



December 10, 2019

Board of Selectmen
Town of Chester
84 Chester Street
Chester, NH 03036

Dear Chairman and Members of the Board:

Please find enclosed, for the Town's file, one (1) original of the second amendment agreement to the Town of Chester Cable Television Franchise.

Please do not hesitate to contact Jay Somers @ 617.279.7675 should you have questions.

Sincerely,

A handwritten signature in black ink that reads "Dmason". The signature is written in a cursive, flowing style.

Denise Mason, Manager
Government & Regulatory Affairs

Cc: Jay Somers – Comcast Sr. Manager of Government & Regulatory Affairs (*via email*)
Comcast Division & Corporate Finance
Comcast Division & Corporate Franchising
New Hampshire Secretary of State – c/o New Hampshire State House

SECOND AMENDMENT TO JUNE 19, 2014 RENEWAL CABLE TELEVISION FRANCHISE AGREEMENT

between the

TOWN OF Chester, NEW HAMPSHIRE

and

COMCAST OF Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Vermont

WHEREAS, Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Vermont, LLC (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Chester, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said renewal franchise having commenced on June 19, 2014;

WHEREAS, Franchisee and the Town wish to amend the Renewal Cable Television Franchise Agreement in accordance with NH R.S.A. 53-C and Section 8.1 of the Franchise;

WHEREAS, Section 8.1(a) as amended on June 28th, 2019 of the Renewal Cable Television Franchise Agreement provides for a Franchise Fee of two percent (2%) of the Franchisee's Gross Annual Revenue, as defined in Section 1.1 (22) supra, on a quarterly basis.

WHEREAS, the Board of Selectmen of the Town of Chester as Franchising Authority (hereinafter "Franchising Authority") is authorized to amend the Renewal Cable Television Franchise Agreement pursuant to R.S.A. 53-C and Section 8.1(a)

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that the Renewal Cable Television Agreement is hereby amended as follows:

1. By deleting the existing Sections 8.1(a) and 8.1(b) in their entirety and substituting the following new Sections 8.1(a) and 8.1(b) as follows:

(a) Effective January 1st, 2020, and throughout the remaining term of this Renewal Franchise the Franchisee shall pay a Franchise Fee equal to three percent (3%) of the Franchisee's Gross Annual Revenues, as defined in Section 1.1 (22) supra, on a quarterly basis. Said payments shall be made on the following quarterly basis : (i) on or before February 15th of each year of this Renewal Franchise for the previous (3) month period of October, November, and December; (ii) on or before May 15th of each year of this Renewal Franchise for the previous three (3) month period of January, February, and March; (iii) on or before August 15th, of each year of this Renewal Franchise for the previous three (3) month period of April, May, and June; (iv) on or before November 15th, of each year of this Renewal Franchise for the three previous months of July, August, and September.

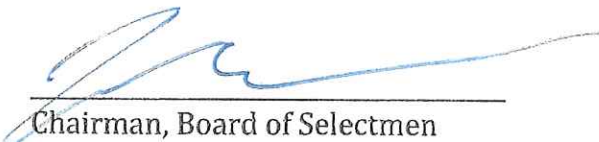
(b) The first quarterly payment to the Franchising Authority under this Renewal Franchise amendment shall be no later than May 15th, 2020, and shall be based on revenue generated from January 1st, 2020 through March 31st, 2020. The last payment under this Renewal Franchise shall be made to the Franchise Authority no later than August 15th, 2024 for the period from April 1, 2024 through June 18th, 2024.

All other terms and conditions of the Franchising Agreement shall remain the same.

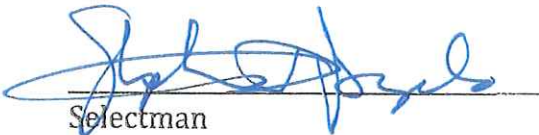
Nothing in this amendment shall be construed in any manner as a waiver, release or surrender of any rights that the Franchising Authority and/or Franchisee have under Section 626 and Section 635 of the Cable Act with respect to this Franchise Agreement. The Franchising Authority expressly reserves all of its rights under applicable provisions of the Cable Act including Section 626. The Franchisee expressly reserves all of its rights under applicable provisions of the Cable Act, including Section 626.

IN WITNESS WHEREOF, this Amendment to the Franchise Agreement is hereby issued by the Board of Selectmen of the Town of Chester, New Hampshire, as Franchising Authority and is hereby agreed to by Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Vermont, LLC ; this 21st day of November, 2019.

WITNESS OUR HANDS AND OFFICIAL SEAL, this 21st day of November, 2019.

By: 
Chairman, Board of Selectmen


By: 
Vice-Chairman, Board of Selectmen

By: 
Selectman

By: _____
Selectman

By: _____
Selectman

Comcast of Connecticut/Georgia/Massachusetts/
New Hampshire/New York/North Carolina/Vermont

By: 

Timothy J. Kelly, Vice President
Greater Boston Region