CABLE TV FRANCHISE AGREEMENT

Between the

Town of Berwick, Maine

and

Comcast of Maine/New Hampshire, Inc.

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Administrative Issues

1. Statement of Agreement

This Franchise Agreement (the "Agreement") is made and entered as of April 3, 2018 between the Town of Berwick, (hereinafter "Franchise Authority or The Town"), Maine and Comcast of Maine/New Hampshire, Inc. (hereinafter "Franchisee" or "Comcast) a New Hampshire corporation organized and existing in good standing under the laws of the State of Maine.

2. Title

This Franchise Agreement shall be known and cited as the "Renewal Cable Television Franchise Agreement between the Town of Berwick, Maine and Comcast". Within this document it shall also be referred to as "this Franchise" or "the Franchise".

3. Parties

A. Town

1.	Name:	Town of Berwick
2.	Contact:	Town Manager
3.	Mailing Address:	11 Sullivan Street, Berwick, ME 03901
4.	Telephone	(207) 698-1101

B. Franchisee

1.	Name:	Comcast of Maine/New Hampshire, Inc.
2.	D/B/A:	Comcast
3.	Contact:	Vice President, Government & Regulatory Affairs
4.	Mailing Address:	181 Ballardvale St. Wilmington, MA 01887
5.	Telephone:	(978) 267-4275

C. Franchisee Local Business Office

As required by 30-A M.R.S.A. §3010 (1)(B) and 47 CFR §76.309(c)(1)(v), Franchisee shall maintain a conveniently located business office that must be open during usual business hours and have a listed toll-free telephone number capable of receiving complaints, requests for adjustments and service calls.

1. Business Office Address: 180 Greenleaf Ave.
Portsmouth NH 03801
2. Toll-free Customer Service Number: 1-800-Comcast (266-2278)

D. Addresses

Such addresses may be changed by either party upon 30-days prior written notice to the other party.

4. Notices (Communications)

All notices required to be provided in this Agreement shall be provided in writing via e-mail, overnight or certified mail to:

1. Franchisee: to the Franchisee contact at the mailing address in Section 3b
2. Town: to the Town contact at mailing address in Section 3(a)

5. Grant of Authority

Pursuant to the authority in 30-A M.R.S.A. §3008 and 3010, and subject to the terms and conditions set forth herein, the Town of Berwick as the Local Franchise Authority, hereby grants a non-exclusive, revocable cable television franchise to Comcast authorizing and permitting the Franchisee to own, construct, upgrade, install, operate and maintain a Cable Television System within the Town of Berwick.

A. Franchise Area

Franchisee is hereby granted by the Town, where it has the right to do so, the right and privilege to own, construct, reconstruct, erect, operate and maintain, in the Town of Berwick (herein called the "Franchise area" or the "Town"), in, upon, along, across, above, over and under the Rights of Way now laid out or dedicated, and all extensions thereof and additions thereto, poles, wires, cables, optical fibers, underground conduits, manholes and other television and radio conductors and fixtures necessary for the installation, maintenance and operation of a Cable System. In the event of annexation by the Town, any new territory shall become part of the area covered upon sixty (60) days advance written notice by the Town to the Franchisee.

B. Limited Grant

The license is intended to convey limited rights and interests only as to those Rights-of-Way in which the Town has an actual interest. It is not a warranty of title or interest in any Right-of-Way; it does not provide Franchisee any interest in any particular location within the Right-of-Way; and it does not confer rights other than as expressly provided in the grant. The license does not deprive the Town of any powers, rights, or privileges it now has or may later acquire in

the future to use, perform work on, or to regulate the use of, and to control the Right-of-Way in a non-discriminatory manner as to all users of the rights of way, including without limitation the right to perform work on its roadways, Right-of-Way or appurtenant drainage facilities, including but not limited to, constructing, altering, removing, paving, widening, grading, or excavating.

C. Non-Exclusivity

Franchisee's rights and privileges are non-exclusive and the Town expressly reserves the right to grant other such franchise agreements in the Town provided, however, that any such additional franchise shall not be on terms and conditions that are materially more favorable or less burdensome than those provided for herein.

D. Eminent Domain not Conferred

No privilege or power of eminent domain is bestowed to Franchisee by the Town by this grant of this Franchise.

6. Term

This Franchise shall commence on April 1st ,2018 (the "Effective Date"), and shall expire fifteen (15) years thereafter, on March 31st 2033, unless renewed, revoked or terminated sooner as herein provided.

7. Governing Law

This Franchise Agreement shall be governed by and be subject to federal law, all applicable FCC rules and regulations and the laws and rules of the State of Maine. Franchisee shall be subject to the jurisdiction of the courts of the State of Maine in any suit arising out of this Franchise Agreement except that this provision shall not limit Franchisee's right to initiate a proceeding or to remove a proceeding to the United States District Court for the District of Maine.

8. Effect of Acceptance

By accepting the Franchise, Franchisee and the Town: (1) acknowledge and accept each party's legal right to execute and enforce the Franchise; and (2) accept and agree to comply with the provisions of this Agreement and generally-applicable, non-discriminatory municipal ordinances; and (3) neither party will raise any procedural claims attempting to invalidate the agreement.

9. Definitions

For the purpose of this Franchise Agreement, 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, words used in the present tense included 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, except where noted. Where the following definitions are in conflict with definitions in law, it is the express intent that the definition in applicable Federal or State law shall take precedence.

1. **Affiliate or Affiliated Person:** An entity which owns or controls, is owned or controlled by, or is under common ownership with a Cable Operator.

2. **Area Outage:** An area outage occurs when cable or equipment is damaged, fails, or otherwise malfunctions (collectively called "malfunctions"), and ten or more Subscribers receiving services from that section of cable or that equipment receive unusable or no service as a result of that malfunction.

3. **Basic Cable Service:** The lowest service tier transmitted to all Subscribers, which includes, at a minimum, (a) all signals of domestic television broadcast stations entitled to "must carry" status under FCC rules, and (b) any public educational and governmental programming required by this Franchise Agreement to be carried on the basic tier.

4. **Broadcast:** Over-the-air transmission by a radio or television station.

5. **Cable Act:** Cable Communications Policy Act of 1984 (the "1984 Cable Act"), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), Public Law No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Public Law No. 104-104, 110 Stat. 56 (1996), as the same may be amended from time to time .

6. **Cablecast:** Programming (exclusive of Broadcast signals) carried on the Cable System.

7. **Cable Service or Service:** The one-way transmission to Subscribers of video programming or other programming service, together with Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

8. **Cable System:** Shall be defined in accordance with Section 602 of the Cable Act. A facility consisting of a set of closed transmission paths and associated signal generation, reception and control equipment designed to provide Cable Service (including video programming) to multiple Subscribers within a head-end service area. This shall mean the facility serving the Town owned, constructed, installed,

operated and maintained by Franchisee, 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 this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

9. **Channel or Video Channel:** A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

10. **Company or Franchisee:** Any Person or Persons owning, controlling, operating, managing or leasing a Cable System within the Town, pursuant to any Franchise granted to it by the Town. This term shall include any lawful successor(s) to the interest of such Person or Persons where consent to such successor(s) is approved under any applicable terms of the Franchise Agreement.

11. **Contractor or Subcontractor or Agent:** Any person or entity who or which directly or indirectly works for or is under the direction of "The Franchisee" for the purpose of installation or repair of any portion of the Franchisee's Cable system in the Town.

12. **Conveniently Located:** A Franchisee office that is located as agreed by both parties.

13. **Converter:** A special tuner or device attached to the Subscriber's television set that expands reception capacity and/or unscrambles coded signals distributed over the Cable System.

14. **Designated Access Provider:** The entity or entities which may be designated from time to time by the Town to provide PEG access to the residents of the Town of Berwick.

15. **Downstream Channel:** A channel over which Signals travel from the Cable System Head end to an authorized recipient of programming.

16. **Downstream Transmission:** Signals traveling from the head-end to the Subscriber's location.

17. **Drop or Cable Drop:** The interconnection between each home or building and the feeder cable of the Cable System.

18. **FCC:** The Federal Communications Commission or any successor agency.

19. **Feeder Cable:** The cable, connected to trunk cable, from which cable television signal service is distributed to multiple Subscribers, as distinguished from trunk cable (which distributes cable television service throughout the Franchise area) and drop cable.

20. **Franchise Agreement:** The non-exclusive Cable Television License to be granted to Franchisee by this instrument to include the right, privilege and franchise to construct, operate and maintain a Cable System, and appurtenances or parts thereof, in the Streets, roads, alleys, and other Public Ways of the Town.

21. **Gross Annual Revenue:** Revenue of any form or kind received by the Franchisee from the carriage of Cable Service over the Cable System service the Town of Berwick including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; fees paid for pay and/or pay-per-view services, installation, reconnection, downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases and/or sales; all home shopping service(s) revenues; and advertising revenues. Gross Annual Revenue shall not include any taxes or fees other than franchise fees on services furnished by Franchisee imposed directly on any Subscriber or user by any governmental unit and collected by Franchisee for such governmental unit. In the event that an Affiliate is responsible for advertising on the Cable System in the Town, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues excluding commissions and/or applicable agency fees, paid to the Franchisee by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. It is the intention of the parties here to that Gross Annual Revenues shall only include such revenue of Affiliates and/or Persons relating to the provision of Cable Service over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to Cable services. Gross Annual Revenue shall be computed in accordance with Generally Accepted Accounting Principles.

22. **Head-end:** A Franchisee owned or leased facility through which Broadcast and cablecast signals are electronically acquired, translated, or modified for distribution over the Cable System.

23. **Interactive Service:** Any service that offers to Subscribers the capability of both transmitting and receiving Signals of any kind.

24. **Leased Channel or Leased Access:** A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

25. **Municipality, Town or Franchise Authority**: The Town of Berwick, Maine, or its successor.

26. **Origination Point:** A connection to the cable system which is provided to allow for live or recorded programming to be transmitted from that location Upstream to the Head-end and from there Downstream to the Subscribers over one or more access channels, also referred to in this Agreement as a return feed.

27. **Other Programming Service:** Information that Franchisee may make available to all Subscribers generally.

28. **Outlet:** An interior receptacle, generally mounted in a wall, that connects a subscriber's or user's television set to the Cable System.

29. **Parent:** When used in reference to Franchisee, any Person holding direct or indirect ownership or control of thirty percent (30%) or more of the rights of control of Franchisee; and any Person holding such ownership or control of a Parent to Franchisee.

30. **Pay Cable or Premium Service:** Optional programming delivered for a fee or charge to Subscribers on a per-channel basis, or as a package of services.

31. **Pay-Per-View:** Programming delivered for a fee or charge to Subscribers on a per-program or time basis.

32. **PEG or PEG Programming:** Public, Educational, and Governmental programming used in conjunction with Access Channels, support and facilities.

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

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

35. **Public Building:** All state accredited public schools, police and fire stations, public libraries, Town Hall, and other public buildings owned or leased by the

Town, but shall not include buildings owned by the Town but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

36. **Public Way, Streets or Rights-of-Way:** The surface of, and the space above and below, any public Street, highway, bridge, land path, alley, court, boulevard, sidewalk, parkway, 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 Town, in the Town which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. "Street" or "Public Way" shall also mean any easement now or hereafter held by the Town within the Town for the purpose of public travel, or for utility or public service use dedicated for public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing or transmitting the Franchisee's Cable Service or other service 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. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Town shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

37. **Signal:** Any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.

38. **State:** The State of Maine.

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

40. **Subscriber Network:** The 750 MHz (or greater) bi-directional-capable network to be owned and operated by the Franchisee, over which Cable Service(s) can be transmitted to Subscribers.

41. **Transfer:** The disposal by the Franchisee directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of the ownership or control of the System or of the Franchise Agreement to a Person, or a group of Persons acting in concert.

42. **Two-way Capability:** The ability to transmit Signals upstream and downstream on the Cable System.

43. **Upstream Channel:** A channel over which Signals travel from an origination point to a system distribution point.

44. **Upstream Transmission:** Signals traveling from origination points on the Cable System to a cable distribution point.

10. Construction and Maintenance

A. General Provisions

1. Quality

In the construction, reconstruction, maintenance and repair of the Cable System, Franchisee shall ensure the Cable System meets the rules and regulations of the Federal Communications Commission.

2. Compliance with Laws and Regulations

All work, including all working conditions and facilities, associated with the construction, operation, maintenance, repair and removal of the Cable System shall comply with:

a. All applicable Federal Laws, Rules and Regulations;

b. All applicable State Laws, Rules, Regulations and Codes, including building and electrical codes; and,

c. All generally applicable ordinances, including zoning ordinances, of the Town.

Franchisee shall obtain all generally applicable permits before commencing any construction, reconstruction, repair, maintenance, or other work or property use in the public rights of way. Permits for emergency work shall be obtained as soon as possible, but in no event later than one business day after the work is begun. The grant of permits by the Town shall be timely and shall not be unreasonably withheld.

3. Public Ways Hazards

Any openings or obstructions in Streets or other municipal or public property made by Franchisee shall be guarded and protected at all times by the placement of adequate barriers, fences, boarding's, or other protective devices at the sole expense of Franchisee. During the periods of dusk and darkness, the protective devices shall be clearly designated by warning lights.

4. Tree Trimming

Franchisee shall have the authority to trim any trees upon and overhanging the Town's Streets or Public Ways to the minimum extent

necessary to prevent the branches of such trees from coming in contact with the wires and cables of Franchisee; provided that, except for incidental trimming done by Franchisee employees in the course of performing their other duties, any tree trimming within the rights of way of the Town's Streets and Public Ways done by Franchisee shall take place only after providing 48-hour notice to the Town manager. In performing tree trimming, Franchisee shall use its best efforts to avoid any unnecessary damage or injury to trees, and shall comply in all respects with any Town ordinances governing tree trimming.

5. Restoration of Damage

Franchisee, at its sole expense, shall restore all damage to property, both public and private, caused by the construction, operation, maintenance or repair of the Cable System, so as to return the damaged property to a condition as good as reasonably possible before the damage was done. Such restoration shall be made as soon as practicable after completion of work necessitating the restoration. Absent force majeure, such restoration shall be made insofar as reasonably possible within fifteen (15) business days, weather permitting, after Franchisee's receipt of notification from the owner of the property so damaged unless otherwise mutually agreed by Franchisee and the property owner; provided, that if any such damage involves curbs, sidewalks or driveways, the damage shall be repaired to the satisfaction of the Town (curbs and sidewalks) or the owner or tenant in possession of the property (driveways) within ten (10) business days. Franchisee shall provide the Town with immediate notice for any damage Franchisee causes to: Streets, water-mains, storm or sanitary sewers, or other public facilities. If Franchisee does not make the repairs to such public facilities, Franchisee shall be financially liable for the reasonable cost of any repairs. If Franchisee fails to make such restoration on a timely basis, the Town may fix a reasonable time for such restoration and repairs and shall notify Franchisee in writing of the restoration and repairs required and time fixed for performance hereof. Upon failure of Franchisee to comply within the specified time period, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by Franchisee upon demand by the Town.

6. Contractors, Subcontractors and Agents

All contractors, subcontractors and agents of Franchisee must be properly licensed under all applicable federal, state and local laws and regulations.

B. Cable System Location

1. Map of Physical Facilities

With reasonable advanced notice to Franchisee, the Town shall have the right to inspect street maps which identify the location of all trunk and feeder runs including underground. Said maps will be maintained by Franchisee and available upon request.

2. Location of System

Wherever available to Franchisee on reasonable terms and conditions, the distribution system shall use the existing facilities of the public utilities. Poles shall not be installed for the sole purpose of supporting a portion of the distribution system without written justification and approval of the Town, which approval shall not be unreasonably withheld, pursuant to the Town's generally applicable law, ordinances, rules and regulations.

a. Where the cable or wire facilities of the public utilities are installed underground, Franchisee shall install its cable distribution system underground. Vaults and pedestals shall be suitably landscaped.

b. In all areas where public utility lines are aerially placed, if subsequently during the term of this Franchise Agreement such utility lines are relocated underground, Franchisee shall similarly relocate its cable distribution system underground at its sole expense. If other owners of utility lines or other users are entitled to reimbursement for such relocation costs and the source of funding for said reimbursement allows it, Franchisee shall have its relocation costs reimbursed as well.

3. No Interference with Rights of Way

Except during temporary construction, installation, or maintenance activities, all lines, cables and distribution structures, and equipment, including poles and towers, erected, installed or maintained by Franchisee within the Town shall be located so as not to obstruct or interfere with the proper use of Streets and Public Ways and to cause minimum interference with the rights of property owners who abut any of the said Streets and Public Ways, and not to interfere with existing public utility installations. Franchisee shall not place new poles, towers or other obstructions in Streets or Public Ways, or relocate existing poles,

towers or other obstructions, without first obtaining the Town's approval, which approval shall not be unreasonably withheld. Franchisee shall have no vested right in any location, 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 or any future operation or location of said Streets or Public Ways by the Town for a municipal purpose.

Franchisee shall at all times comply with applicable state laws including but not limited to 35-A M.R.S.A. Chapter 25 (e.g., pole location permits) and 23 M.R.S.A. §2351(excavation permits).

4. Construction by the Town

If at any time during the term of this Franchise Agreement the Town shall elect to alter, or change the grade or location of any Street, or shall engage in any construction, reconstruction, widening, repairs or other public works in, on or under the Streets, Franchisee shall, upon reasonable notice by the Town, remove and relocate its poles, wires, cables, conduits, manholes and other fixtures ("fixtures") at its own expense, and in each instance comply with the Town's generally applicable, non-discriminatory standards and specifications. If other owners of utility lines or other users are entitled to reimbursement of costs for relocations required by this section and the source of funding for said reimbursement allows it, Franchisee shall have its relocation costs reimbursed as well.

5. No Interference with Other Fixtures

Franchisee shall not place fixtures above or below ground where the same will unreasonably interfere with any existing or fully permitted gas, electricity, telephone fixtures, water hydrants, or other utility use, and all such fixtures placed in or upon any Street shall be so placed as to comply with all generally applicable requirements of the Town or other state authority.

6. Temporary Relocations

Franchisee shall, on request of any Person holding a permit issued by the Town or other appropriate authority, temporarily move its fixtures to permit the moving or erection of buildings or other objects, with the expense of any such temporary removal to be paid in advance by the Person requesting same, and Franchisee shall be given reasonable notice to arrange for such temporary relocation. Franchisee shall bear any

expense to temporarily move its fixtures to permit the moving or erection of publicly owned or constructed buildings or other objects.

C. Communications

1. Franchisee Notice

Except in an emergency, and except for interruptions of four (4) hours or less, Franchisee shall give Subscribers at least 24 hours' notice, if practical, of any interruption of service for purposes of maintenance or repair. In an emergency, Franchisee shall give such notice as is reasonable in the circumstances. Notice given on the alphanumeric channels on Basic Cable Service shall be considered sufficient. During the rebuild of the Cable System, Franchisee shall not be required to provide 24 hour notice of any interruption of service if such interruption is the direct result of rebuild work. However, Franchisee shall be required to provide written notification to Subscribers and the Town of planned rebuild work schedules and when Subscribers may experience service interruptions in excess of four hours. Franchisee shall use its best efforts to minimize the length of any service outage due to the rebuild. Franchisee shall promptly notify the Town in writing of any significant interruption in the operation of the Cable System. For this purpose, a "significant interruption" shall mean any interruption of more than four hours to more than ten Subscribers.

2. Subscriber Requesting Maintenance

Subscribers may request maintenance at the Business Office of Franchisee or by calling the toll-free telephone number each of which is required by 30-A M.R.S.A. §3010(1)(B).

3. Franchisee Responses

Franchisee responses to such requests shall be governed by the applicable standards of the Federal Communications Commission and state law.

4. Subscriber-Owned Equipment Excluded

The requirements for maintenance and repair shall not apply to Subscriber television or radio receivers or other Subscriber-owned equipment.

11. Operations

A. Performance Standards

1. System Design

a. Within 30 days of the signing of this Franchise Agreement, Franchisee shall provide the Town with a description of the current system design and operational standards. Such description shall include at a minimum, Cable materials, (i.e. coaxial cable or fiber), the bandwidth capacity of the system in MHz, the channel capacity of the system, bi-directional capability, overall measured system reliability and performance in respect to FCC requirements and any other relevant standards that the Franchisee may wish to describe. This requirement does not preclude the Franchisee from providing this information to the Municipality in advance of the signing of this Franchise.

b. If the Franchisee elects to upgrade its system in the Franchise Area, the Franchisee shall notify the Town.

2. Operations

The Cable System shall be constructed, operated and maintained to comply with all applicable standards of the Federal Communications Commission.

B. Performance Testing

The Town is entitled to review copies of FCC Proof of Performance upon request.

C. Emergency Alert System

Franchisee shall comply in full with the requirements for an Emergency Alert System (EAS) as provided in FCC regulations, 47 CFR Part 11, and with any applicable State emergency notification requirements not preempted by Federal law.

D. Subscriber Antennae

Notwithstanding a required disconnection of Subscribers' existing antennae and down leads to receivers connected to the Cable System, Franchisee shall not remove or suggest to the Subscriber the removal of such antennae and down leads. Franchisee shall furnish to each Subscriber so requesting, at the Subscriber's expense, a switch permitting the Subscriber to change from cable reception to home antenna reception, and back, at the option of the Subscriber. Installation of such switches at the time of initial installation of service to a Subscriber shall be without charge other than for such purchase cost.

E. Video Recording Device/Cable Compatibility

Franchisee shall comply with applicable Federal Communication Commission standards for compatibility with consumer electronics equipment.

12. Insurance

A. Franchisee Insurance

1. Franchisee shall maintain insurance throughout the term of this Franchise and any removal period, with an insurance agency authorized to conduct business in the State of Maine, 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 for 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) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000.00) in umbrella form. Policy will contain a provision that the Town will be provided thirty (30) days written notice prior to any cancellation, material modification or non-renewal.

2. 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). Policy will contain a provision that the Town will be provided thirty (30) days written notice prior to any cancellation, material modification or non-renewal.

3. 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 the Franchisee. Policy will contain a provision that the Town will be provided thirty (30) days written notice prior to any cancellation, material modification or non-renewal.

4. Franchisee shall provide the Town with certificates of insurance upon execution of this Agreement or as otherwise provided by its insurance Franchisee.

B. Insurance to be provided by Subcontractors

All contractors and subcontractors shall provide adequate insurance coverage.

C. Indemnification of the Town

Franchisee hereby indemnifies and holds the Town, its selectmen, officers, agents, employees, members of boards and committees, with respect to the construction, installation, operation and maintenance of the Cable System, harmless from and against all expenses, losses and claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description, other than as a result of the negligence of the Town, including reasonable attorney's fees, resulting from claims, any act or omission of Franchisee, its agents or employees, in the construction, operation, maintenance, repair or service of its Cable System, or by reason of any suit or claim for royalties, license fees, or infringement of copyright or patent rights arising from Franchisee's performance under this Franchise Agreement. In the event of the commencement of any action against the Town, or its selectmen, officers, agents, employees, or members of boards and committees which is within the scope of this indemnification, the Town will give notice thereof to Franchisee within fifteen business days after the Town is formally served in any such action, and, after consultation with the Town, Franchisee will have the right to select and furnish counsel for the defense of any such action, at no cost or expense to the Town. The Town's failure to give timely notice to Franchisee of the commencement of any such action shall not relieve Franchisee of its obligations under this section unless such failure to give timely notice causes actual prejudice to Franchisee's ability to defend any such claim. Except for settlements involving only the payment of money, no settlement which creates an obligation for the Town, or any such action, or any claim therein, shall be made by Franchisee or by counsel selected by Franchisee without the approval of the Town, which approval shall not be unreasonably withheld. The extent of the indemnification agreement will not be limited by the requirements for liability insurance in this Agreement.

D. Indemnification of Franchisee

The Town will indemnify Franchisee for any and all claims arising out of programming of PEG channels, except where Franchisee or its agents or employees provided the programming.

E. Municipal Immunities

The provisions of this section, including the indemnity provisions in sub-sections C and D and the procurement by Franchisee of insurance policies meeting the requirements of this section 12, shall not be interpreted or construed to effect any waiver, suspension, release or alteration of or to any and all immunity or other immunities or damage limits as may be available to the Town by law.

13. Performance Bond

A. Performance Bond

Franchisee shall obtain and maintain during the term of this Franchise Agreement, at its sole cost and expense, and file with Town, an irrevocable performance bond, running to the Town, with a surety authorized to do business as a surety in the State of Maine, to guarantee the faithful performance by Franchisee of all of its obligations under this Franchise Agreement. Such performance bond shall be in the amount of at least twenty-five thousand dollars ($25,000).

B. Conditions

The performance bond shall provide, but not be limited to, the following conditions. There shall be recoverable by the Town, jointly and severally from the principal and surety, subject to the provisions in Section 24(C), within 30 days after written request by the Town, 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 the material provisions of this Franchise Agreement. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting and auditing expenses. Not less than thirty days' prior notice to the Town shall be provided of Franchisee's or the surety's intention to cancel, materially change, or not to renew the performance bond.

C. Forfeiture

Subject to the provisions in Section 23C, the total amount of the bond or security fund shall be forfeited in favor of the Town in the event Franchisee fails to complete any construction or rebuild obligations or breaches any material provision of this Franchise Agreement, after notice and opportunity to cure pursuant to section 28B

D. Replenishment

In the event that any portion of the performance bond is forfeited or withdrawn for any reason, Franchisee shall be required to post an additional bond or replenish the security fund in an amount equal to the forfeiture within 30 days of the date of the forfeiture or withdrawal. Failure to post an additional bond or replenish the security fund on a timely basis shall constitute a violation of a material provision of this Franchise Agreement within the meaning of Section 24 hereof.

E. Town Rights

The rights reserved to the Town with respect to the Performance Bond are in addition to all other rights of the Town, whether reserved by this Franchise Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such sections shall affect any other rights the Town may have.

14. Records and Reports

A. Availability of Records to the Town

Upon reasonable written notice to the Franchisee, the Town shall have the right to inspect Franchisee's books and records during Normal Business Hours and on a non-disruptive basis, as are reasonably necessary to ensure compliance with the material terms of this Franchise, including any federal, state, laws or regulations or generally applicable ordinances referenced herein. Records should be produced within 5 business days of receipt of written request, unless for good cause Franchisee responds that a longer amount of time will be needed. Such written notice from the Town shall specifically reference the section or subsection of the Franchise which is under review, so that Franchisee may organize the necessary books and records for appropriate access by the Town. Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its books and records not relating to the provision of Cable Service in the Franchise Area. The Town shall treat any information disclosed by Franchisee as confidential and shall only disclose it to employees, or the Town's agents bound by a confidentiality and non-disclosure agreement reasonably acceptable to Franchisee, or as may be necessary to enforce the provisions hereof. Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, and 47 USC §551.

Franchisee shall at all times after the Effective Date maintain:

1. Records of all written complaints for a period of two (2) years after receipt by Franchisee (The term "complaint" as used herein refers to complaints about any aspect of the Franchisee's service operations, Complaints recorded will not be limited to complaints requiring an employee service call.);

2. Records of area outages for a period of two (2) years after occurrence, indicating date, duration, and the number of Subscribers affected, type of area outage, and cause;

3. Records of service calls for repair and maintenance for a period of two (2) years after resolution by Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

4. Records of installation/reconnection and requests for service extension for a period of two (2) years after the request was fulfilled by Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

5. a map showing the area of coverage for the provisioning of Cable Services.

The Town reserves its right to copy books and records as allowed under FCC regulation.

B. Annual Report

Upon written request from the Town, Franchisee shall provide to the Town a summary of the Franchisee's activities in the Town for the previous calendar year including a summary of:

1. Total number of cable subscribers;

2. Total miles of new cable plant installed;

3. Total number of service calls indicating number of dispatches and number repaired;

4. Listing of all charges and fees for cable or cable-related services;

5. All area outages, including date and duration;

6. The total revenues upon which the franchise fee is paid, broken down by major category;

7. The total franchise fee for the year;

8. Equipment or equivalent funding provided to the PEG channels(s) (if any);

9. Other information Franchisee chooses to include.

C. Charges for Audits or Tests

If an inspection or audit of Franchisee's records shows that Franchisee underpaid the franchise fee by four percent or more for any payment period, Franchisee shall reimburse the Town for all reasonable costs including expert fees arising from the inspection or audit, and any additional inspection or audit until it is determined Franchisee is in full compliance. In addition, except as federal law prevents the Town from enforcing any standards, if it is determined that Franchisee has not materially complied with FCC technical standards, the Town shall have the right to charge all costs arising from these tests, including expert fees, to Franchisee until it is determined that Franchisee is in full compliance. Notwithstanding the foregoing, the obligation to pay the Town's costs for tests of the performance of the Cable System shall only arise if the Town's test is (1) a test of an area where Franchisee has represented that it has corrected a problem, and the problem was not in fact corrected; (2) a second test of an area by the Town, where Franchisee had been notified of the problem and been given an opportunity to cure it; or (3) where Franchisee challenged the validity of a Town test, and the Town agrees to retest, and the re-test confirms the validity of the initial Town test. These charges are incidental to the enforcement of the Franchise; they do not limit any right the Town may have to exercise any other remedy.

Municipal Benefits

15. Franchise Fee

A. Amount

Within ninety (90) days of the Effective Date, Franchisee shall provide a Franchise Fee to the Town or its designee, equal to five percent (5%) of Franchisee's Gross Annual Revenues. Upon ninety (90) days' notice to the Franchisee, the Town, by action of its Board of Selectmen, may increase or decrease the Franchise Fee, up to a maximum of five percent (5%) of Franchisee's Gross Annual Revenues.

B. Payment

Franchisee shall pay the Franchise Fee to the Town on a quarterly basis, no later than forty-five (45) days after the end of the calendar quarter for which payment is made. The payment for the last quarter of the last year of the term of this Franchise shall be due and payable forty-five (45) days after the end of that quarter. The quarterly payment shall include a statement showing the basis for the payment, including a breakdown by category (e.g., basic service, home shopping channels, advertising) and source of Gross Annual Revenues for the quarter.

Due Date	*Quarter*
May 15	First (January 1 – March 31)
August 15	Second (April 1 – June 30)
November 15	Third (July 1 – September 30)
February 15	Fourth (October 1 – December 31)

C. Late Payments

In the event that the fees herein required are not tendered on or before the dates fixed in Section 15B above, interest due on such fee shall accrue from the date due at one and one-half percent (1.5 %) per month.

D. Acceptance of Payments

Acceptance of payment by the Town shall not be construed as accord that amount paid is the correct amount. The Town reserves its rights to inspect relevant books and seek any underpayments due. If the Town has not begun the process to challenge or audit the payment of the franchise fee within 24 months of receipt of the final annual payment and breakdowns provided pursuant to subsection B are certified, payment is deemed accurate.

16. Public, Educational and Governmental Access (PEG)

A. Use of PEG Access Channels

Channel capacity for public, educational and governmental ("PEG") access shall be provided in accordance with federal law, 47 USC §531 and §546 as further set forth below.

B. Channels - Implementation

Franchisee shall provide the Town, at no charge, with three (3) PEG channels for public, educational and governmental ("PEG") access programming. One (1) Access Channel shall be available on the effective date. A second Access Channel shall be available on or before September 30, 2018. A third channel shall be available, subject to the provisions herein, before the tenth (10) year anniversary of the effective date of this Renewal Franchise. In order to obtain said third Access Channel, the Town of Berwick shall provide written notice to the Franchisee that the existing Access Channel(s) has been substantially programmed with non-duplicated, non-character generated programming of community interest for six (6) hours per day, five (5) days per week, during the previous three (3) months, and that there is a need for a third Access Channel in order to provide additional programming for the benefit of Town Subscribers. The Town of Berwick shall provide documentation to verify such programming, including, but not be limited to, program logs that list (i) program titles, (ii) length of program and (iii) whether the program is original or repeat. In the notification to the Franchisee, the Town of Berwick shall state, in good faith, that such a third Access Channel (i) will be substantially programmed with non-duplicated, non-character generated programming; and (ii) is necessary to accomplish the stated Access Programming goals of the Town. Such a third Access Channel will not be used simply to repeat Access Programming that is already carried on the other Access Channels, but will be used to carry substantially new Access Programming. The Town of Berwick agrees that such a third Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town may use said third Access Channel to carry character-generated messages along with other new locally produced Access Programming.

All PEG access Channels shall at all times be accessible to all of Franchisee's subscribers in Berwick.

C. Exclusive Use, Channel Designations and Interconnectivity

1. Town, or its designee(s), shall have the exclusive use of the PEG Access Channels. Use of PEG Access Channels shall be for non-commercial purposes and subject to such rules as the Town, or its designee(s), may adopt. Pursuant to 47 U.S.C. § 531 - U.S. Code - Unannotated Title 47. Telecommunications § 531. Cable channels for public, educational, or governmental use – a cable operator shall not exercise any editorial control over any PEG channel except a cable operator may refuse to transmit any public access program or portion of a public access program which contains obscenity, indecency, or nudity.

2. There shall be no charge by Franchisee for the use of the PEG Access Channels.

3. Unless otherwise agreed to by the parties, PEG channels shall be carried on the basic tier.

4. Franchisee shall include appropriate designation of the Town's PEG Access Channels on channel cards and channel listings provided to Subscribers. This provision does not obligate Franchisee to list PEG programming content on said channel cards and channel listings. If Channels are selected by a viewer through a menu system, Franchisee shall display the Town's PEG Access Channels designation in a similar manner as other channels.

5. The Town may write to the Franchising Authority between January 1, 2019 and December 31, 2027 to have the Franchisee construct an extension of the video return connection to a potentially new Community Center located at the intersection of Pine Hill and Sullivan Street and a potentially new Fire Department at the intersection of Pine Hill and Garden Street. Upon notice from the Town, the Franchisee shall have eighteen (18) months in order to budget, design, construct and activate the video return connections.

6. In the event of a relocation of the facilities, Franchisee shall provide a connection to the relocated facility provided that Franchisee has existing unutilized fiber available and the connection involves a standard aerial drop of 150 feet.

7. If a PEG channel is relocated by Franchisee, Franchisee shall reimburse the PEG provider for costs associated with changing logos, letterhead, business cards etc. to reflect a new channel number not to exceed One Thousand Dollars ($1000.00). Municipality and Franchisee may also negotiate the promotion of this change. Franchisee will provide Municipality with at least Thirty (30) day notice of any relocation of any PEG channel.

With respect to any new or existing PEG channel as defined in this franchise and subject to 30-A MRSA §3010 (5), and 47 U.S.C. §522 Definitions, the equipment associated with the interconnection of PEG transmission facilities between a PEG facility and the Franchisee's head end within the Franchisee's cable system as well as the formatting of PEG programming for transmission to the subscriber is considered "PEG

facility or equipment" and the costs and maintenance thereof shall be borne by the Franchisee.

8. Unused Channels

Pursuant to 47 U.S.C. §531(d), the parties agree to treat unused channels accordingly

D. PEG Facilities and Equipment Support

1. Pursuant to State and Federal law and as negotiated, Franchisee shall provide to Municipality, adequate Public, Educational or Governmental access facilities and equipment or equivalent financial support to meet the needs of the community and Municipality.

   In lieu of Facility and Equipment pursuant to subsection 1, Franchisee shall provide to the Town of Berwick a PEG capital grant in the total amount of $112,000.00 to be utilized by the Town of Berwick to purchase Public, Educational or Governmental access facilities and equipment determined by the parties during renewal discussions. Such amount, to the extent utilized in accordance with the provisions of federal law, are in addition to and may not be counted as an offset from any Franchise Fee imposed on Franchisee, provided however that such payment is used in accordance with the provisions of federal law. Payment shall be distributed as follows:

   a. Seventy Thousand Dollars ($70,000.00) within ninety (90) days of the Effective Date;
   b. Twenty-one Thousand Dollars ($21,000.00) on or before December 31, 2019;
   c. Twenty-one Thousand Dollars ($21,000.00) on or before December 31, 2023.

2. Minimum PEG Signal Quality and Transmission Standards

   The PEG access signal and channel capacity shall meet the FCC Technical standards.

   The PEG access signal carried on the Cable Television System shall be carried without material degradation in quality at all subscriber locations within the limits imposed by the technical specifications of the Cable System and 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.

3. PEG Live Remote Return Feeds: Franchisee will also provide and maintain equipment and/or facilities, to permit live programming from remote sites through an SD/SDI transport system, in compliance with FCC Technical standards of the PEG signal from the remote site(s) back to the PEG studio facilities. New equipment and/or facilities will be made available within an agreed upon time frame commensurate with Paragraph 16 B above.

4. PEG Studio Return Feeds: Franchisee shall maintain, an activated direct fiber optic return feed, and supply and maintain all necessary transmission and reception equipment (laser), from the PEG Access studio location(s) to the Franchisee's head end. This fiber optic feed shall be adequate to permit the simultaneous transport the same number of PEG channels as described in Section 16 (B) above to the Franchisee's head end.

17. Build-out

A. Area To Be Served

1. Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty-five (25) dwelling units per aerial mile and twenty-five (25) units per underground mile provided that there is suitable underground conduit already in place. If suitable underground conduit is not in place the density shall be forty (40) dwelling units per underground mile providing however, that any plant extension is measured from the existing Trunk and Distribution System and Franchisee is able to obtain from property owners any necessary easements and/or permits on terms and conditions acceptable to Franchisee. Subject to the density requirement, Franchisee shall offer Cable Service at standard installation rates to all new homes or previously unserved homes located within One Hundred Fifty (150) aerial feet of Franchisee's Distribution Cable. For non-Standard Installations (those exceeding 150 aerial feet or underground) Franchisee shall, upon receipt of payment and pending any identified construction or other issues (e.g., make ready, weather) offer said service within thirty (30) days of a Subscriber requesting such for aerial installations and sixty (60) days of a Subscriber requesting such for underground installations.

2. Regardless of the density requirements outlined above, Franchisee shall provide a cost-sharing arrangement as follows. On the request of a resident desiring service, Franchisee shall prepare an engineering survey and cost analysis to determine the cost of plant extension required to provide service to the subscriber. If a request for extension of service into a residential area requires the construction of cable plant that does not pass at least twenty-five (25) homes per mile (aerial) and twenty-five (25) units per underground mile, provided that there is suitable underground conduit already in place. If suitable underground conduit is not in place the density shall be forty (40) homes per mile underground mile, the Franchisee and those residents requesting cable services will each bear their proportionate share of construction costs. For example, if there are ten single family dwellings per mile (aerial) who agree to subscribe to cable service, Franchisee shall share one-half of the construction cost and the remaining cost will be shared equally among the residents requesting cable services. Franchisee may require advance payment of the customer pro-rata cost prior to commencing construction.

3. Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial 150 feet of the Trunk and Distribution Cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Franchisee shall annually publish and provide to town upon written request and to each subscriber or potential subscriber who so requests, a statement of its then established standard installation rate. Underground installations are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

4. Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, and the density requirements outlined above are met, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. The Town, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

18. Cable Service to Municipal Buildings

Franchisee shall provide and maintain one free cable drop, including standard installation of basic cable service to municipally owned and occupied facilities including schools and libraries which are serviceable by a standard aerial drop located within 150 feet of Franchisee's distribution system and capable of an aerial drop. The Municipality shall be responsible for equipment charges, if any.

Consumer Issues

19. Rates & Services

A. Prices and Charges

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

   Complete information concerning billing and collection procedures, including dispute resolution, procedures for ordering changes in, or termination of services, and Franchisee's discontinuation policies and procedures shall be provided to each subscriber at least annually.

2. The Town acknowledges that certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise imposed costs, may be passed through to Subscribers in accordance with federal law.

B. Basic Cable Service

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 USC §534 and applicable regulations, including 76.1618 of the FCC Rules and Regulations, and shall provide notice of the basic tier pursuant to 30-A M.R.S.A. §3010.

C. Programming

Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee, except that pursuant to 47 USC §544(b)(2) (B) and (h) and 47 CFR §76.1603. The Town may require "broad categories" of programming.

20. Rights of Individuals

A. Customer Service

Franchisee shall comply with all customer service federal laws, regulations of the FCC and state laws as they may be amended from time to time.

B. Protection of Subscriber Privacy

Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 USC §551 and regulations adopted pursuant thereto and 30-A M.R.S.A. §3010.

C. Employee Identification Cards

All of Franchisee's employees, and subcontractors, including repair and sales personnel, entering private property shall be required to display an identification card issued or approved by Franchisee indicating that employee or subcontractor is working on behalf of Franchisee.

D. Monitoring

Franchisee may only monitor customer accounts consistent with applicable federal and state law.

E. 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, (47 USC §551) 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.

F. Subscriber's Right to Inspect and Verify Information

1. 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.

2. 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 fee for making said copy.

3. A Subscriber 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. The Franchisee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

21. Unauthorized Connections/Continuity of Service

It shall be the right of all Subscribers to receive Cable 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 or is otherwise obtaining Cable Service without required payment thereof or who threatens Franchisee's employees or damages Franchisee's equipment. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary non-routine Service interruptions in excess of four hours can be anticipated, the Franchisee shall notify Subscribers of such interruption(s) in advance. In the event service to any subscriber is interrupted for 6 or more consecutive hours in a 30-day period, the franchisee will, upon request, grant that subscriber a pro rata credit or rebate, per 30-A M.R.S.A. §3010.

22. Subscriber Complaints

A. Dispute Resolution

The Franchisee shall establish a procedure for resolution of complaints by Subscribers. Said procedure shall at a minimum include the provisions of 30-A M.R.S.A. §3010.

B. Investigation of Complaints

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 Town or its designee(s)

shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

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

2. Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Town or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Town 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 in accordance with applicable laws.

C. Complaint Policy

Franchisee shall provide the Town a copy of Franchisee's complaint policy annually and no later than 30-days after any revisions. If Franchisee maintains a publicly available website, Franchisee's complaint policy shall be posted on its website.

23. Customer Service Call Center

In accordance with the FCC regulations that follow, the grantee 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.

24. Penalties

A. Amounts

Because Franchisee's failure to comply with provisions of this Agreement will result in injury to the Town, and because it will be difficult to estimate the extent of such injury, the Town and Franchisee agree to the following liquidated damages for uncured material violations. These damages represent both parties' best estimate of the damages resulting from the specified injury.
For failure to comply with the material provisions of this agreement: One hundred dollars ($100.00)/day.

Notwithstanding the foregoing, the Town reserves all rights to seek other remedies at law and equity for breach of this Agreement, including but not limited to injunctive relief.

B. Date of Violation, Notice

The date of the material violation will be the date the Franchisee receives written notice of the violation.

C. Procedure for Liquidated Damages

Before the Town may assess any liquidated damages under this Franchise Agreement:

1. The Town shall notify the Franchisee, in writing, of the alleged failure or material violation, which notice shall specify the alleged failure or violation with reasonable particularity.

2. The Franchisee shall, within thirty (30) days after receipt of the notice or such longer period as the Town may specify in such notice, either cure the alleged failure or violation or, in a written response to the Town's Manager, either present facts and arguments in refutation or excuse of such alleged failure or violation or state that the alleged failure or violation will be cured and set forth the method and time schedule for accomplishing such cure.

3. Unless the Town Manager determines that the matter has been resolved, the Franchisee's response shall be submitted to the Elected Officials, to schedule a public hearing at which the Elected Officials shall determine (i) whether a failure or violation has occurred; (ii) whether such failure or violation is excusable; and (iii) whether such failure or violation has been or will be cured by the Franchisee; and (iv) the appropriate remedy for the failure or violation.

4. The Town shall provide thirty (30) days' written notice of the public hearing to the Franchisee. During the public hearing, Franchisee shall have the right to appear and be heard, including the opportunity to present evidence, question witnesses, if any, and the hearing shall follow the procedures set forth for public hearings. If the Elected Officials determine that such failure has not occurred, or that such failure either has been or will be cured in a manner and in accordance with a reasonable schedule satisfactory to the Elected Officials or that the failure is excusable, such determination shall conclude the matter, unless Franchisee fails to comply with the schedule for cure.

5. Franchisee shall have the right to appeal any adverse ruling to a court of competent jurisdiction.

25. Transfers

A. Franchisee's Right to Transfer

The Franchise may be sold, assigned or otherwise transferred, (a "Franchise Transfer") in accordance with the procedure set forth in federal law and this Franchise.

B. Town's Right to Approve

Pursuant to 47 USC §537, the Town, as Local Franchise Authority, reserves its right to approve any sale or transfer of the Cable System. Municipal approval shall not be unreasonably withheld.

A transfer or assignment of a Franchise or control thereof between entities under common control, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a Franchise or control thereof. An "affiliated Franchisee" is any person or entity that directly or indirectly or through one or more intermediaries controls, is controlled by, or is under common control with another person or entity.

C. Notice to Town

Franchisee shall provide to the Town Notice of the proposed transfer. The contents of the Notice shall include:

1. FCC Form 394, or successor form, and all identified attachments; and

2. Certification by transferee that it will accept the provisions of this Franchise Agreement for the remainder of the Franchise Term.

D. Time to Review

The Town will have 120 days from receipt of the Notice to take action on the request for transfer. The Town need not, but may, act to approve the transfer.

E. Public Hearing

The Town may conduct a public hearing on the proposed transfer no later than 90 days after the receipt of the notice of transfer.

F. No Waiver or Release

The consent or approval of the Town to any Transfer of the Cable System or this Franchise Agreement granted to the Franchisee shall not constitute a waiver or release of the rights of the Town in, and shall by its terms be expressly subordinate to, the terms and conditions of this Franchise Agreement.

26. Successors/Assigns

The obligations of this Franchise apply to any and all successors and assigns of the Franchisee, unless the Town expressly and in writing agrees to release the successors and assigns from this Franchise or any portion thereof.

27. Renewal

This Franchise may be renewed by the parties in accordance with state and federal law. In order for the Municipality to refuse to renew, the provisions of 47 USC §546 must be met.

28. Revocation and Termination

A. Right to Revoke or Terminate

In addition to all other rights and powers of the Town by virtue of this Franchise Agreement and after notice and opportunity to cure pursuant to section 28B, the Town may revoke this Franchise Agreement and all rights and privileges of Franchisee hereunder in the event Franchisee either:

1. Violates any material provision of this Franchise Agreement or any rule, order or determination of the Town made pursuant thereto where such violation remains uncured for a period of thirty days following written notice to Franchisee by the Town that such violation is deemed to exist unless cure is not feasible in such time period in which event the parties shall meet and agree to a cure schedule;

2. Attempts to evade any material provision of this Franchise Agreement or practices any fraud or deceit upon the Town; or

3. Arbitrarily ceases to provide service over the Cable System or fails to restore service after ninety-six (96) consecutive hours of interrupted service except in cases of force majeure or when approval of such interruption is obtained from the Town.

B. Procedures to Revoke or Terminate

The Town shall follow the following procedures in revoking a franchise:

1. The Town shall provide to Franchisee the Town's notice of intention to revoke this Franchise. The written notice shall be sent by certified or overnight mail and shall describe in reasonable detail the specific violations alleged to have occurred;

2. Franchisee shall have ninety (90) days from receipt of notice to either correct the alleged violation, or, dispute the Town's allegations. In the event that by nature of the alleged violation, such violation cannot be cured within such ninety (90) day period, the parties shall meet and agree to a cure schedule;

3. If Franchisee disputes the Town's allegations, the Town shall review the dispute and make its determination as to whether a violation has occurred;

4. If the Town continues to maintain that a violation did occur, the Town shall notify Franchisee in writing. Franchisee shall then either remedy the violation within ninety (90) days or notify the Town in writing that Franchisee continues to dispute the allegations;

5. Upon Franchisee's failure to remedy the violation within the time period prescribed or upon receipt of Franchisee's written position pursuant to subsection 4, Town may revoke this Franchise Agreement by providing Franchisee written notice of revocation or by following the procedure outlined in Section C below.

C. Public Hearing

The Town shall conduct a public hearing on the revocation. Franchisee shall have the right to participate in such hearing and present witnesses, and the Town shall issue a written determination of its findings. Such public hearing must take place no less than 30 days prior to the decision to revoke.

D. Judicial Review

Franchisee shall have the right to seek judicial review of the Town's determination to revoke

29. Abandonment

If Franchisee shall cease providing service in the Town pursuant to 30-A M.R.S.A. §3008(3)(B), the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition as is reasonably possible and as soon as reasonably possible. If such removal is not complete within six (6) months of such end of service, the Town may deem any property not removed as having been abandoned. Upon written request of the Franchisee, the Town may waive this requirement of removal for good cause shown.

30. Expiration of Agreement

Upon the expiration and non-renewal, or revocation of this Franchise Agreement and exhaustion of all judicial appeals, the Cable System shall be disposed of according to 47 USC §546 and this Franchise Agreement.

31. Changes in Law

In the event a federal or state law, regulation or decision by a court of competent jurisdiction renders a provision in this Franchise Agreement void or otherwise unenforceable, the provision shall be considered preempted. This preemption will last for as long as the law, regulation or decision is effective; if the law, regulation or decision is subsequently repealed, rescinded, amended, voided, overturned or otherwise changed so that the preemption is nullified, the provision shall thereupon

return to full force and effect as provided by such proceeding and shall be binding and enforceable in accordance with the terms thereof.

32. Amendments

This Franchise Agreement may be amended in the future by written agreement of both parties to reflect changed circumstances, including changes in federal or state law. This Franchise Agreement shall not be amended or modified except as provided in Section 15 by written agreement executed in the same manner as this Franchise Agreement. Where applicable, the amendment shall be consistent with the provisions of 47 USC §545.

33. Miscellaneous

A. Force Majeure

The Parties shall not be responsible for any delay or failure to perform their obligations under this Franchise Agreement if doing so is prevented by Act of God, flood, storm, fire, explosions, environmental restrictions, strikes, riots, wars whether or not declared, insurrections, epidemics, or any law, rule or act of any court of competent jurisdiction or instrumentality of government or any cause or event beyond the control of the Town or the Franchisee.

B. Severability

If any provision of this Franchise Agreement is held by any court or Federal or State agency of competent jurisdiction to be invalid as conflicting with any Federal or State law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, said provision shall be considered a separate, distinct and independent part of this Franchise Agreement, and such holding shall not affect the validity and enforceability of all other provisions hereof, all of which shall remain in full force and effect for the term of this Franchise Agreement.

C. Effect on Prior Agreements

This Franchise Agreement shall supersede any prior franchise agreements between the parties. Immediately upon the taking effect of this Franchise Agreement, all prior franchise agreements and any and all extensions thereof, shall terminate and shall have no further force and effect; provided, however, that any vested rights relating to billings and the Town's rights to receive franchise fees shall not be affected thereby.

D. Non-Enforcement Not Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Franchise Agreement by any failure of either party upon one or more occasions to insist upon or to seek compliance with any such terms or conditions. No course of dealing between the Franchisee and the Town, nor any delay on the part of the Town or Franchisee in exercising any rights hereunder, shall operate as a waiver of any such rights of the Town or Franchisee or acquiescence in the actions of the Franchisee or the Town in contravention of such right, except to the extent expressly waived by either party or expressly provided for in this Franchise Agreement. No decision by the Town or Franchisee to invoke any remedy under this Franchise Agreement or under any statute, law or ordinance shall preclude the availability of any other such remedy. This provision does not extend any applicable statute of limitations.

E. Franchisee Warranties

Franchisee warrants, represents and acknowledges that, as of the Execution Date of this Franchise Agreement:

1. The Franchisee is duly authorized to do business under the laws of the State;

2. The Franchisee has the requisite power and authority under applicable law and its bylaws 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 Franchise Agreement, to enter into and legally bind Franchisee to this Franchise Agreement and to take all actions necessary to perform all of its obligations pursuant to this Franchise Agreement;

3. This Franchise Agreement is enforceable against Franchisee in accordance with the provisions herein; and

4. There is no action or proceedings pending or threatened against Franchisee that would interfere with performance of this Franchise Agreement.

Execution

34. Signatures:

Date: 4-3, **2018**

THE TOWN OF BERWICK, MAINE

By: _____
Chairman

By: _____
Selectman

By: _____
Its: Selectman

By: _____
Selectman

By: Rebecca England
Selectman

Date: 4-19, **2018**

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

By: _____
Tracy L. Pitcher, Sr. Vice President
Greater Boston Region