

**RENEWAL  
CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN THE  
TOWN OF STRATHAM, NEW HAMPSHIRE  
AND  
COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

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**RENEWAL CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN THE  
TOWN OF STRATHAM, NEW HAMPSHIRE AND  
COMCAST OF  
MAINE/NEW HAMPSHIRE, INC.**

WHEREAS, Comcast of Maine/New Hampshire, Inc. (hereinafter "Comcast" or "Franchisee") is the duly authorized holder of a Franchise to operate a Cable Television System in the Town of Stratham (hereinafter "Town"), said Franchise having originally been granted to Continental Cablevision of New England, Inc. on June 28, 1994 and said Franchise having been transferred to Comcast; and

WHEREAS, Comcast filed a request for a renewal of its Franchise by letter in conformity with the Cable Communications Policy Act of 1984, as amended (the Cable Act); and

WHEREAS, Comcast and the Town executed a One Year Extension Agreement extending the 2014 - 2019 Cable Television Franchise Agreement for a one year period from September 8, 2019 until September 7, 2020; and

WHEREAS, Comcast and the Town executed a second One year Extension Agreement extending the 2014 - 2019 Cable Television Franchise Agreement for a second one-year period from September 8, 2020 until September 7, 2021; and

WHEREAS, the Town ascertained the cable-related needs and interests of the community with a public hearing on August 2, 2021; and

WHEREAS, there has been an opportunity for public comment, as described by Section 626(h) of the Cable Act; and

WHEREAS, the Selectboard, as the Franchising Authority, finds that the renewal of Comcast's Franchise is appropriate in light of its past performance, compliance with the terms of its existing Franchise, and based on the Board's finding that the terms contained in Comcast's request for Franchise renewal meet the future cable-related needs of the Town of Stratham; and

WHEREAS, the Selectboard has determined that the services and Programming of such a Franchise can contribute significantly to the cable television needs and interests of the Town and its residents and institutions;

NOW THEREFORE, after due and full consideration, the Selectboard and Comcast agree that this Franchise Agreement is issued upon the following terms and conditions:

## ARTICLE 1 -DEFINITIONS

### SECTION 1.1 – DEFINITIONS

The following terms used in this Franchise shall have the following meanings:

(a) Access Channel: A Channel or Channels for the purpose of transmitting public, educational, and governmental ("PEG") Access Programming.

(b) Access Programming or PEG Access Programming: (i) "Educational": Non-commercial locally produced Programming, produced by Town of Stratham Public Schools, or other educational organizations as designated by the Franchising Authority and other non-commercial educational Programming offered by them; (ii) "Governmental": Non-commercial Programming produced by Town of Stratham departments or agencies and other non-commercial Programming offered by them or a duly authorized designee; (iii) "Public": Non-commercial Programming produced by the Town, or produced by an access corporation or nonprofit corporation operating within the Town and other non-commercial Programming.

(c) Affiliate or Affiliated Person: When used in relation to any person, another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.

(d) Basic Service: Shall mean the lowest tier of Cable Service, which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Franchise.

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

(f) Cable Service or Service: The one way transmission to Subscribers of (i) Video Programming, and, (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service which the Franchisee may make available to all Subscribers generally.

(g) Cable Television System or Cable System: A facility 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 services only to retransmit the television Signals of one or more television Broadcast stations;
- B. a facility that services 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 Communications Act, as amended, except that such facility shall be considered a Cable System 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;
- D. an open video system that complies with Section 653 of the Communications Act; or
- E. any facilities of any electric utility used solely for operating its electric utility systems.

(h) Channel: a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

(i) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(j) Drop: The coaxial cable that connects a home or building to the Feeder Cable of the Cable System.

(k) Effective Date: September 7, 2021.

(l) FCC: Federal Communications Commission or any successor governmental entity.

(m) Feeder Cable: The cable, connected to the trunk cable, from which Cable Service is distributed to multiple Subscribers, as distinguished from the trunk cable (which distributes Cable Service throughout the Franchise area).

(n) Franchisee: Comcast, or any successor or transferee in accordance with the terms and conditions in this Franchise Agreement.

(o) Franchise or Franchise Agreement or Renewal Franchise: The Franchise granted herein and

any amendments or modifications in accordance with the terms herein.

(p) Franchise Fee: The payments to be made to the Franchise Authority or other governmental entity as designated by the Franchising Authority as consideration for the renewal Franchise granted herein which shall have the meaning set forth in Section 622 (g) of the Cable Act, 47 U.S. C. § 542.

(q) Franchisor or Franchising Authority: The Selectboard of the Town of Stratham, New Hampshire, or its designee, in accordance with applicable Federal and State law.

(r) Gross Annual Revenues: Revenue received by the Franchisee as calculated in accordance with generally accepted accounting principles ("GAAP") from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitations: the distribution of any Service over the Cable System; Basic Service monthly fees and all other service fees; any and all Cable Services fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues on a pro-rata basis; fees paid for Channels designated for commercial uses; home-shopping revenues on a pro-rata basis; Converter, remote control and other cable-related equipment rentals and/or leases or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, the revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Franchisee by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross Annual Revenues shall also include the Gross Annual Revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding the payment of Franchise Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with generally accepted accounting principles ("GAAP"); provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(s) Leased Channel or Leased Access: A Channel which the Franchisee shall make available pursuant to Section 612 of the Cable Act.

(t) Outlet: An interior receptacle that connects a television set to the Cable System.

(u) Pay Cable or Pay Cable Services: Programming delivered for a fee or charge to Subscribers on a per Channel basis, in addition to the fee or charge for the Basic Service.

(v) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per program basis, in addition to the charge or fee to Subscribers for Basic Service.

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

(x) Public or Municipal Building: Those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, but shall not include buildings owned by the Franchising Authority and leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(y) Public Way: The surface of, and the space above and below, any public street, highway, freeway, 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 (except those owned by the Town), dedicated utility strips or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or thereafter held by the Franchising Authority and the Franchisee for the purpose of installing, operating, repairing and maintaining the Cable System. Public way shall also mean any easement now or hereafter held by the Franchising Authority within the service area for the purpose of public travel, or for compatible uses, and shall include other easements or rights of way and shall, within their proper use and meaning, entitle the Franchising Authority and the Franchisee to the use thereof for the purpose of the installing and transmitting of Franchisee's Cable Services or other services over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, compliances, attachments and other property as may be ordinarily necessary and pertinent to the Cable System.

(z) Scrambling: The electronic distortion of a Signal in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

(aa) Service Interruption: The loss of any Signal, video picture or sound on one or more Channels carried over the Cable System for distribution to a Subscriber.

(ab) Service Tier: A category of Cable Service or other services provided by a cable operator for which a separate rate is charged, as may be described and regulated by Federal law.

(ac) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(ad) Standard Installation: The standard two hundred fifty (250') foot Drop connection to the existing distribution system.

(ae) Subscriber: Any Person, firm, company, municipality, corporation or association who or which contracts with the Franchisee and is lawfully receiving Cable Services from the Franchisee.

(af) Subscriber Network: The trunk and feeder Signal distribution network over which video and audio Signals are transmitted to Subscribers.

(ag) Town: The Town of Stratham, New Hampshire.

(ah) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise of the ownership or control of the Cable System or the Renewal Franchise granted herein to a Person or a group of Persons acting in concert, as described in Section 2.5.

(ai) Video Programming or Programming: The Programming provided by, or generally considered comparable to, Programming provided by a television Broadcast station.

## ARTICLE 2 - GRANT OF FRANCHISE

### SECTION 2.1 - GRANT OF FRANCHISE

Pursuant to the authority of the Cable Act and RSA 53-C of the Laws of New Hampshire, as amended from time to time, the Selectboard, acting as the Franchising Authority, hereby grants a non-exclusive Franchise to Comcast of Maine/New Hampshire, Inc., a New Hampshire corporation, authorizing and permitting said Franchisee to construct, upgrade, operate and maintain a Cable System within the municipal limits of the Town of Stratham. This Franchise shall be governed by and construed in accordance with the laws of the State of New Hampshire.

The Franchise is granted under and in compliance with and subject to the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and all other applicable rules and regulations in force and effect during the period for which this Franchise Agreement is granted. The Franchising Authority specifically reserves all authority granted it under RSA 231:160 et seq. to manage, regulate and control the public right-of-way, as such authority relates to the provisions of telecommunications services. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, operate and maintain the Cable System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in, under, over, along, across and upon the Public Ways and other public places and property under the jurisdiction of and including other property over which the Town has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of Signals in accordance with the laws of the United States of America and the State of New Hampshire and Town of Stratham.

## SECTION 2.2 - TERM

The term of this non-exclusive Franchise Agreement shall be for a period of ten (10) years and shall commence on September 7, 2021, following the expiration of the current Franchise, and shall terminate at midnight on September 7, 2031. The term of this Franchise Agreement is subject to all applicable provisions of New Hampshire law and applicable Federal law, as such laws may be from time to time amended.

The right to use and occupy the Public Ways and public places shall not be exclusive, and the Town reserves the right to grant similar or other uses of said Public Ways and public places to any entity for a similar Cable System or otherwise at any time during the term of this Franchise Agreement provided such uses do not unreasonably interfere with the easement rights granted to Franchisee herein. The Franchisee hereby acknowledges the Town's right to make such grants and permit such uses.

## SECTION 2.3 - RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable Federal law and regulations promulgated thereunder and by applicable New Hampshire law.

## SECTION 2.4 – FRANCHISE FEE

(a) The Franchisee shall pay to the Town, throughout the term of this Renewal Franchise, a Franchise Fee equal to five percent (5%) of the Franchisee's Gross Annual Revenue.

(b) The Franchisee's payments to the Franchising Authority shall be made on a quarterly basis based on three (3) month calendar accounting periods, with payments due no later than forty-five (45) days after the end of the applicable calendar quarter.

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

(d) In accordance with Section 622(b) of the Cable Act, 47 U.S.C. § 542(b), the Franchisee shall

not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act, 47 U.S.C. § 542(g)(1), but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Cable Act, 47 U.S.C. § 542(g)(2).

(e) At any time during the life of this Renewal Franchise, the Franchising Authority may, as needed to verify the information provided hereunder, upon reasonable belief and after notice and an opportunity by the Franchisee to be heard, inspect and subject to independent audit, at the Franchising Authority’s expense, the financial records of Franchisee insofar as they apply to the calculation of (i) Gross Annual Revenues in the Town, and (ii) Franchise Fees paid to the Franchising Authority; provided, however, that if the Franchising Authority has a reasonable belief or reasonably should have such a belief of a need to verify information, it must exercise its right to inspect and audit within one (1) year of such Franchise Fee payment.

(f) No acceptance of any payment shall be construed as an accord that the payment is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of (i) any claim the Franchising Authority may have for further or additional sums payable under provisions of this Renewal Franchise or (ii) any other claim whatsoever; provided, however, that if at the time of acceptance the Franchising Authority knows or reasonably should have known that a payment is incorrect, it must challenge such payment within one (1) year of acceptance.

(g) The Franchising Authority agrees to protect any proprietary information supplied to it by treating such information as confidential to the extent permitted by New Hampshire RSA Chapter 91-A.

## SECTION 2.5 - TRANSFER OR ASSIGNMENT

(a) The Franchise or control thereof shall not be transferred without prior written approval of the Franchise Authority, which approval shall not be arbitrarily or unreasonably withheld or delayed.

(b) No consent shall be required, however, for a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of Franchisee in the Franchise or in the Cable System in order to secure indebtedness.

(c) In reviewing any request to transfer or assign control or ownership, the Town shall analyze such factors as whether the transferee has the appropriate technical, legal and financial capacity to operate the Cable System.

#### SECTION 2.6 - EQUAL PROTECTION PROVISION [SEE RSA 53-C:3-B]

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more franchises to other Cable Service providers within the Town for the right to use and occupy the Public Ways; provided, however, that in accordance with RSA Chapter 53-C and consistent with Federal law, the Franchising Authority shall not grant any additional franchises for the Cable Service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within the Town.

(b) In the event that the Franchisee believes that any additional franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee may so notify the Franchising Authority in writing and may request that the Franchising Authority convene a hearing on such issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional franchise is on terms more favorable or less burdensome than those contained in this Renewal. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested.

(c) Should the Franchisee demonstrate that any such additional franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this renewal Franchise within a reasonable time.

(d) The issuance of additional franchise(s) shall be subject to all applicable Federal and State laws, including RSA 53-C:3-b and applicable regulations promulgated there under.

(e) In the event that the Franchisee demonstrates that an existing or future Cable Service provider in the Town has been provided relief by the Franchising Authority from any obligation of its franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligation herein. Such relief shall be in writing and in form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification of the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchisee shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligations of their cable television franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary

## SECTION 2.7 - RESERVATION OF AUTHORITY

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

(b) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the Cable System in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its own expense, protect or relocate its system or part thereof, as directed by Town or other

authority having jurisdiction, provided, however that this requirement applies to all Persons or entities owning lines, cables, and distribution structures, and equipment and provided, further, that the Franchisee shall not be required to remove or relocate any such construction solely to accommodate the needs of a competing Cable System.

#### SECTION 2.8 - POLE ATTACHMENT RIGHTS

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

(b) To the extent permitted by applicable law and in accordance with the requirements of RSA 72:23, I (b), the Franchisee(s) and any other entity now or hereafter using or occupying property of the state or of a city, town, school district or village district pursuant to this Franchise shall be responsible for the payment of, and shall pay, all properly assessed current and potential personal and real property taxes, if any, for such use or occupation and all properly assessed current and potential personal and real property taxes, if any, on structures or improvements added by Franchisee or any other entity using or occupying such property pursuant to this Franchise. Pursuant to the provisions of this Section and subject to the provisions of Section 7.5 (Notice of Opportunity to Cure) herein, "failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Franchising Authority." Accordingly, this is a material term of the Franchise and failure to pay duly and properly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to the provisions of Section 7.5,

to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 7.6 (Revocation of Franchise; Default) of the Franchise. To the extent applicable law provides authority for the Franchising Authority to assess taxes on Franchisee, pursuant to RSA 72:23, I(b), 72:8-a, 73:10 and/or 48-B:4 or otherwise, the Franchising Authority shall be authorized to impose such taxes and Franchisee shall be obligated to pay such properly assessed taxes. However, Franchisee reserves all rights to appeal any assessment of personal or real property taxes. Further, the parties acknowledge that there is a dispute between the parties concerning the applicability of RSA 72:23 to the Cable System. The parties agree to abide by any final decision made by a court of competent jurisdiction, after all appeals by either party have been exhausted

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.8 to Franchisee's services or the operation of its Cable System.

#### SECTION 2.9 - POLICE AND REGULATORY POWERS

Franchisee's rights are subject to the powers of the Town to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable System, the Franchisee, or this Franchise including ordinances and regulations pertaining to management, control and regulation of public rights-of-way but only to the extent authorized or allowed by State and Federal law.

## ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

### SECTION 3.1 - SERVICE AREA; LINE EXTENSIONS

(a) Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and 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 in accordance with the Cable Act. Franchisee shall make Cable Service available to multiple dwelling units (MDU) where economically feasible and providing that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred fifty feet (250') of Franchisee's distribution cable. Consistent with § 3.4(b), the Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. For non-Standard Installations Franchisee shall offer said service within ninety (90) days of a Subscriber's requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber's requesting such for underground installations.

(b) Installation costs shall conform to the Cable Act. Any dwelling unit within an aerial two hundred fifty feet (250') of the trunk and distribution cable shall be entitled to a Standard Installation rate in accordance with applicable Federal and State laws. Underground installs 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.

### SECTION 3.2 – SUBSCRIBER CONNECTION

(a) The Franchisee shall, within fifteen (15) days of written request by the occupant of a dwelling, connect the Cable System to a dwelling at Standard Installation charges if the dwelling is within two hundred fifty feet (250') aerial feet of the nearest Feeder Cable and only if the dwelling is properly internally wired to meet the Franchisee's specifications to prevent Signal leakage.

(b) Residences located over two hundred fifty feet (250') aerial feet from Feeder Cable shall be charged an additional one time installation fee including all costs for labor and materials necessary to perform the installation.

(c) Franchisee shall complete construction of any such Subscriber connections within fifteen (15) days of either a written request for such connection by the occupant or owner of the dwelling or within fifteen (15) days of the date any necessary easements are obtained, whichever occurs later, taking into account, and subject to, weather, force majeure, performance of make ready, availability of construction crews and materials. If requested in writing by the Franchising Authority, Franchisee shall provide a written report to the Town completely explaining its failure to meet the time frame stated herein.

### SECTION 3.3 – CABLE SYSTEM

(a) The Franchisee shall continue to provide and maintain its Cable System in Stratham to a minimum bandwidth of 750 Mhz. For informational purposes only, Franchisee shall initially provide those Channel offerings detailed in Exhibit A.

(b) The Franchisee shall deliver to Subscribers all Signals in stereo that are received at Franchisee's headend in stereo. Consistent with 47 U.S.C. §534(b), Franchisee shall comply with the applicable regulations concerning the transmission of commercial television signals.

(c) The Cable System shall have the capability, as of the Effective Date, to deliver High Definition ("HDTV") television Signals to Subscribers. Actual carriage of any such HDTV Channels will be at the Franchisee's sole discretion.

### SECTION 3.4 - CONSTRUCTION

(a) In constructing the Cable System, the Franchisee shall follow present and future pole placements in the Town. Where telephone and electric utilities are both underground, the Franchisee shall place its cables underground.

(b) In the case of new construction or property development where utilities are to be placed

aerially or underground, the developer or property owner shall give Franchisee reasonable notice of not less than forty-five (45) days prior to such construction or development, and if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense. Franchisee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee.

(c) In existing areas and new construction or property development where utilities' and Franchisee's cables are located underground, Franchisee shall comply with any Planning Board conditions of approvals and all Town Ordinances of general applicability concerning ground mounted appurtenances, such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

### SECTION 3.5 - PARENTAL CONTROL CAPABILITY

Pursuant to federal law and upon request, the Franchisee shall make available to Subscribers the capability to control the reception of any Channels on the Cable System. The Franchising Authority acknowledges that the parental control capability may be part of a Converter box and the Franchisee may charge Subscriber for use of said box.

### SECTION 3.6 – PEG ACCESS PROGRAMMING

(a) The Franchisee shall continue to make available to the Town of Stratham an Access Channel to be used to receive the shared SAU 16 Educational Programming received from the Exeter headend. There will be no live origination location as of the Effective Date in the Town of Stratham for the shared SAU 16 Access Channel, but such capability may be requested by the Franchising Authority pursuant to Section 3.7, below.

(b) At the option of the Franchising Authority, on or after the first anniversary of the Effective

Date, by vote of the Selectboard for the Town, the Franchising Authority may request in writing and Franchisee shall provide within One Hundred Eighty (180) days of that request, capacity on one (1) additional Channel for a PEG Access Channel to be used for public access Programming provided by the Franchising Authority or its designee, Educational Access Programming provided by the Franchising Authority or designated educational institution, and Governmental Access Programming provided by the Franchising Authority. A PEG Access Channel may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

(c) Use of Channel capacity for PEG Access Programming shall be provided in accordance with Federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a Channel by designating it for PEG Access Programming. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a Channel so designated, and may not rely on the continued use of a particular Channel number, no matter how long the same Channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of Channel capacity, except Franchisee may refuse to transmit any Access Programming or portion thereof that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use.

(d) The Franchisee shall not move or otherwise relocate the Channel location of the PEG Access Channel or the shared SAU 16 Channel, once established, without thirty (30) days' advance written notice to the Franchising Authority. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel or shared SAU Access Channel relocation.

(e) The Franchisee shall continue to make PEG Access Programming and shared SAU 16 educational programming available to all Subscribers.

### SECTION 3.7 – LIVE PEG ACCESS CABLECASTING

(a) If the Franchising Authority desires to have one or more live origination locations in the Town, either for educational programming created in Town schools or the Town of Stratham for the shared SAU 16 Educational Access Channel, or Public, Educational or Governmental Access Programming for a Town Access Channel, then the Franchising Authority shall so notify Franchisee in writing. Franchisee shall construct such return lines for said origination location(s) as are necessary, within twelve (12) months of written notification from the Franchising Authority. Franchisee shall provide an estimate of the cost of such construction. In years one or two of the Franchise Agreement, upon direction from the Town, Franchisee shall construct such a return line, which cost may be a franchise-related cost, pursuant to Section 3.10. In years three through five of the Franchise Agreement, after providing the estimate to the Town and receiving direction from the Town, Franchisee shall construct such a return line, which may either be paid for by the Town in advance, or the Parties may mutually agree to extend the Franchise under the same terms and conditions for an additional two (2) years, and the cost may be treated as a franchise-related cost, pursuant to Section 3.10.

(b) In order that PEG Access Programming and/or shared SAU 16 educational Programming can be cablecast over Franchisee's downstream PEG Access Channels, including the shared SAU 16 educational Channel and the Town PEG Access Channel, if elected, all PEG Access Programming shall be modulated, then transmitted from origination location(s) designated by the Franchising Authority to the Franchisee-owned head end or hub-site on a Franchisee-owned upstream Channel made available, without charge, to the Town for its use. At the Franchisee-owned head end, said PEG Access Programming and/or shared SAU 16 educational Programming shall be retransmitted in the downstream direction on the Franchisee-owned Subscriber Network downstream PEG Access Channels and/or shared SAU 16 educational Channel.

(c) The Franchisee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or head end in order to switch upstream Signals carrying PEG Access Programming and/or shared SAU 16 Educational Programming from the locations designated by the

Franchising Authority to the designated Franchisee-owned Subscriber Network downstream PEG Access Channel, including the shared SAU 16 educational Channel.

(d) The Franchisee shall own, maintain, repair and/or replace any Franchisee-owned head end or hub-site audio or video Signal processing equipment. The Town and/or PEG access provider or designee shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Franchisee's equipment and the Town's, its designee's or PEG access provider's equipment shall be at the output of the Town's, its designee's and/or the PEG access provider's modulator(s) at any of the origination locations designated by the Franchising Authority for the PEG Access Channel and/or the SAU 16 shared educational Channel.

(e) The Franchisee shall maintain the PEG Access Channel and/or the SAU 16 shared educational Channel, and shall monitor them for technical Signal quality and shall ensure that they are maintained at the same FCC technical standards as those that apply to the Cable System's commercial Channels. The Franchising Authority or its designee shall be responsible for the picture quality of all PEG Access Programming and/or shared SAU 16 educational Programming at the demarcation point(s), which shall be the output of the modulator. To provide for adequate picture quality, the Franchising Authority's video Signal shall meet NTSC standards and/or the minimum operating input parameters of the modulators.

### SECTION 3.8 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION

The Franchising Authority, or its designee, agrees that it will not use its designated PEG Access Channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Franchisee's business. In addition, any Video Programming cablecast under the provisions of this Section 3 shall not be commercially distributed to a competing multichannel Video Programming distributor without the written consent of the Franchisee.

### SECTION 3.9 – INTERCONNECTION WITH COMPETING CABLE FRANCHISEE

In the event a franchise is issued by the Franchising Authority for a competing franchise and such competing franchisee desires to cablecast the PEG Access Programming originating from a PEG access

location as provided in Section 3.7, the parties agree that the competing franchisee shall maintain its own upstream video return link from the origination location as set forth in Subsection 3.7(c). If PEG Access Programming is originating from Franchisee's hub rather than a origination location as contemplated by Subsection 3.7(c), Franchisee shall make the programming on the PEG Access Channel available to the holder of the additional franchise for cablecasting over its Cable System in the Town upon execution of an interconnection agreement between Franchisee and the holder of the additional franchise. If a competing provider provides PEG access in the Town, Franchising Authority will seek a similar and reciprocal requirement in the competitor's franchise agreement.

#### SECTION 3.10 – FRANCHISE RELATED COST

The Franchising Authority acknowledges that under the Cable Act, certain costs, including but not limited to costs of public, educational and governmental (PEG) Access, the cost to construct video return lines from video origination sites, the cost to activate a PEG Channel and the cost of other Franchise requirements, may be passed through to the Subscribers in accordance with Federal law.

#### SECTION 3.11 - EMERGENCY OVERRIDE

The Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

#### SECTION 3.12 - DELIVERY OF SIGNALS

The Franchisee will abide by the Consumer Electronics Equipment Compatibility provision of Federal law (47 USC §544a).

#### SECTION 3.13 - LEASED ACCESS CHANNELS

Pursuant to 47 U.S.C. §532, the Franchisee shall make Channel capacity available as required by the Cable Act for Leased Access use to a Person, group, organization or entity upon reaching an appropriate agreement. Rates for the use of Leased Access Channels shall be set in accordance with the provisions of the Cable Act.

### SECTION 3.14 - MUNICIPAL CABLE DROPS TO CABLE SYSTEM

The Franchisee shall continue to provide, at no cost to the Town, one (1) Drop, Outlet and Basic Service, to all schools and Municipal Buildings and future schools and Municipal Buildings which are within two hundred fifty feet (250') feet of Feeder Cable. Should the distance be greater, the school or the Town will pay Franchisee a one-time installation fee, including all costs for labor and materials necessary to perform the non-standard installation or construction. The Franchising Authority or its designee shall consult with the appropriate individuals to determine the appropriate location of each Drop and Outlet prior to requesting that the Franchisee install the complimentary service. Nothing in this Section shall require Franchisee to install an additional Drop or Outlet to any school or Public or Municipal Building which already has a free Drop or Outlet provided under the terms of the previous Franchise Agreement.

## ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS

### SECTION 4.1 - SYSTEM MAINTENANCE

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

(b) The construction, maintenance and operation of the Cable System for which this Franchise is granted shall be done in conformance with OSHA, the National Electrical Safety Code, the rules and regulations of the FCC and applicable State and local laws and ordinances.

(c) The Cable System shall be constructed, operated and maintained so as to comply, at a minimum, with all FCC requirements as to Signal quality and characteristic and so as to avoid interference with television reception, radio reception, telephone communications or other electronic installations in Town. Upon request by the Franchising Authority or its designee, Franchisee shall provide proof of compliance of FCC Signal requirements.

(d) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the said operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its wire, cable, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Town.

(e) The Cable System, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(f) The Signal of any television station carried on the Cable 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 as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to Cable Systems.

(g) The Town reserves the right to reasonably inspect the Cable System equipment of the Franchisee in the Town, all construction and installation work for compliance with applicable laws, ordinances and regulations and with the provisions of the Renewal Franchise, in order to ensure compliance with the terms and conditions of the Renewal Franchise and all applicable laws. The Franchisee shall fully cooperate in such inspections; provided however that such inspections are reasonable and do not interfere with the employees, operation or performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall have a representative present during such inspections. All inspections shall be at the expense of the Town.

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

(i) Upon written notice from the Town, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within forty five (45) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Town when the deficiency has been corrected.

#### SECTION 4.2 - REPAIRS AND RESTORATION

(a) Maintenance of Cable System: Franchisee shall adhere to a preventive maintenance policy at the performance standard set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other maintenance activities, Franchisee shall do so at such

time as will cause the least inconvenience to Subscribers. Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System only during periods of minimum use.

(b) Repairs to Public Property: Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable, subject to all permitting and code specifications. Franchisee shall notify the Franchising Authority when such repairs are completed. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, after Franchisee's receipt of written notification from the Franchising Authority, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

(c) Failure to Repair: In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this Renewal Franchise to be properly completed in any Public Way within any time prescribed, the Franchising Authority may cause such work or other act to be performed or completed in whole or in part, and prior to so doing shall submit to Franchisee in advance an itemized estimate of the cost thereof. Franchisee shall, within thirty (30) days after receipt of a statement of the actual cost incurred, pay to the Franchising Authority the entire amount thereof. Subject to Section 7.4 herein, the Franchising Authority, at its option, may draw upon the bond described herein to recover any cost incurred pursuant to this Section should Franchisee fail to pay such costs.

(d) Repairs to Private Property: The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation,

operation or maintenance of the Cable System, within forty-five (45) days of written notification of the damage.

#### SECTION 4.3 - CABLE LOCATION

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

(b) In all areas of the Town where existing public utility lines are aerially placed, if subsequently during the term of the Renewal Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law.

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

#### SECTION 4.4 - TREE TRIMMING

The Franchisee shall have the authority to trim trees upon and overhanging the Public Ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable State law and any Town ordinances and regulations, and following all abutter notice requirements and obtaining any required permissions from the Planning Board or Selectboard to trim on any "scenic roads" designated pursuant to RSA 231:157.

#### SECTION 4.5 - STRAND MAPS

Within sixty (60) days from a request in writing from the Franchise Authority, the Franchisee shall provide to the Town a set of strand maps indicating underground and aerial cable plant within the Town.

#### SECTION 4.6 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of seventy-two (72) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure as defined in Section 8.2 hereof.

#### SECTION 4.7 - RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscriber's reasonable request for location of entry and shall in other respects observe standard specifications for Drop connections into the residence. Exterior wiring on a residence shall be installed as unobtrusively as possible. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

#### SECTION 4.8 - BUILDING MOVES

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

#### SECTION 4.9 - DIG SAFE

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

**ARTICLE 5 – CUSTOMER SERVICE, MARKETING OF SERVICES AND CONSUMER  
PROTECTION**

**SECTION 5.1 - CUSTOMER SERVICE**

(a) Franchisee shall comply with customer service standards as set forth by the FCC in accordance with the Cable Act and as set forth in applicable New Hampshire statutes, as amended from time to time. The federal standards are currently set out in 47 C.F.R. § 76.309; 76.1602-1603 and 76.1619, which provisions are set out in Exhibit B and incorporated herein.

(b) If an historical record of complaints indicates a clear failure to comply with the telephone answering standards in 47 C.F.R. §76.309, Franchisee shall acquire equipment to perform surveys to measure compliance and shall share the results of such surveys with the Franchising Authority on a timely basis.

(c) Franchisee shall maintain a convenient location for the payment of customer bills within the New Hampshire seacoast area.

(d) The Franchisee shall make all reasonable efforts to respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible.

(e) Except as limited by State or Federal law or FCC regulations concerning privacy, Franchisee shall maintain a record of all written complaints and such records shall be available at Franchisee's local office for at least one (1) year for inspection by the Town as it may from time to time request, during regular business hours and upon reasonable notice. Nothing herein shall be deemed to require Franchisee to maintain records of oral complaints which can be handled to the customer's satisfaction in the course of the initial conversation in which the complaint is made or does not require technical field response. If so requested by the Franchising Authority, in its Annual Report, as provided in Section 7.3, the Franchisee shall provide to the Town an accounting of the number and nature of such complaints.

(f) The Franchisee shall maintain its records as required by and in a manner not inconsistent with applicable Federal or State law or regulation.

#### SECTION 5.2 - TERMINATION OF SERVICE

In the event a Subscriber's service is terminated, monthly charges for service shall be pro-rated on a daily basis and, where advance payment has been made by a Subscriber, the appropriate refund shall be made by Franchisee to the Subscriber. Franchisee shall have the right to disconnect a Subscriber for failure to pay an overdue account.

#### SECTION 5.3 - SERVICE INTERRUPTIONS

In the event of a Cable Service interruption to any Subscriber for twenty-four (24) or more consecutive hours, Franchisee shall grant such Subscribers a pro rata credit or rebate on a daily basis of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. Credits or rebates shall be applied as described above, after due notice to the Franchisee from the Subscriber, either via telephone or in writing, at the choice of the Subscriber. Notwithstanding the foregoing, in Franchisee's discretion in the event of any Town-wide Cable Service Interruption of up to 90% of customers in the Town for twenty-four (24) hours or more, Franchisee may apply an automatic credit to Subscribers' bills or, at its option, apply such credit to any outstanding balance then due. Franchisee shall consider a similar credit for any Service Interruptions lasting less than twenty-four (24) hours, excluding interruptions which are beyond the control of the Franchisee, such as, but not limited to, electrical outages, acts of God, or for any reason of force majeure.

#### SECTION 5.4 - IDENTIFICATION

Franchisee shall ensure that all of its vehicles, employees, agents and subcontractors are reasonably identified to the general public. Vehicles of Franchisee, its agents and subcontractors, shall be identified with the name of the company, the address and telephone number or website address. Agents and contractors hired by the Franchisee to perform any substantial construction or maintenance work on the Cable System (meaning more than six (6) hours of work) in the Town shall inform the Stratham Police Department of the work location within the Town and provide relevant vehicle identification prior

to commencing such work. Agents and contractors hired by the Franchisee to perform any substantial construction or maintenance work on the Cable System (meaning more than six (6) hours of work) in the Town shall inform the Stratham Police Department of the work location within the Town and provide relevant vehicle identification prior to commencing such work.

#### SECTION 5.5 - SUBSCRIBER PRIVACY AND RIGHTS TO INFORMATION

The conduct of the Franchisee related to Subscriber privacy shall be consistent with and governed by Section 631 of the Cable Act, "Protection of Subscriber Privacy," 47 USC § 551, as provided in Exhibit C and incorporated herein. Any Subscriber may, upon written request, examine all records maintained by Franchisee relating to the Subscriber's account. Franchisee shall insure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

## ARTICLE 6 - RATES AND CHARGES

### SECTION 6.1 - RATES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Franchise Agreement is attached hereto for informational purposes only as Exhibit D. Any changes in price for Cable Service, equipment and installation will be in conformance with the Cable Act of 1992 and the rules and regulations of the FCC, and any currently or hereinafter applicable Federal and/or State laws and regulations. The rules currently in Exhibit D are incorporated herein.

(b) Town shall have the right, to the extent granted under State law, the Cable Act and FCC regulations, to regulate rates, equipment, installation and service charges to Subscribers.

(c) The Franchisee may require a deposit or refuse service to any applicant for a bona fide credit reason which relates to the applicant's overdue or delinquent account with the Franchisee. The Franchisee may require that the account of any Subscriber requesting work be current before such work is performed.

(d) Franchisee shall notify the Franchising Authority of any rate adjustment in accordance with Federal law. Franchisee shall, upon request, provide to the Town copies of any materials filed in response to any rate complaint with the Federal Communications Commission (FCC).

(e) The Franchisee may levy collection charges and late fees consistent with industry practice and the prevailing law of New Hampshire.

## ARTICLE 7 - REGULATORY OVERSIGHT

### SECTION 7.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify, defend, and hold harmless the Town, its officials, boards, commissions, committees, agents, representatives, volunteers, and/or employees, at all times during the term of this Franchise Agreement, and any subsequent extensions thereof, from any and all claims for injury and damage to Persons or property, both real and personal, arising directly or indirectly out of the installation, operation, maintenance and/or removal of any Franchisee-owned structure, equipment, wire or cable within the Franchise area. The Town shall give the Franchisee timely written notice of its obligation to indemnify and defend the Town.

### SECTION 7.2 - INSURANCE

(a) From the Effective Date and at all other times during the term of the Franchise, including the time for removal of facilities provided for herein, the Franchisee shall obtain, pay all premiums for, and provide upon written request the Franchising Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(i) A comprehensive general liability policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, employees, volunteers, agents, and representatives as additional insured on a primary and noncontributory basis for all claims on account of injury to or death of a Person or Persons occasioned by the construction, installation, maintenance or operation of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death or property damage in any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. Overall limits of liability may be met through any combination of primary and excess liability insurance policies.

(ii) A property damage insurance policy naming the Franchising Authority, the Town, its officers, boards, committees, commissions, agents, employees, volunteers, agents, and representatives as additional insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance

or operation of the Cable System, with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one Person in any one occurrence.

(iii) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(1) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, consequent death and property damage per occurrence;

(2) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(3) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(iv) Worker's Compensation, including liability benefits and any other legally required employee benefits, shall be supplied in statutory amounts.

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

(c) No later than sixty (60) days after the execution of this Renewal Franchise, Franchisee shall furnish to the Town certificates of insurance. Any certificates for new or replacement insurance coverage shall be provided to the Town within thirty (30) days of when they become effective or upon written request of the Town.

(d) The insurance policies required herein shall each contain an endorsement stating that such insurance policies are intended to cover the liability assumed by the Franchisee under the terms of this Renewal Franchise and shall contain the following endorsement:

It is hereby understood and agreed that this insurance policy shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail or electronic mail (email) of one (1) copy of a written notice of such

intent to cancel, materially change or reduce the coverage required herein.

(e) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(f) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in New Hampshire.

(g) The Franchisee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Franchise under which the Town may immediately suspend operations under this Franchise,

### SECTION 7.3 - REPORTS

Annually, within sixty (60) days of the end of the calendar year, upon written request Franchisee shall provide to the Town a report as provided in Exhibit E containing information regarding the overall operation of the Cable System during the preceding year. The information may include, but not be limited to, status of rates and charges, new Programming services added, status of operating procedures, and results from Subscriber satisfaction surveys, if any.

### SECTION 7.4 - PERFORMANCE BOND

(a) Franchisee shall obtain and maintain during the entire term of this Franchise Agreement, at its sole cost and expense, and filed with the Town, a performance bond, running to the Town, in the amount of Fifty Thousand Dollars (\$50,000) to guarantee the following terms and conditions:

- (i) satisfactory compliance with the provisions of this Franchise Agreement;
- (ii) restoration of pavements, sidewalks and other improvements in accordance with this Franchise;
- (iii) satisfactory removal of the Cable System upon termination of this Franchise Agreement, or any renewal thereof.

(b) Subject to the provisions of Section 7.5, the Town may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 7.4 or Section 7.7. This right to draw upon this bond shall not in any way impede or impair the right of the Franchisee

to appeal the basis for such action. The Town may draw upon this bond and may otherwise recover any and all penalties due to the Town and any and all damages, losses, costs, and expenses suffered or incurred by the Town resulting from the failure of Franchisee to comply with one or more provisions of this Section 7.4 and/or Section 7.7. Such losses, costs and expenses shall include, but not be limited to, reasonable attorney's fees and other legal, consulting and auditing expenses. Nothing herein shall be deemed to permit the Town to collect more than the sums that it is due. The Town may not recover these sums from multiple parties.

(c) The Franchising Authority, after inspection of the construction repair or removal and finding it satisfactory, shall release the additional bond for construction/repair/removal only. If the construction repair or removal is not satisfactory, the Franchising Authority may draw upon this bond.

(d) The obligations regarding the performance bonds in this Section 7.4 shall survive the termination of the Franchise Agreement, or of any renewal thereof.

(e) The performance bond required herein shall contain an endorsement stating that such performance bond is intended to cover the liability assumed by the Franchisee under the terms of this Renewal Franchise and shall contain the following endorsement:

It is hereby understood and agreed that this performance bond shall not be canceled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Franchising Authority by certified mail or electronic mail (email) of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

#### SECTION 7.5 - NOTICE OF OPPORTUNITY TO CURE

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Renewal Franchise, except as excused by force majeure, and prior to instituting any action against the Franchisee under Section 7.4 (Performance Bond) or Section 7.6 (Revocation), the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in

default and the details relating thereto. The Franchisee shall have forty-five (45) days from the receipt of such notice to:

(i) respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or

(ii) cure any such default (and provide written evidence of the same) or, in the event that by nature of the default such default cannot be cured within such forty-five (45) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. In the event that repairs require more than forty-five (45) days, the Franchisee shall report to the Franchising Authority, in writing, by certified mail, at thirty (30) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.

(b) In the event that (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(c) Within forty-five (45) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in default, the Franchising Authority may determine to pursue any lawful remedy available to it, including revocation of the Renewal Franchise pursuant to Section 7.6. In the event that the Franchising Authority does not issue a final report, said notice of default shall be considered null and void.

#### SECTION 7.6 - REVOCATION OF FRANCHISE; DEFAULT

The Franchise issued hereunder may, after due notice and hearing as defined herein, be revoked by the Franchising Authority for any of the following reasons:

- (i) For failure to comply with any of the material terms and conditions of the Franchise;
- (ii) The repeated failure, as determined by the Franchising Authority, to maintain Signal

- quality pursuant to FCC standards;
- (iii) For any Transfer or assignment of the Franchise Agreement or control thereof without the approval of the Franchising Authority;
  - (iv) For failure to maintain a Bond as described in Section 7.4 or to maintain insurance as described in Section 7.2 (a hearing is not required for revocation for failure to maintain the Bond or required insurance policies).

#### SECTION 7.7 – REMOVAL OF SYSTEM OPEN

In accordance with applicable law, upon termination of the Franchise Agreement or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its Cable System, supporting structures, poles, transmission and distribution systems and other appurtenances from the Public Ways and other public places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority may draw on the performance bond, may deem any property not removed as having been abandoned, or at the Franchisee's expense, the Franchising Authority may remove or cause to be removed any components of the Cable System and restore the areas to their original condition.

#### SECTION 7.8 - INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of Federal and State law and the rules and regulations of the FCC, as they may be amended from time to time, are incorporated herein by reference and shall control the interpretation and performance of this Franchise to the extent that any provision of this Franchise conflicts with or is inconsistent with such laws, rules or regulations.

#### SECTION 7.9 - EQUAL EMPLOYMENT OPPORTUNITY

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

## **ARTICLE 8 - MISCELLANEOUS**

### **SECTION 8.1 - SEVERABILITY**

If any Section, paragraph, term or provision of this Franchise Agreement is determined to be illegal, invalid or unconstitutional by any court of competent jurisdiction or by any State or Federal regulatory agency having jurisdiction thereof, such determination shall have no effect on any other Section, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of this Franchise Agreement or any extensions thereof.

### **SECTION 8.2 - FORCE MAJEURE**

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

### **SECTION 8.3 - NOTICES**

Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to:

Attn: Selectboard  
Town of Stratham  
10 Bunker Hill Avenue  
Stratham, NH 03885

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

Comcast Cable Communications, Inc.  
Attn: Government Relations  
5 Omni Way Chelmsford , MA 01824

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

or such other address as the Franchisee may specify in writing to the Franchise Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

#### SECTION 8.4 - AMENDMENT OR MODIFICATION

This Franchise shall not be amended or modified except by written agreement following a public hearing of the proposed amendment in a manner consistent with the relevant publication and notice provisions of RSA 43:2 and 43:3.

#### SECTION 8.5 - DELEGATION

Town may delegate to any Town official, employee, agency or commission the authority to exercise any of Town's rights hereunder which may lawfully be so delegated.

#### SECTION 8.6 – CHOICE OF FORUM/JURISDICTION AND CHOICE OF LAW

(a) If the Franchisee or the Franchising Authority wishes to bring against the other a civil action or proceeding arising out of or relating to this Franchise, such action or proceeding may be filed only in a state or federal court in the State of New Hampshire and any and all reference in this Agreement to a

“court of competent jurisdiction” refers specifically and solely to a state or federal court in the State of New Hampshire..

(b) For this purpose, each party consents to personal jurisdiction in such state or federal court in the State of New Hampshire and waives any right to dismiss or transfer such action or proceeding because of the inconvenience of the forum.

(c) Nothing in this section shall prevent enforcement in another forum of any judgment obtained in a court identified in subsection (a).

(d) This Agreement shall be construed under New Hampshire substantive law without regard to any rules governing choice of law.

#### SECTION 8.7 - FINAL AGREEMENT

The Agreement stated herein, in writing, constitutes the final and entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereunto have caused this Franchise to be executed by their duly-authorized representative(s) this \_\_\_\_ day of September, 2021.

**TOWN OF STRATHAM**

By its Selectboard

\_\_\_\_\_  
Michael Houghton, Chair

\_\_\_\_\_  
Joseph Lovejoy

\_\_\_\_\_  
Allison Knab

Accepted by:  
**COMCAST OF MAINE/NEW  
HAMPSHIRE, INC.**

Name:  
Title:  
Duly authorized

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**Exhibit A - Channel Offerings**

*Please see attached.*

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## Exhibit B - Customer Service Regulations

### Code of Federal Regulations 47 C.F.R. § 76.309

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Cable operators 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.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(ii) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, Pay-Per-View events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

### **Regulations Re: Notifications**

#### **Sec. 76.1602 Customer service--general information.**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

- (1) Products and services offered;
- (2) Prices and options for programming services and conditions of subscription to programming and other services;
- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions of programming carried on the system; and
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(c) Subscribers shall be advised of the procedures for resolution of complaints about the quality of the television signal delivered by the cable system operator, including the address of the responsible officer of the local franchising authority.

#### **Sec. 76.1603 Customer service--rate and service changes.**

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (b) of this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

(b) Cable operators shall provide written notice to subscribers of any changes in rates or services. Notice shall be provided to subscribers at least 30 days in advance of the change, unless the change results from circumstances outside of the cable operator's control (including failed retransmission consent or program carriage negotiations during the last 30 days of a contract), in which case notice shall be provided as soon as possible using any reasonable written means at the operator's sole discretion, including Channel Slates. Notice of rate changes shall include the precise amount of the rate change and explain the reason for the change in readily understandable terms. Notice of changes involving the addition or deletion of channels shall individually identify each channel affected.

(c) A cable operator not subject to effective competition shall provide 30 days' advance notice to its local franchising authority of any increase proposed in the price to be charged for the basic service tier.

(d) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

Note 1 to Sec. 76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

Note 2 to Sec. 76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

Note 3 to Sec. 76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

**Sec. 76.1619 Information on subscriber bills.**

(a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days. The required response may be delivered by email, if the consumer used email to make the request or complaint directly to the cable operator, or if the consumer specifies email as the preferred delivery method in the request or complaint.

(c) A cable franchise authority may enforce the customer service standards set forth in this section against cable operators. The franchise authority must provide affected cable operators 90 days written notice of its intent to enforce standards.

## Exhibit C - Privacy Laws

47 USC § 551. Protection of subscriber privacy

### **(a) Notice to subscriber regarding personally identifiable information; definitions**

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

- (A) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;
- (B) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;
- (C) the period during which such information will be maintained by the cable operator;
- (D) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and
- (E) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

- (A) the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;
- (B) the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and
- (C) the term “cable operator” includes, in addition to persons within the definition of cable operator in section 522 of this title, any person who
  - (i) is owned or controlled by, or under common ownership or control with, a cable operator, and
  - (ii) provides any wire or radio communications service.

### **(b) Collection of personally identifiable information using cable system**

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

- (A) obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or
- (B) detect unauthorized reception of cable communications.

### **(c) Disclosure of personally identifiable information**

(1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent

unauthorized access to such information by a person other than the subscriber or cable operator.

**(2)** A cable operator may disclose such information if the disclosure is—

**(A)** necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;

**(B)** subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;

**(C)** a disclosure of the names and addresses of subscribers to any cable service or other service, if—

**(i)** the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and

**(ii)** the disclosure does not reveal, directly or indirectly, the—

**(I)** extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or

**(II)** the nature of any transaction made by the subscriber over the cable system of the cable operator; or

**(D)** to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

**(d) Subscriber access to information**

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

**(e) Destruction of information**

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) of this section or pursuant to a court order.

**(f) Civil action in United States district court; damages; attorney's fees and costs; nonexclusive nature of remedy**

**(1)** Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

**(2)** The court may award—

**(A)** actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

**(B)** punitive damages; and

**(C)** reasonable attorneys' fees and other litigation costs reasonably incurred.

**(3)** The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

**(g) Regulation by States or franchising authorities**

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

**(h) Disclosure of information to governmental entity pursuant to court order**

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

**(1)** such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case; and

**(2)** the subject of the information is afforded the opportunity to appear and contest such entity's claim.

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**Exhibit D - Current Schedule of Rates and Charges**

*Please see attached.*

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**Exhibit E - Form of Annual Report**  
to Stratham, NH for \_\_\_\_\_(year)

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Headend (Reception Facility):

Franchise Fee Paid: \$ \_\_\_\_\_

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for installation over 250 feet from existing plant:

Upon written request from the Franchising Authority, Franchisee shall also provide the following:

Customer Service Statistics:

- a) Number of reports of system outages and response time for such outages:
- b) A summary of written complaints and brief description re: resolution of such complaints:

Updated Labor/Material Costs (if applicable) for Installation over 250 feet from existing plant: