELINE

BY:

____

Name and Title: ________________________________

EXHIBIT A

COURTESY DROPS TO PUBLIC BUILDING ON THE CABLE SYSTEM

Public Buildings	**Address**
Gilford Elementary School	76 Belknap Mountain Road
Gilford Fire Station	39 Cherry Valley Road
Gilford High School	88 Alvah Wilson Road
Gilford Ice Rink	40 Varney Point Road
Gilford Meadows School	Intervale Road
Gilford Middle School	88 Alvah Wilson Road
Gilford Police Station	47 Cherry Valley Road
Gilford Public Library	31 Potter Hill Road
Gilford Public Works Department	55 Cherry Valley Road
Gilford SAU Office	2 Belknap Mountain Road
Gilford Solid Waste Center	100 Recycle Way
Gilford Town Beach	40 Varney Point Road
Gilford Town Hall	47 Cherry Valley Road
Glendale Police Station	33 Dock Road
Rowe House	88 Belknap Mountain Road

EXHIBIT B

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

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

EXHIBIT C

ACCESS PROGRAMMING ORIGINATION POINTS

Gilford Town Hall	47 Cherry Valley Road
Gilford Elementary School	76 Belknap Mountain Road