



## **AGREEMENT BETWEEN THE TOWN OF EXETER, NH AND COMCAST**

Whereas, this Agreement is between Comcast of Maine/New Hampshire, Inc. ("Comcast") and the Board of Selectmen of Exeter, New Hampshire (the "Issuing Authority"), in its role as statutory Issuing Authority, regarding the existing Institutional Network (the "I-Net"), as more fully delineated below; and

Whereas, representatives from Comcast and the Issuing Authority have been negotiating in good faith regarding the existing I-Net as described in the Cable Television License effective November 13, 1994 (the "Prior License"); and,

Whereas, this Agreement shall be effective concurrently with the execution date (the "Effective Date") of the Exeter Cable Television Renewal License (the "Renewal License"); and

NOW THEREFORE, the Issuing Authority and Comcast mutually agree to completely resolve said I-Net and video return capability issues as follows:

### **Article 1: Comcast Video Return Fiber/Coaxial Rebuild Responsibility**

No later than twelve (12) months from the Effective Date of the Exeter Cable Television Renewal License, Comcast will rebuild/replace using fiber/coaxial technology the existing Video Return Line connecting the existing EXTV Channel 22 Studio located at Exeter Town Offices, 10 Front Street, Exeter, New Hampshire to the Comcast headend. Comcast will also construct two (2) new origination sites connecting them to the Town Offices video return line: The Lincoln Street Elementary School located at 25 Lincoln Street and the Exeter Public Safety Complex located at 20 Court Street. The Digital Communications studio located at the Seacoast School of Technology, 40 Linden Street, Exeter, New Hampshire will also be connected to an existing return line at that same location. The existing outdoor cable connections at the Tuck Learning Campus, located at 30-40 Linden Street, will be rewired and relocated to a central, indoor location. The location of this indoor panel will be determined by Comcast and SAU #16 personnel. The cost of the above construction items will not be passed through to Exeter subscribers.

### **Article 2: Future Obligations**

Subject to the provisions herein, the Issuing Authority agrees that upon completion of the work described in Article 1 or twelve (12) months after the execution of this agreement,

whichever is earlier, Comcast shall have no further responsibility for operating or maintaining the existing I-Net. Until and through that time, Comcast shall continue to operate and maintain the existing video return site at Exeter Town Offices.

This Agreement is hereby agreed to by the Exeter Board of Selectmen, as Issuing Authority, and Comcast of Maine/New Hampshire, Inc.:

\_\_\_\_\_  
BY: Timothy G. Murnane, Vice President  
Government and Community Investment,  
Greater Boston Region

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

\_\_\_\_\_  
BY: Julie Gilman, Chairman  
Exeter, New Hampshire Board of Selectmen

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

\_\_\_\_\_  
BY: Robert Aldrich, Vice-Chairman  
Exeter, New Hampshire Board of Selectmen

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

\_\_\_\_\_  
BY: Donald Clement, Clerk  
Exeter, New Hampshire Board of Selectmen

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

\_\_\_\_\_  
BY: William Campbell  
Exeter, New Hampshire Board of Selectmen

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

\_\_\_\_\_  
BY: Matt Quandt  
Exeter, New Hampshire Board of Selectmen

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