

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

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RENEWAL CABLE TELEVISION FRANCHISE AGREEMENT

BETWEEN THE

TOWN OF RYE, 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 Rye (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 dated August 15, 2006 in conformity with the Cable Communications Policy Act of 1984, as amended (the Cable Act); and

WHEREAS, the Town commenced the process of ascertaining the cable-related needs and interests of the community with a public hearings on February 5, 2007, June 25, 2007 and September 17, 2007; and

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

WHEREAS, the Board of Selectmen, 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 Rye; and

WHEREAS, the Board of Selectmen 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 Board of Selectmen and Comcast agree that this Franchise Agreement is issued upon the following terms and conditions:

## ARTICLE I -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) Programming.

(b) Access Programming or PEG Access Programming: (i) "Educational": Non-commercial locally produced Programming, produced by Town of Rye 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 Rye 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: Any Person who or which directly or indirectly controls and owns an interest in the Franchisee; any Person which the Franchisee directly or indirectly controls and in which the Franchisee owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in the Franchisee.

(d) Basic Service: That Service Tier which includes at a minimum the retransmission of local television broadcast Signals, the Town's and/or the City of Portsmouth's PEG Access Channels, and other Signals as defined by the FCC and services required by the Cable Act.

(e) Broadcast: Over-the-air transmission by a radio or television station.

(f) 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).

(g) Cable Service or Service: The one way transmission to Subscribers of (i) Video Programming, or other 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.

(h) 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:

1. facility that services only to retransmit the television Signals of one or more television Broadcast stations;
2. facility that services Subscribers without using any public right-of-way;
3. 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;
4. an open video system that complies with Section 653 of the Communications Act;  
or
5. any facilities of any electric utility used solely for operating its electric utility systems.

(i) Channel: A frequency or set of frequencies with sufficient capacity to carry either one analog video Signal or a number of audio and/or digital Signals.

(j) 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.

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

(l) Effective Date: January 10, 2011.

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

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

(o) Franchisee: Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Franchise Agreement.

(p) Franchise or Franchise Agreement or Renewal Franchise: The Franchise granted herein and any amendments or modifications in accordance with the terms herein.

(q) Franchise Fee: The payments to be made to the Franchise Authority or other governmental entity 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. The Franchise Fee shall not include capital costs incurred by the cable operator pursuant to the terms of this Franchise Agreement for educational or governmental access facilities. In addition, the Franchise Fee shall not include any fee imposed under title 17, United States Code or any charge incidental to the awarding or enforcing or renewal of the Franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification penalties or liquidated damages, consulting fees, attorneys' fees, or sign up bonus.

(r) Franchisor or Franchising Authority: The Board of Selectmen of the Town of Rye, New Hampshire, or its designee. in accordance with applicable federal and state law.

(s) Gross Annual Revenues: Revenue received by the Franchisee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitations and calculated in accordance with

generally accepted accounting principles: 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, up-grade 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, excluding commissions and any agency fees, 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. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue 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; 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.

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

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

(v) 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.

(w) 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.

(x) Person: Any corporation, partnership, limited partnership, association, trust,

organization, other business entity, individual or group of individuals acting in concert.

(y) Private Roads: Private rights of way or non-public roadways not classified as highways by Chapter 231 of the Revised Statutes Annotated of New Hampshire which provide access to two or more free-standing, non-connected residential buildings as residential buildings.

(z) 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.

(aa) Public Way(s): 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.

(bb) Residential System: The 750 MHz Cable Television System to be operated and maintained by the Franchisee over which Signals can be transmitted to Subscribers.

(cc) 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.

(dd) 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.

(ee) 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.

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

(gg) Standard Installation: The standard two hundred twenty (220) foot Drop connection to the existing distribution system.

(hh) Subscriber: Any Person, firm, company, municipality, corporation or association lawfully receiving Cable Services from the Franchisee under the schedule of charges filed with the Town.

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

(jj) Town: The Town of Rye, New Hampshire.

(kk) 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.

(ll) 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 Board of Selectmen, acting as the Franchising Authority, hereby grants a non-exclusive Franchise to Comcast of Maine/New Hampshire, Inc., authorizing and permitting said Franchisee to construct, upgrade, operate and maintain a Cable System within the municipal limits of the Town of Rye.

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.

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 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 Rye.

## SECTION 2.2 - TERM

The term of this non-exclusive Franchise Agreement shall be for a period of five (5) years and shall commence on January 10, 2011, following the expiration of the current Franchise, and shall terminate at midnight on January 9, 2016. The term of this Franchise Agreement is subject to all 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. 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.

## SECTION 2.3 - RENEWAL OF FRANCHISE

The renewal of this Franchise shall be governed by applicable federal law and regulations promulgated there under and by applicable New Hampshire law.

## SECTION 2.4 – FRANCHISE FEE

(a) At the option of the Franchising Authority, at any time after the one year anniversary of the Effective Date, by vote of the Board of Selectmen for the Town at a public meeting, the Franchising Authority may request in writing and the Franchisee shall provide Franchise Fees to the Town, equal to an amount up to five percent (5%) of the Franchisee's

Gross Annual Revenues, paid quarterly. Such Franchise Fee shall be implemented within ninety (90) days after written notice from the Board of Selectmen, and including thirty (30) day notice to Subscribers.

(b) The Franchisee's payments to the Town shall be made on a quarterly basis forty-five (45) days after close of each calendar quarter. The first and last payments shall be prorated, if necessary.

(c) If the Franchising Authority has exercised its option pursuant to (a) above and has implemented Franchise Fees at less than five percent (5%) of the Franchisee's Gross Annual Revenue, then the Franchising Authority shall have the option, to be exercised by vote of the Board of Selectmen at a public meeting, to increase the Franchise Fees paid annually up to a total of five percent (5%) of the Franchisee's Gross Annual Revenue, as defined herein. Changes to the Franchise Fee made pursuant to this Section shall be implemented within ninety (90) days after written notice of the requested increase from the Board of Selectmen, and including thirty (30) day notice to Subscribers.

(d) In accordance with Section 622(b) of the Cable Act, 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 also include any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act, and any amounts described in Section 2.4(a), but shall not include interest due herein to the Franchising Authority because of late payments and any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act.

(e) Said payments shall be made quarterly within forty-five (45) days after the end of the calendar quarters. Each payment shall be accompanied by a statement certifying the factual basis for payment, including a break-down by category and source of Franchisee's Gross Annual Revenues upon which such payment is based. The Town may designate a particular Town account or fund, including any reserve or trust fund duly established, to which the Franchisee

shall direct Franchise Fees due hereunder.

(f) Within one hundred twenty (120) days of the payments of the Franchise Fee described above, the Town may, as needed to verify the appropriateness of such payment, request in writing and the Franchisee shall make available its financial records insofar as they apply to the calculation of Gross Revenues and Franchise Fee, and the Town may subject said records and books to independent audit at the Town's expense so as to verify the amount due to the Town for Franchise Fees. At any other time during the life of this Franchise, the Town 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 Town's expense the financial records and books of Franchisee insofar as they apply to the calculation of Gross Revenue and Franchise Fees paid to the Town; provided, however, that if the Town 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.

(g) 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 Town may have for further or additional sums payable under provisions of this Franchise or (ii) any other claim whatsoever, provided, however, that if the Town knows or reasonably should have known that a payment is incorrect, it must challenge such payment within one (1) year of such Franchise Fee payment.

(h) The Franchising Authority agrees to protect any proprietary information supplied from disclosure by treating such information as confidential to the extent permitted by RSA 91-A. Independent auditors and/or Town employees, officials, or agents may be required to sign a confidentiality non-disclosure agreement with the Franchisee prior to the Franchisee releasing its financial records.

(i) Franchisee reserves its rights to pass through any and all eligible Franchise-related

costs to Subscribers, including Franchise Fees.

#### 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) For purposes of this Section, a Transfer or assignment of this Franchise or control thereof between commonly controlled entities, between affiliated companies or between parent and subsidiary corporations shall not constitute a Transfer or assignment. No consent shall be required for (i) 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, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. An affiliated company is one that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(c) 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 Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as 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 obligations 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 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 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. In the event that other similarly-situated utilities or service providers are compensated or reimbursed for the costs of said relocation by the Town, then the Franchisee shall also receive compensation or reimbursement from the Town.

## 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 and 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 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. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

#### 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 law 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 sixty (60) 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 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 twenty feet (220') of Franchisee's distribution cable. 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 twenty feet (220') of the trunk and distribution cable shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installations are considered non-Standard Installations. All non-Standard Installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

## SECTION 3.2 – SUBSCRIBER CONNECTION

(a) The Franchisee shall, within sixty (60) 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 twenty (220) 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 twenty (220) 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 sixty (60) days of either a written request for such connection by the occupant or owner of the dwelling or within sixty (60) 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 and availability of construction crews and materials. If requested 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 PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit A**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of Programming changes as they exist or as they may be amended from time to time.

#### 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.

#### SECTION 3.5 - PARENTAL CONTROL CAPABILITY

(a) Upon request, at no separate charge, the Franchisee shall provide Subscribers with the capability to control the reception of one or more Channel on the Cable System.

(b) The Franchise 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) Franchisee shall continue to provide to the Town the ability to receive Access Programming through the City of Portsmouth's Access Channels for public, governmental and educational (PEG) Access Programming. Franchisee shall continue to maintain all equipment

necessary for the Town's Subscribers to receive the Signals for the City of Portsmouth's PEG Access Programming. If a digital simulcast is available, the PEG Channels shall be provided in both analog and digital format until such time as the system transitions to all digital. At that time, the PEG Channels will be delivered in digital format only.

In addition to other access for the benefit of the Town, the Town shall have the right to have public and community service announcements and other Town information broadcast by character generation on the City of Portsmouth PEG Access Channel.

(b) At the option of the Franchising Authority, on or after the second anniversary of the Effective Date, at a public meeting and by vote of the Board of Selectmen for the Town, the Franchising Authority may request in writing and Franchisee shall provide within ninety (90) days of that request, capacity on one (1) Channel for a PEG Access Channel to be used for public Video Programming provided by the Franchising Authority or its designee, educational access Video Programming provided by the Franchising Authority or designated educational institution, and governmental Video Programming provided by the Franchising Authority. If the City of Portsmouth has more than two Access Channels dedicated to its use, in order for Franchisee to provide channel capacity for the Town's PEG Access Channel, Franchisee reserves the right to replace one of the Portsmouth Access Channels with the channel capacity dedicated to the Town of Rye. If Franchisee exercises this right, it shall so notify the Franchising Authority, prior to replacement of a Portsmouth Access Channel. The Franchising Authority shall choose which of the Portsmouth Access Channels it wishes to replace with the Town's PEG Access Channel and provide that choice to Franchisee in writing. In the event that a Channel is not available at the time of the request, at the Town's option the Franchisee may place the additional Channel on the most basic digital tier of service, or the Franchisee shall have eighteen (18) months from the time of the request to provide said Channel. A public, educational and governmental 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, 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 relocation.

#### SECTION 3.7 - ORIGINATION LOCATION FOR LIVE PEG ACCESS PROGRAMMING

If the Franchising Authority exercises its option pursuant to Section 3.6 (b) above, it may also choose to designate an origination location for live PEG Access Programming, and, if it does so, Franchisee shall construct the necessary video return line to enable the Signals to be delivered to the head end. Franchisee and the Franchising Authority will discuss the most cost-effective solution to endeavor to minimize the cost of such construction to the Subscribers. All such construction costs shall be paid in advance by the Town.

### SECTION 3.8 - EMERGENCY OVERRIDE

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

### SECTION 3.9 - DELIVERY OF SIGNALS

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

### SECTION 3.10 - 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 3.11 - MUNICIPAL CABLE DROPS TO RESIDENTIAL NETWORK

(a) 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 listed in **Exhibit B**, and future schools and Municipal Buildings, which are within two hundred twenty (220) 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 installation. 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 free service.

(b) Nothing in this Section shall require Franchisee to move existing or install additional Drops or Outlets at no charge to those buildings included in **Exhibit B**, or to move existing or install additional Drops or Outlets already installed in Municipal Buildings pursuant to Subsection (a) above.

(c) The Franchisee shall not be responsible for any internal wiring of such Public Buildings.

## 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 the 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) All structures and all lines, equipment and connections in, over, under, and upon the Public Ways and Private Roads and places of the Town, 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 or radio 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 all construction and installation work for compliance with applicable laws, ordinances and regulations and with the provisions of the Renewal Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections provided, however, that such inspections are reasonable and do not interfere with the 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 be entitled to 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 Franchise, 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 twenty-one (21) 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 Public Way 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 the provisions of Sections 7.4 and 7.5 herein, the Franchising Authority 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, promptly 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.

#### 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.

(b) In all areas of the Town where public utility lines are aerielly 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. Franchisee reserves the right to pass unreimbursed costs through to its customers in accordance with applicable law.

(c) Nothing in this Section 4.3 shall be construed to require the Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances 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 streets, alleys, sidewalks and 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.

#### SECTION 4.5 - PLANT MAPS

Franchisee shall maintain a complete set of plant maps of the Town which will show those areas in which its facilities exist. The plant maps will be retained at Franchisee's New Hampshire seacoast office, subject to relocation by Franchisee, upon notice to the Town, and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

#### SECTION 4.6 - EMERGENCY POWER

The Cable System shall incorporate equipment capable of providing standby powering of the head end for a minimum of forty-eight (48) 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 exclusively 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 the federal customer service standards as set forth by the FCC in accordance with the Cable Television Consumer Protection and Competition Act of 1992, as amended from time to time and as set forth in applicable New Hampshire statutes. These standards are currently set out in 47 CFR §76.309; 76.1602-1603 and 1619, which provisions are set out in **Exhibit C** and incorporated herein.

(b) Franchisee shall provide and maintain a toll-free twenty-four (24) hour answering line. At the time of initial subscription, Franchisee shall provide each household with a notice of billing practices and dispute procedures which notice shall include Franchisee's telephone number.

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.

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

All of the Franchisee's employees, contractors and subcontractors entering upon private property in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Franchisee and bearing a picture of said employee. If such employee(s) cannot produce such a photo identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Franchisee. All of Franchisee's and/or its contractors' or subcontractors' vehicles performing work on the Cable System in the Town shall be placarded with proper identification, making them readily identifiable.

Agents and contractors hired by the Franchisee to perform any substantial work on the Cable System in the Public Ways in the Town that disrupts or has the potential to disrupt the flow of traffic and/or is for an extended period (more than half a day) shall inform the Rye Police Department of the work location within the Town and provide relevant vehicle identification.

#### SECTION 5.5 - SUBSCRIBER ANTENNAE

Franchisee shall not remove any television antennae of any Subscriber, but shall, at

Franchisee's actual cost plus a reasonable rate of return, offer an adequate switching device to allow Subscriber to choose between cable television and non-cable reception.

#### SECTION 5.6 - SUBSCRIBER PRIVACY AND RIGHTS TO INFORMATION

The Franchisee shall not collect, store, use or make available to any third party data relating to individual Subscriber households without first giving the Subscriber the opportunity to remove his or her name from the Franchisee's list of Subscribers, unless such disclosure is necessary to provide Cable Service or to conduct cable-related business activities (for example, disclosure to the company that addresses and mails out monthly bills and guides, the Programming services or a collections services for past due accounts). The conduct of the Franchisee under this Section shall be consistent with and governed by Section 631 of the Cable Act, "Protection of Subscriber Privacy," 47 USC §551, as provided in **Exhibit D** 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) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations pursuant to 47 U.S.C. 543. 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 E**. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and state notice requirements and rules and notify effected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Franchising Authority acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act certain costs of an Access Channel and other Renewal Franchise requirements may be passed through to Subscribers in accordance with federal law.

## ARTICLE 7 - REGULATORY OVERSIGHT

### SECTION 7.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify and hold the Town harmless at all times during the term of this Franchise Agreement, and subsequent renewals, if any, from any and all claims for injury and damage to Persons or property, both real and personal, caused by the installation, operation or maintenance of any structure, equipment, wire or cable within the Franchise area. Upon timely receipt of notice of any such claim in writing from the Franchising Authority, the Franchisee shall at its own expense defend any action or proceeding against the Town in which it is claimed that personal injury or property damage was caused by activities of the Franchisee, its employees and/or agents, in the installation, operation or maintenance of its Cable System.

### SECTION 7.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Renewal Franchise, the Franchisee and listing the Town as an additional named insured against any and all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of insurance against liability for

injury or death to any Person shall be no less than One Million Dollars (\$1,000,000). The amount of insurance for excess liability shall be no less than Five Million Dollars (\$5,000,000) in umbrella form.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000).

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

(d) 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.

(e) 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.

(f) All of Franchisee's insurance policies and certificates of insurance shall stipulate that the coverage afforded by the policies will not be canceled until at least thirty (30) days' prior notice has been given to the Town.

### SECTION 7.3 - REPORTS

Annually, within sixty (60) days of the end of the calendar year, and upon written request of the Franchising Authority, Franchisee shall provide to the Town a report as provided in **Exhibit F** 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, an irrevocable performance bond in the amount of Twenty Thousand Dollars (\$20,000) running to the Town with a surety company qualified to do business in the State of New Hampshire to guarantee the following terms and conditions:

- (i) restoration of pavements, sidewalks and other improvements in accordance with this Franchise;
- (ii) satisfactory operation of the Cable System in compliance with the material terms and conditions of this Franchise;
- (iii) the indemnification of the Town as provided in Section 7.1; and
- (iv) the satisfactory removal of the Cable System pursuant to Section 7.7.

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, subject further to the provisions of Section 7.5 herein. 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.

- (b) The total amount of the bond shall be forfeited in favor of the Town in the event:
- (i) Franchisee abandons the Cable System or any part thereof at any time during the term of this Franchise; or
  - (ii) Franchisee fails to purchase and maintain insurance as required by this Franchise; or
  - (iii) Franchisee fails to perform any material obligations under this Franchise or in any way violates the terms of this Franchise.

(c) 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. 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.

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

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 of Franchise; Default), the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions of which the Franchising Authority believes Franchisee may have been in default and the details relating thereto. The Franchisee shall have sixty (60) days from the receipt of such notice to:

(a) 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

(b) 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 sixty (60) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. 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.

(c) 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 sixty (60) 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.

(d) Within thirty (30) 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 performance bond as described in Section 7.4 or to maintain insurance as described in Section 7.2.

## SECTION 7.7 - REMOVAL OF SYSTEM

Upon termination of the Franchise Agreement or of any renewal hereof by passage of time or otherwise, the Franchisee shall remove its 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 deem any property not removed as having been abandoned, or at the Franchisee's expense 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 complies with the 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 renewal or renewals hereof.

### 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: Board of Selectmen  
Town of Rye  
10 Central Road  
Rye, NH 03870

or such other address as the Franchising 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: Director of Government & Community Relations  
55 Concord Street  
North Reading, MA 01864

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 Franchising 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 OF MODIFICATION

This Franchise shall not be amended or modified except by mutual written agreement by

the parties following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA 33:8-a.

#### SECTION 8.5 - ANNUAL TOWN REVIEW

At the Town's request, and within thirty (30) days of such a request, the Franchisee will attend an annual meeting with authorized Town official(s) to review compliance with the terms of this Franchise and matters of interest to either party. No later than thirty (30) days prior to such meeting either party may submit a list of items to be reviewed.

#### SECTION 8.6 - 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 8.7 -FINAL AGREEMENT

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

(Here ends this page)

## Exhibit C - Customer Service Regulations

### **Code of Federal Regulations 47 CFR §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) Effective July 1, 1993, a cable operator 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.

Exhibit B - Residential Service to Public and Municipal Buildings

Building	Address
Rye Elementary School	461 Sagamore Road
Rye Junior High School	501 Washington Road
Rye Public Library	581 Washington Road
Rye Public Safety Complex/ Police and Fire Departments	555 Washington Road
Rye Town Hall	10 Central Road
Rye Highway Department	309 Grove Road

## Exhibit A – Video Programming Categories

Franchisee shall provide the following broad categories of Video Programming:

- News programming;
- Sports Programming
- Public affairs Programming;
- Children's Programming
- Entertainment Programming; and
- Local programming

IN WITNESS WHEREOF, the parties hereunto have caused this Franchise to be executed by their duly-authorized representative(s) this 10<sup>th</sup> day of January, 2011.

TOWN OF RYE

By its Board of Selectmen

\_\_\_\_\_  
Selectman



\_\_\_\_\_  
Selectman



\_\_\_\_\_  
Selectman

Accepted by:

COMCAST OF MAINE/NEW  
HAMPSHIRE, INC.



\_\_\_\_\_  
Name: Kevin M. Casey  
Title: President, NorthCentral  
Division  
Duly authorized

(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) Effective July 1, 1993, 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) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers 30 days in advance of any significant changes in the other information required by Sec. 76.1602.

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give 30 days' written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain day parts.

(d) A cable operator shall provide written notice to a subscriber of any increase in the price to be charged for the basic service tier or associated equipment at least 30 days before any proposed increase is effective. The notice should include the name and address of the local franchising authority.

(e) To the extent the operator is required to provide notice of service and rate changes to subscribers, the operator may provide such notice using any reasonable written means at its sole discretion.

(f) 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.

(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 D - 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.

## Exhibit E - Current Schedule of Rates and Charges

### Digital TV Prices <sup>1</sup> Open a whole new world with the next generation of television entertainment.

Basic Service <sup>3</sup>	Expanded Basic Service <sup>2</sup>	Digital Economy (with other service) <sup>4</sup>	Digital Economy <sup>4</sup>	Digital Starter <sup>5</sup>
\$18.65	\$44.10	\$29.95	\$39.95	\$62.75

### XFINITY BUNDLE PACKAGES TV, Internet and Voice

**Starter XF Triple Play** ..... \$129.99/mo.

- SurePrice monthly price for this bundle is \$114.99
- Standard monthly price for this bundle is \$129.99

Includes: Digital Starter video service with one digital set-top box and remote control, XFINITY Internet Performance Service and XFINITY Voice Comcast Unlimited<sup>®</sup>.

**Preferred XF Triple Play** ..... \$139.99/mo.

- SurePrice monthly price for this bundle is \$124.99
- Standard monthly price for this bundle is \$139.99

Includes: Digital Starter and Digital Preferred video service with one digital set-top box and remote control, XFINITY Internet Performance Service and XFINITY Voice Comcast Unlimited<sup>®</sup>.

**HD Preferred XF Triple Play** ..... \$149.99/mo.

- SurePrice monthly price for this bundle is \$134.99
- Standard monthly price for this bundle is \$149.99

Includes: Digital Starter and Digital Preferred video service with HD, one HD digital set-top box and remote control, Starz<sup>®</sup>, XFINITY Internet Performance Service and XFINITY Voice Comcast Unlimited<sup>®</sup>.

**HD Preferred Plus XF Triple Play** ..... \$169.99/mo.

- SurePrice monthly price for this bundle is \$154.99
- Standard monthly price for this bundle is \$169.99

Includes: Digital Starter and Digital Preferred video service with HD, one HD digital set-top box and remote control, HBO<sup>®</sup>, Starz<sup>®</sup>, XFINITY Internet Blast!<sup>®</sup> Service and XFINITY Voice Comcast Unlimited<sup>®</sup>.

**HD Premier XF Triple Play** ..... \$199.99/mo.

- SurePrice monthly price for this bundle is \$174.99
- Standard monthly price for this bundle is \$199.99

Includes: Digital Starter, Digital Preferred and Digital Premier video service, HD Technology Fee, your choice of a HD/DVR or AnyRoom DVR HD set-top box and remote control for your primary outlet, HBO<sup>®</sup>, Showtime<sup>®</sup>, Starz<sup>®</sup>, Cinemax<sup>®</sup> and the Sports Entertainment Package, XFINITY Internet Blast!<sup>®</sup> Service and XFINITY Voice Comcast Unlimited<sup>®</sup>.

Please call for restrictions and complete details about service, price and equipment. SurePrice is only available to customers that have had XF Triple Play 12 month promotional packages. Prices, services and features subject to change. Unless otherwise specified, prices shown are the monthly charge for the corresponding package. Prices exclude modem rental, installation, applicable taxes, franchise fees, FCC fees Regulatory Recovery Fee, other state or local fees or other applicable charges (e.g. per-call toll or international charges and activation charges). Service subject to Comcast's standard terms and conditions of service. All trademarks are the property of their respective owners. All rights reserved.

### XFINITY TV Digital Value Packages <sup>6,7</sup>

Includes: Access to On Demand with AnyRoom<sup>®</sup> On Demand, Interactive Program Guide, Digital PPV, and Over 44 channels of music

Digital Preferred	\$16.95
Digital Preferred plus one premium	\$31.45
Any ONE Premium Pack Choice	
Digital Preferred Plus	\$42.45
HBO & Starz Premium Packs	
Digital Preferred plus two premiums	\$42.45
Any TWO Premium Pack Choices	
Digital Premier	\$56.45
Cinemax, HBO, Showtime, and Starz Premium Pack Choices and Sports Entertainment Pack	

### On Demand/IN DEMAND PPV <sup>1,9</sup>

General Entertainment Programming <sup>10</sup>	FREE
AnyRoom <sup>®</sup> On Demand	FREE

Start watching an On Demand program in one room and finish watching in another room using your On Demand Saved Programs folder. Check out [www.xfinity.com](http://www.xfinity.com) for more details.

HBO, Cinemax, Showtime,	Access included with TMC, Starz	Digital Premium Pack subscription only.
Playboy	Access included with Playboy	subscription only.
New Released Movies	\$4.99/Movie	
Library Movies	\$2.99/Movie	
High-Definition Movies	\$5.99/Movie	
Adult Programming	\$ 9.99/Movie - \$13.99/Movie	
IFC In Theaters	\$6.99/Movie	

**Yearly Subscription Content**  
Howard Stern ..... \$119.99

<b>Monthly Subscription Content</b>		
WWE Classics	\$ 7.99	
Howard Stern	\$10.99	
Bollywood Hits	\$12.99	
Bollywood Hits with subscription to Zee TV (South Asian)	\$ 9.99	(Zee TV not available in all areas)
Too Much for TV	\$14.99	
Filipino	\$ 7.99	
Filipino with subscription to Filipino	\$ 5.99	(Filipino not available in all areas)
Disney Family Movies	\$ 5.99	here!
here!	\$ 7.99	
Live Sports Events & Concerts	Prices Vary By Event	

## Digital TV Services<sup>1</sup>

Digital Economy <sup>4</sup>	\$39.95
Digital Economy <sup>4</sup> With XFINITY Internet and/or XFINITY Voice	\$29.95
Sports Entertainment Pack <sup>6</sup>	\$ 7.95
Family Tier <sup>8</sup>	\$14.95

### XFINITY TV Digital Premium Pack Choices<sup>9</sup>

HBO Premium Pack	\$19.95
Includes: HBO, HBO2, HBO Comedy, HBO Family, HBO Latino, HBO Signature, HBO Zone, HBO On Demand, HBO HD, HBO 2 HD, HBO Comedy HD, HBO Latino HD & HBO Zone HD.	
Cinemax Premium Pack	\$19.95
Includes: Cinemax, 5StarMax, ActionMax, MoreMax, OuterMax, ThrillerMax, WMax, Cinemax On Demand, Cinemax HD, 5StarMax HD, ActionMax HD, OuterMax HD, ThrillerMax HD & WMax HD.	
Starz Premium Pack	\$19.95
Includes: Starz, Starz Cinema, Starz Comedy, Starz Edge, Starz InBlack, Starz Kids & Family, Starz On Demand, Starz HD, Starz Comedy HD, Starz Edge HD, Starz Kids & Family HD.	
Showtime Premium Pack	\$19.95
Includes: Showtime, Showtime 2, Showtime Beyond, Showtime Extreme, Showtime Showcase, Flix, Showtime On Demand, Showtime HD, Showtime 2 HD, Showtime Extreme HD & Showtime Showcase HD.	
The Movie Channel Premium Pack	\$19.95
Includes: The Movie Channel, TMC Xtra, The Movie Channel On Demand, TMC HD & TMC Xtra HD.	
Playboy Channel <sup>9</sup>	\$19.95
Includes: 24-hour adult programming & Playboy On Demand. Parental control options are available. Not available as part of any other package.	

### International Channels<sup>9</sup>

Canales Selecto (Hispanic)	\$ 8.95
Includes Video On Demand en español	
CTI Zhong Tian (Chinese)	\$11.95
Rai Italia (Italian)	\$ 9.95
RTN (Russian)	\$14.95
SPT (Portuguese)	\$ 9.95
TV Globo (Brazilian)	\$19.95
IVSMONDE (French)	\$ 9.95
Lee TV (South Asian)	\$14.95

Digital Video Recorder Service <sup>11</sup>	\$ 7.00
HD Technology Fee is required at an additional charge of \$7.95.	
AnyRoom <sup>®</sup> Digital Video Recorder Service <sup>15</sup>	\$12.00
HD Technology Fee is required at an additional charge of \$7.95.	
TiVo Service <sup>11</sup> (Additional)	\$ 2.95
Add TiVo's software to your DVR for the ultimate television experience. TiVo from Comcast combines the power of TiVo's search, suggestion and recording features with the huge selection of shows, movies and On Demand content provided by Comcast.	
Digital to Analog Additional Outlet Service Charge <sup>13</sup> (1st and 2nd outlet)	\$ 0.00
Digital to Analog Additional Outlet Service Charge <sup>13</sup> (3rd, 4th, 5th, etc. outlet)	\$ 1.99

Digital Additional Outlet Service Charge (with Set-Top Box) <sup>12</sup>	\$ 7.95
Charge for digital content on an additional outlet.	
AnyRoom <sup>®</sup> Digital Video Recorder Additional Outlet Service	\$ 7.95
(includes AnyRoom <sup>®</sup> DVR service and one terminal box per outlet)	
HD Technology Fee <sup>14</sup>	\$ 7.95
3D Technology Fee <sup>16</sup>	\$ 0.00

- The minimum level of Digital-TV service you may purchase is BASIC SERVICE. You must purchase BASIC SERVICE to subscribe to any other video service offered by Comcast. Franchise Related Costs are applicable with the purchase of Basic Service. Service, programming and equipment are subject to availability. All pricing, programming and channel locations are subject to change. Prices do not include state or local taxes, franchise fees or FCC fees. Please call 1-800-XFINITY for further information. The purchase of premium channels, packages and digital services (including IN DEMAND, Pay-Per-View and On Demand) requires the appropriate equipment. ©2010 Comcast. All Rights Reserved.
- Expanded Basic Service is only available as a component of Digital Starter.
- A set-top box may not be necessary to view Basic Service. Please visit [www.xfinity.com](http://www.xfinity.com) or call 1-800-XFINITY for further information.
- Digital Economy includes Basic Service, Digital Economy video content and a digital set-top box and remote control, or a CableCARD on the primary outlet. A Digital Additional Outlet Service Charge may be applicable for additional outlets. If you wish to upgrade to High-Definition, the HD Technology Fee is applicable.
- Digital Starter includes Basic Service, Expanded Basic Service, Digital Starter content, Interactive Program Guide, Music Choice<sup>®</sup>, limited On Demand content, a digital set-top box and remote control or a CableCARD on the primary outlet and two Digital Transport Adapters for additional outlets. A Digital Additional Outlet Service Charge may be applicable for additional outlets. If you wish to upgrade to High-Definition, the HD Technology Fee is applicable.
- Digital capable equipment is required to view these services. Prices do not include a digital set-top box and remote control. Certain restrictions apply. Service subject to availability. High-Definition capable equipment and a subscription to the corresponding package are required to receive high-definition channels. If you wish to upgrade to High-Definition, the HD Technology Fee is applicable.
- A minimum level of Digital Starter is required to receive these channels.
- Family Tier is available to customers who subscribe to Basic Service only. Family Tier requires a digital set-top box and remote control, or CableCARD, billed in addition to the Family Tier price. Music Choice<sup>®</sup> and On Demand are not available with this service. Family Tier cannot be combined with any other XFINITY TV package. Premium channels are available at an additional cost. A Digital Additional Outlet Service charge is applicable for additional outlets.
- Digital capable equipment, or high-definition capable equipment for high-definition channels, is required to view these services.
- Access to On Demand General Entertainment Programming is based upon Digital Package subscription level. Call 1-800-XFINITY for further information.
- Set-Top Box with Digital Video Recorder capabilities is required. DVR recording times are limited. On Demand programs can not be recorded with DVR service. Prior to obtaining a DVR from Comcast, additional documentation or a credit verification may be necessary. TiVo service is not available in all areas and requires a Motorola High-Definition Digital Set-Top Box with Digital Video Recorder service.
- Applicable with a subscription to any level of digital service. Price includes a digital set-top box and remote.
- Price includes a Digital Transport Adapter.
- Fee for providing all outlets in the home with HD technology. Applicable to the first outlet in the home with HD Equipment. Depending on service level, an additional Digital set-top box fee or Digital Additional Outlet Service Charge applies for an additional outlet.
- Requires an HD terminal box on each additional outlet up to a maximum of three. An AnyRoom<sup>®</sup> Digital Video Recorder Additional Outlet Service charge is applicable for each additional outlet. Minimum of one terminal box required.
- Requires the HD Technology Fee at a separate monthly charge. A HD/3D stereoscopic TV, manufactures specified 3D glasses and HD/3D set-top box are also required to view 3D channels.

Exhibit F - Form of Annual Report  
to Rye, NH for \_\_\_\_\_ (year)

Location of and hours of Payment Center:

Location of and hours of Customer Service Office

Customer Service Telephone Number:

Location of Head end (Reception Facility)

Miles of Cable Plant in Town:

Number of Town Subscribers:

System Reliability Operating Percentage:

Status of Rates and Charges in Town:

New Programming Services Added:

Status of Operating Procedures:

Customer Service Statistics:

a) Number of reports of system outages and response time for such outages;

b) Copy of written complaints (provided without compromising Subscriber privacy, as required by 47 U.S.C. § 551) and brief description re: resolution of such complaints

Results from Subscriber Surveys, if any:

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

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for Installation over 220 feet from existing plant: