

CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN TOWN OF NORTH BERWICK, MAINE AND  
COMCAST OF MAINE / NEW HAMPSHIRE, INC.

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made as of the 9<sup>th</sup> day of May 2022 (the "Effective Date") between the Town of North Berwick, Maine (hereafter "Town" or "Grantor") and Comcast of Maine / New Hampshire, Inc. (hereafter, "Grantee").

WHEREAS, the financial, legal and technical ability of the Grantee is sufficient to provide the services, facilities and equipment necessary to meet the future cable-related needs of the community, the Grantor desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a cable system in the Town, and

WHEREAS Grantee desires to provide cable service in the Town for the benefit of the resident(s) of 264 Diamond Hill Road, and

WHEREAS, the Town may request in writing to have the Grantee to have other properties surveyed within the Town to determine the feasibility of extending and serving other areas of Town.

NOW, THEREFORE, intending to be legally bound hereby, the Town and Grantee agree as follows:

1. GRANT OF AUTHORITY

The Town hereby grants to the Grantee under the Federal Cable Act a nonexclusive Franchise which authorizes the Grantee to construct, operate and maintain a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with public rights of way within the Town, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any public right of way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System. Nothing in this Agreement shall be construed to prohibit the Grantee from offering any service over its cable system as may be lawfully allowed.

2. TERM OF FRANCHISE

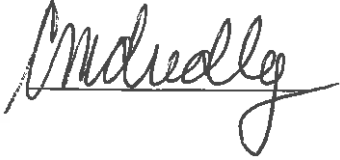
The term of the Franchise granted hereunder shall be for an initial term of ten (10) years, commencing upon the date of execution of this Franchise, until the Franchise is renewed or is lawfully terminated.

3. ENTIRE AGREEMENT

This Franchise Agreement, embodies the entire understanding and agreement of the Town and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

IN WITNESS WHEREOF, This Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this 5<sup>th</sup> day of April, 2022.

Attest:



**Town of North Berwick, Maine**

By:



Printed Name:

Dwight G. Moore

Town Manager

Attest:



**Comcast of Maine / New Hampshire, Inc.**

By:

Trevor W. Arp

Printed Name:

Trevor W. Arp

Title:

RSVP, Greater Boston