# RENEWAL
# CABLE TELEVISION FRANCHISE
# BETWEEN
# THE TOWN OF PETERBOROUGH,
# NEW HAMPSHIRE
# AND
# Comcast of Connecticut / Georgia / Massachusetts / New Hampshire / New York / North Carolina / Virginia / Vermont, LLC.

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# PETERBOROUGH, NH. RENEWAL FRANCHISE

## INTRODUCTION

WHEREAS, Comcast of Connecticut / Georgia / Massachusetts / New Hampshire / New York / North Carolina / Virginia / Vermont, LLC. (hereinafter "Franchisee"), is the duly authorized holder of a Franchise to operate a cable television system in the Town of Peterborough, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on March 16, 1984;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated June 5, 2006 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment on February 10, 2009, as required by Section 626(h) of the Cable Act;

WHEREAS, the Franchising Authority has determined that the financial, legal, and technical ability of Franchisee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal Franchise with the Franchisee for the construction and continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the Town's Select Board, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Town the authority to grant a Franchise for cable system operation within the town's territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Town.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

# ARTICLE 1
# DEFINITIONS

## SECTION 1.1 - DEFINITIONS

The following terms used in this Renewal Franchise shall have the following meanings; however, any term not included in the following definitions which is otherwise defined in FCC rules and/or regulations, or by federal law as of the Effective Date of this Renewal Franchise, shall be incorporated herein by reference:

(a) Access Channel or PEG Access Channel – means the use of one or more video channel(s) owned by the Franchisee and made available to the Town of Peterborough without charge, for the purpose of transmitting community public, governmental and educational Access Programming to Subscribers.

(b) Access Programming or PEG Access Programming – means (i) "Educational": Non-commercial programming produced by the Town of Peterborough Public Schools, or other educational organizations as designated by the Franchising Authority, and other non-commercial educational programming offered by them which is not ordinarily offered by operators of cable systems; (ii) "Governmental": Non-commercial programming produced by the Town of Peterborough departments or agencies and other non-commercial programming offered by them or a duly authorized designee which is not ordinarily offered by operators of cable systems; (iii) "Public": non-commercial programming produced by the residents of the Town of Peterborough, or produced by an access corporation or non-profit corporation operating within the Town of Peterborough, and other non-commercial programming not ordinarily offered by operators of cable systems.

(c) Affiliate or Affiliated Person – means a Person that owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.

(d) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals in accordance with the Cable Act.

(e) Cable Act – means Title VI of the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, codified at 47 U.S.C. §521 et seq. and as may be further amended.

(f) Cable Service – means the one-way transmission to Subscribers of (1) video Programming, or (2) other Programming service, and Subscriber interaction, if any, which is required for the selection of such video Programming or other Programming service.

(g) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Peterborough, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within the Town.

(h) Drop – means the coaxial cable that connects a home or building to the Cable System.

(i) Effective Date – means April 26, 2009.

(j) FCC – means the Federal Communications Commission or any successor governmental entity thereto.

(k) Franchisee – means Comcast of Connecticut / Georgia / Massachusetts / New Hampshire / New York / North Carolina / Virginia / Vermont, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise Agreement and any of that entity's contractors or subcontractors carrying out obligations of the Franchisee in the Town.

(l) Franchise or Franchise Agreement – means the initial authorization or renewal thereof issued by a Franchising Authority which authorizes the construction and/or operation of a Cable System.

(m) Franchise Fee – means the payments to be made by the Franchisee to the Franchising Authority, the Town of Peterborough and/or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(n) Franchising Authority – means the Select Board of the Town of Peterborough, New Hampshire, or the lawful designee thereof.

(o) Gross Annual Revenues – means the revenue received by the Franchisee that is derived from the operation of the Cable System within the Town for the provision of Cable Services. Gross Annual Revenues shall include, without limitation, all Subscriber Cable Service monthly fees, installation and reconnection fees, monthly pay, pay-per-view and on demand

services, Cable Service equipment rental, leases or sales, if any; all other Cable Service fees; downgrade, upgrade and any similar fees; and any fees paid for channels designated for commercial use. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall not include bad debt expense. Gross Annual Revenues shall not include any fee or tax on services furnished by Franchisee and paid to any governmental entity and collected by the Franchisee on behalf of such entity, nor shall Gross Annual Revenues include any fees on franchise fees.

(p) Leased Channel or Leased Access – means a video channel designated for leased access services, which the Franchisee shall make available pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

(q) Outlet – means an interior or exterior receptacle that connects television sets to the Cable Television System.

(r) Person - means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(s) Private Roads – means 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.

(t) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Peterborough, which shall entitle the Franchisee to the use thereof 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.

(u) Public Buildings – means those buildings owned or leased by the Town of Peterborough for government administrative purposes, and shall not include buildings owned by Town of Peterborough but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

(v) Renewal Franchise - means this Agreement and any amendments or modifications in accordance with the terms herein.

(w) Standard Installation – shall mean the standard one hundred fifty foot (150') Drop connection to the existing Cable System.

(x) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service from the Franchisee.

(y) Town – means the Town of Peterborough, New Hampshire.

(z) Upstream Link – means a dedicated fiber or coaxial cable connection transporting video signals from originating points to a head-end or sub-headend.

(aa) Video Programming or Programming – shall mean the Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

# ARTICLE 2
# GRANT OF RENEWAL FRANCHISE

## SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of RSA 53-C and the Cable Act, as amended from time to time, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Franchisee, authorizing and permitting Franchisee to construct, upgrade, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Peterborough. Nothing in this Renewal Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal 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 other applicable rules and regulations in force and effect during the period for which this Renewal Franchise is granted. The Town specifically reserves all authority granted it under (i) RSA 231:160 et. seq. to manage, regulate and control the public right-of-way and (ii) RSA 33:3-g, provided that the exercise of such authority does not conflict with the rights granted herein or with the rights of the Franchisee under federal and state law.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in the Public Ways and other public places and property under the jurisdiction of the Town, 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 video, audio, text, data or other signals in accordance with the laws of the United States of America and the State of New Hampshire.

## SECTION 2.2 - TERM

The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on April 26, 2009, and shall terminate at midnight on April 25, 2019. The term of this Renewal Franchise is subject to all provisions of New Hampshire law and applicable federal law, as such laws may be from time to time amended.

## SECTION 2.3 – RENEWAL OF RENEWAL FRANCHISE

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

## SECTION 2.4 - NON-EXCLUSIVITY AND EQUAL PROTECTION PROVISION

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional 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 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 is 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 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 thereunder.

(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 the 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 to 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 that any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its 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 2.5 - POLE AND CONDUIT 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 public streets and 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 9.8 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 9.8, to show cause by a date certain specified in the notice as to why this Franchise should not be revoked pursuant to Section 9.7 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.

## SECTION 2.6 - 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 Renewal 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, and to the extent such exercise does not conflict with the exercise by Franchisee of the rights granted hereunder. Any conflict between the terms of this Renewal Franchise and any present or future exercise of the Franchising Authority's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

# ARTICLE 3
# SYSTEM SPECIFICATIONS AND CONSTRUCTION

## SECTION 3.1 - AREA TO BE SERVED

(a) Service Area: Subject to Section 3.1(c) below, the Franchisee shall, upon request, make Cable Service available to residents in dwelling units on Public Ways and Private Roads.

(b) New Construction/Development: In the case of new construction or property development where utilities are to be placed aerially or underground, or of the installation of conduit for the location of utilities, the utility, the developer or the property owner shall give Franchisee reasonable notice of not less than sixty (60) 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, or as otherwise agreed by the parties. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice to Franchisee of trenching and underground construction. 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. Service shall be made available to newly constructed dwelling units within fifteen (15) days of occupancy, taking into account and subject to permitting requirements, weather, force majeure, performance of make ready, and the ability to obtain all necessary easements at no cost to the Franchisee.

(c) Density: The Franchisee shall make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty (20) dwelling units per aerial mile and forty (40) dwelling units per underground mile, provided, however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150 ft.) of the Cable System. For non-Standard Installations (greater than one hundred fifty feet (150 ft.), the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for

aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

(d) Extension Cost Contribution Formula. The Franchisee shall provide cable service to dwelling units not meeting the density requirement set forth in subsection (a) above, if the requesting customers contribute to the capital cost of construction for extending the line. The cost of the contribution by such customers shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs of extending service to dwelling units in an area along the Public Ways that meets the twenty (20) dwelling units per aerial mile, or forty (40) dwelling units per underground mile, or fractional proportion thereof as specified in subsection (a) above, i.e.,.

(Contribution in aid of construction by each subscriber requesting service) =
(Cost per subscriber [CPS] of new construction) – (CPS of standard construction)

Franchisee may require prepayment of the contribution in aid of construction and a written commitment for basic cable television service.

(e) Survey: Whenever a prospective subscriber or subscribers located in a line extension area requests a site survey to determine the cost of bringing cable service, Franchisee shall, within thirty (30) days of the request, conduct a survey and inform each of the prospective subscribers of the contribution in aid of construction that may be charged. Franchisee shall apply for pole attachment agreements within thirty (30) days of its receipt of the contribution in aid of construction from all subscribing dwelling units, and shall make available cable service within ninety (90) days from the receipt of the pole attachment agreements and other necessary permits by Franchisee, subject to weather, force majeure, and the performance of make ready

(f) Standard Installation: Installation costs shall conform with the Cable Act. Any dwelling unit within one hundred fifty feet (150 ft.) aerial or one hundred fifty feet (150 ft.) underground of the Cable System shall be entitled to a Standard Installation rate, unless the sub-surface is a hard surface or requires boring through rock or a similar hard surface (i.e. concrete, asphalt, etc.).

(g) Non-Standard Installation: Installations of more than one hundred fifty feet (150 ft.) or which involve a hard surface or which require boring shall be provided at a rate

established by the Franchisee in accordance with applicable federal and state laws. For installations more than one hundred fifty feet (150 ft.), not involving a hard surface, the first one hundred fifty feet (150 ft.) shall be at the Standard Installation rate.

## SECTION 3.2 - CABLE SYSTEM

(a) The Franchisee shall maintain a Cable Television System, fully capable of carrying a minimum bandwidth of 750MHz

(b) The Cable System shall be designed and constructed so that television station broadcast signals received by the Franchisee in stereo are transmitted in stereo to Subscribers. Consistent with 47 U.S.C. § 534 (b), Franchisee shall comply with all regulations concerning the transmission of advanced television signals.

(c) Notifications to customers and the Franchising Authority regarding changes in rates, Programming services or channel positions shall be made in accordance with applicable FCC regulations, currently 47 C.F.R. part 76, at Sections 76.1602, 76.1603 and 76.1619, as they may be amended. These regulations are attached hereto and incorporated herein at **Exhibit C**.

## SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to federal law and upon request, and at no separate additional charge, the Franchisee shall provide Subscribers with the capability to control the reception of any channels on the Cable System.

(b) If the Subscriber chooses to use a converter to achieve the parental control capability, Franchisee may charge Subscriber for use of the converter.

## SECTION 3.4 - EMERGENCY OVERRIDE

The Cable System shall comply with the FCC Emergency Alert System regulations.

## SECTION 3.5 – DELIVERY OF SIGNALS

The Franchisee will abide by the applicable provisions of the Consumer Electronics Equipment Compatibility provision of federal law (currently 47 U.S.C. §544a).

## SECTION 3.6 - LEASED ACCESS CHANNELS

Pursuant to 47 U.S.C. §532, the Franchisee shall make available channel capacity for commercial use by persons unaffiliated with the Franchisee. Rates for use of commercial access channels shall be negotiated between the Franchisee and the commercial user in accordance with federal law.

## SECTION 3.7 - GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM

The Franchisee shall provide, as directed in writing by the Franchising Authority, (i) one cable drop connected to the Cable System within the standard installation requirements of Section 3.1(d), (ii) one Outlet, and (iii) the Basic Cable Service to all municipal and public school buildings which are listed in **Exhibit A** hereto and are located along the Cable System trunk and distribution system. The obligation of Franchisee to provide drops, Outlets and Basic Cable Service shall pertain throughout the life of this Renewal Franchise and shall apply specifically to municipal and public school buildings newly constructed or acquired subsequent to the commencement of this Renewal Franchise, which shall be wired within one-hundred and eighty (180) days of delivery of a written request from the Franchising Authority to Franchisee. The Franchisee shall consult with the Franchising Authority or its designee to determine the appropriate location of each Drop and Outlet prior to the installation of the free service.

# ARTICLE 4
# TECHNOLOGICAL AND SAFETY STANDARDS

## SECTION 4.1 - SYSTEM MAINTENANCE

(a) In 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 authorized by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires. Any such unauthorized damage shall be reported promptly to the Franchising Authority.

(b) The construction, maintenance and operation of the equipment, cable, conduit, fiber and wires of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe 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 operations and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its equipment, cable, fixtures and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in 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.

(e) The signal of any television station carried on the Cable Television 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 television systems. Upon written

request by the Franchising Authority or its designee, Franchisee shall provide proof of compliance with FCC signal requirements.

(f) The Town reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with 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's Public Rights of Way 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 the 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.

(g) 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 the Public Ways, as defined herein, 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 Renewal 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 said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems.

(h) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty (60) days of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify the Franchising Authority when the deficiency has been corrected. The Franchising Authority may request, and if so the Franchisee shall provide, bi-weekly progress reports on the status of repair efforts during the sixty (60) day period.

## SECTION 4.2 - REPAIRS AND RESTORATION

(a) Maintenance of Cable System: Franchisee shall adhere to a preventive maintenance policy at the performance standard set by the FCC. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments, installation or other maintenance activities, Franchisee shall do so at such time as will cause the least inconvenience to Subscribers. Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System only during periods of minimum use.

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

(c) Failure to Repair: In addition, upon the failure, refusal or neglect of Franchisee to cause any work or other act required by law or by this Renewal Franchise to be properly completed in any Public Way within any time prescribed, the Franchising Authority may cause such work or other act to be performed or completed in whole or in part, and prior to so doing shall submit to Franchisee in advance an itemized estimate of the cost thereof. Franchisee shall, within thirty (30) days after receipt of a statement of the actual cost incurred, pay to the Franchising Authority the entire amount thereof. Subject to Section 9.8 herein, the Franchising Authority, at its option, may draw upon the bond described herein to recover any cost incurred pursuant to this section, should Franchisee fail to pay such costs.

(d) Repairs to Private Property: The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Town. The Franchisee shall, at its sole cost and expense, 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 aerially placed, if subsequently during the term of the Renewal Franchise such public utility lines are required by local ordinance or State law to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law.

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

(d) The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvements, and should the Cable System in any way interfere with the construction, maintenance or repair of such public works or improvements, Franchisee shall, at its own expense, protect or relocate its system or part thereof, as directed by Town or other authority having jurisdiction, provided, however that this requirement applies to all persons or entities owning lines, cables, and distribution structures, and

equipment and provided, further, that the Franchisee shall not be required to remove or relocate any such construction solely to accommodate the needs of a competing Cable System.

**SECTION 4.4 - TREE TRIMMING**

The Franchisee shall have authority to trim trees upon and overhanging public 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. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire RSA 231:157 and 158.

**SECTION 4.5 - STRAND MAPS OR PLANT MAPS**

Within sixty (60) days from an initial request in writing from the Franchising Authority, the Franchisee shall make available for review by the Franchising Authority a complete set of strand maps or plant maps of the Service Area, and on which will show the Franchisee's cable in those areas in which its facilities exist and the location of all streets, subject to the provisions of Section 7.7.

**SECTION 4.6 - 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 4.7 - EMERGENCY POWER**

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of four (4) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure.

## SECTION 4.8 - RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscribers' reasonable requests for location of cable entry and shall in other respects observe standard specifications for Drop connections into the residence. 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 4.9 - DIG SAFE

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

## SECTION 4.10 - DISCONNECTION AND RELOCATION

(a) The Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other Public Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

(b) In requiring the Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

## SECTION 4.11 – PROHIBITION AGAINST RESELLING OF SERVICE

No Person shall resell, without the express prior written consent of the Franchisee, any Cable Service, program or signal transmitted over the Cable System by the Franchisee.

# ARTICLE 5
# PROGRAMMING

## SECTION 5.1 - BASIC CABLE SERVICE

The Franchisee shall make available a Basic Cable Service tier to all Subscribers in accordance with 47 U.S.C. §534.

## SECTION 5.2 - PROGRAMMING

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

(b) Franchisee shall comply with Section 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of programming changes.

# ARTICLE 6
# PEG ACCESS CHANNEL(S) AND SUPPORT

## SECTION 6.1 - VIDEO ORIGINATION

(a) As of the Effective Date, the existing origination location for Access Programming is as follows:

Town House, 1 Grove Street, Peterborough.

## SECTION 6.2 - PEG ACCESS CHANNEL

(a) Franchisee shall provide two (2) Access Channels. One (1) Access Channel shall be available on the Effective Date. If a digital simulcast is available from the franchisee's hub, the PEG channel shall be provided in both analog and digital format until such time as the system transitions to all digital. At that time, the PEG channel will be delivered in digital format only.

(b) In the event that a second Channel is necessary for the provision of PEG Access Programming in Peterborough, the Franchising Authority shall write to the Franchisee, no sooner than after the third anniversary of the Effective Date, stating that there is a need for a second PEG Access Channel in order to provide additional programming for the benefit of Peterborough Subscribers. In its letter to the Franchisee, the Franchising Authority shall state, in good faith, the basis of such need, and provide reasonable documentation thereto. Said letter shall include the following: (i) that such a second PEG Access Channel is necessary to accomplish the stated PEG Access Programming goals of the Town and/or the Access Corporation; (ii) that such a second PEG Access Channel will not be used simply to repeat PEG Access Programming that is already carried on the other PEG Access Channel, but will be used to carry substantially new locally produced PEG Access Programming; and (iii) that the first PEG Access Channel is being substantially programmed with non-duplicated, locally-produced, non-character-generated programming during available cablecast hours, as defined below. The Franchising Authority agrees that such a second PEG Access Channel shall not be utilized solely to carry character-generated messages; provided, however, that the Franchising Authority and/or the Access Corporation may use said second PEG Access Channel to carry character-generated messages along with other new PEG Access Programming. For purposes of this Section, "substantially programmed" shall be

deemed to have occurred anytime that the PEG Access Channel is programmed eighty percent (80%) of the time between the hours of 5:OO PM and 1000 PM during weekdays (Monday-Friday) for a period of twelve (12) consecutive weeks.

(c) Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. 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 public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act, 47 U.S.C. § 531(e). The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(d) The PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Franchising Authority and/or PEG Access Users.

(e) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s), 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.

(f) The Franchisee shall maintain the PEG Access Channel(s), and shall monitor the PEG Access Channel(s) for technical signal quality and shall ensure that they are maintained at standards commensurate with those that apply to the Cable System's commercial channels pursuant to FCC technical standards. The Franchising Authority shall be responsible for the picture quality of all PEG Access Programming at the demarcation point, which shall be the output of the modulator. To provide for adequate picture quality, the Franchising Authority's video signal shall meet NTSC standards and/or the minimum operating input parameters of the modulators.

## SECTION 6.3 – ACCESS CABLECASTING AND PICTURE QUALITY

(a) In order that PEG Access Programming can be cablecast over the PEG Access Channel(s), all PEG Access Programming shall be modulated, then transmitted from the origination locations specified in Section 6.1 to the headend or hub on an Upstream Link made available, without charge, to the Town for its use. At the headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Channels.

(b) The Franchisee shall provide and maintain the Upstream Links specified in Section 6.1 for composite video and audio transmission only. Franchisee reserves the right to pass all its costs associated with the Upstream Links through to its Subscribers in accordance with law.

(c) Unless otherwise provided herein, the Town and its designated users shall be solely responsible for any and all interface equipment, including but not limited to video production equipment. Franchisee shall be responsible for all equipment necessary to make interaction possible with the Cable System. The demarcation point between the equipment owned, operated and maintained by the Franchisee and the equipment owned, operated and maintained by the Franchising Authority and/or its designee shall be the output of the Town-owned modulator(s).

(d) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is automatically switched to the appropriate PEG Access Channel(s) in an efficient and timely manner. The Franchisee shall not charge the Franchising Authority for such switching responsibility. The Franchisee and the Franchising Authority shall negotiate, in good faith, any difficulties that arise regarding cablecasting of PEG Access Programming. The Franchisee shall provide and maintain all necessary switching and/or processing equipment located in its headend facility in order to switch upstream signals from the Town to the designated downstream Access Channel. Nothing herein shall require the Franchisee to provide any other switching equipment or any other end user equipment. The Franchising Authority or its designee shall be responsible for any manual switching necessary to cablecast PEG Access Programming from any location specified in Section 6.1.

## SECTION 6.4 – INTERCONNECTION WITH COMPETING CABLE SYSTEMS

In the event a franchise is issued by the Franchising Authority for a competing franchise and such competing franchisee desires to cablecast the PEG access programming originating from the origination location listed in Section 6.1(a)(i), the parties agree that the competing franchisee shall maintain its own upstream video return link from the origination location. If PEG Access Programming is originating from Franchisee's hub rather than an origination location, Franchisee shall make the programming on the PEG Access Channel available to the holder of the additional franchise for cable casting over its Cable System in the Town upon execution of an interconnection agreement between Franchisee and the holder of the additional franchise. If a competing provider provides PEG access in the Town, Franchising Authority will seek a similar and reciprocal requirement in the competitor's franchise agreement.

## SECTION 6.5---PEG ACCESS PROGRAMMING

The Franchising Authority, or its designee(s), shall be responsible for the provision of PEG Access Programming to Subscribers in the Town.

# ARTICLE 7
# CUSTOMER SERVICE AND CONSUMER PROTECTION

## SECTION 7.1 - INSTALLATION VISITS - SERVICE CALLS- RESPONSE TIME

(a) Timetable for Installations: The Franchisee shall respond to all request for aerial installation(s) within seven (7) business days of such request, or at such other time as is mutually agreed upon by the Franchisee and said Subscriber. Underground installation shall be completed as expeditiously as practicable but in no event later than one-hundred and eighty (180) days after a written request for such connection by the owner of the dwelling, taking into account and subject to weather, force majeure, and performance of make ready. If requested in writing by the Franchising Authority, Franchisee shall provide a written progress report to the Town for a non-standard connection, subject to subscriber privacy laws.

(b) Appointments for Service Calls: When arranging appointments for installation or service, the Franchisee shall specify in advance whether such will occur in the morning or afternoon, and a narrow interval, if possible within the morning and afternoon time frame, and the Franchisee shall make reasonable efforts to install at times convenient to Subscribers (including times other than between 9:00 am and 5:00 pm weekdays). If Franchisee does not make the service call within the designated time frame, it shall be considered a missed visit, absent obtaining the Subscriber's permission to reschedule.

(c) Converters: In the case of leased or rented converters, the Franchisee shall be responsible for picking up and changing out converters at a Subscriber's request at no additional charge, where such change out is initiated by the Franchisee's expansion of channel capacity for no more than thirty (30) days following any such change. Subscribers may also bring converters to office locations identified by the Franchisee in notifications to Subscribers (such as a bill message) for drop off or exchange themselves.

(d) After Hours Service Calls: A Subscriber complaint or request for service received after normal business hours shall be responded to the next business day.

(e) Technicians on Call: The Franchisee shall ensure that there are stand-by technicians on call at all times after normal business hours. The answering service shall be required to notify the stand-by technician(s) of: (i) any emergency situations; or (ii) an outage as described in Section 7.1(f) below.

(f) System Outages: System outages shall be responded to immediately, twenty four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood concerning such an outage, or when the Franchisee has reason to know of such an outage.

(g) Removal of Drops: The Franchisee shall remove all Subscriber cable Drops within seven (7) days of receiving a request from a Subscriber to do so.

## SECTION 7.2 - CUSTOMER SERVICE

The Franchisee shall comply with all customer service regulations of the FCC required by federal law (currently codified at 47 CFR §76.309) as they exist or as they may be amended from time to time, which standards are attached hereto as **Exhibit D** and made a part hereof.

## SECTION 7.3 - COMPLAINT RESOLUTION PROCEDURES

(a) The Franchisee shall establish a procedure for resolution of complaints by Subscribers. Franchisee shall notify Subscribers of its procedures in accordance with federal law.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters.

(c) Except as limited by federal law or FCC regulations concerning privacy, the Franchisee shall comply with the provisions of NH RSA 53-C:3-e, as it may be amended, regarding Subscriber complaints. Nothing herein shall be deemed to require Franchisee to maintain records of oral complaints which can be handled to the Subscriber's satisfaction in the course of the initial conversation in which the complaint is made or does not require technical field response.

(d) In the event that a Subscriber is aggrieved, the Franchising Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, subject to subscriber privacy laws as follows:

(i) Upon the written request of the Franchising Authority or its designee(s), the Franchisee shall, within ten (10) business days after receiving such request, send a written report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Franchisee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Franchising Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal Franchise and the implementation of complaint procedures.

(iii) The Subscriber shall thereafter meet jointly with the Franchising Authority or its designee(s) and a representative of the Franchisee within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter.

(e) Notwithstanding the foregoing, if the Franchising Authority or designee(s) determines it to be in the public interest, the Franchising Authority or its designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Franchisee.

(f) In the event that the Franchising Authority, or its designee(s), finds a pattern of multiple unresolved Subscriber complaints, the Franchising Authority or its designee(s) and the Franchisee shall discuss, in good faith, possible amendments to the Franchisee's procedures for the resolution of complaints.

(g) In its Annual Report, requested by the Franchising Authority pursuant to Section 10.5(a), the Franchisee shall provide to the Franchising Authority and keep current the name and contact information, including address and telephone number, of the individual that Town personnel may contact for issues relating to this Renewal Franchise.

## SECTION 7.4 - SERVICE INTERRUPTIONS

(a) 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 the periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

(b) In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Franchisee will grant such Subscriber a pro rata credit or rebate upon request, 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.

## SECTION 7.5 - REMOTE CONTROL DEVICES

The Franchisee shall allow its Subscribers to purchase, from legal and authorized parties other than the Franchisee, and to own, utilize and program remote control devices which are compatible with the converter(s) provided by the Franchisee. The Franchisee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscriber.

## SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY

(a) The Franchisee shall respect the rights of privacy of every Subscriber and/or user of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable System, and as hereafter provided.

(b) The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including, but not limited to, the provisions in Section 551 of the Cable Act, 47 U.S.C. §551 and regulations adopted pursuant thereto, attached hereto as **Exhibit E**.

(c) The Franchisee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber by name, phone number, e-mail address or mailing address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber by name, phone number, e-mail address or mailing address and the Franchisee shall abide by this request.

(d) The Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal Subscriber information is handled and protected strictly in accordance with this policy.

## SECTION 7.7 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, the Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any such information disclosed

by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Franchisee to be competitively sensitive. In the event of a disagreement over confidentiality, the parties shall submit the matter to a court of appropriate jurisdiction. In the event that the Franchising Authority receives a request under a state "sunshine," public records or similar law for the disclosure of information the Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

## SECTION 7.8 - EMPLOYEE IDENTIFICATION CARDS; VEHICLE PLACARDS

(a) 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 sale personnel, shall be required to produce, upon request, an employee identification card approved 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.

(b) 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.

## SECTION 7.9 - PRIVACY STANDARDS REVIEW

The Franchising Authority and the Franchisee shall periodically review this Article 7 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Franchising Authority and the Franchisee.

## SECTION 7.10 - MONITORING

(a) Neither the Franchisee nor its agents nor the Franchising Authority nor its agents shall tap, monitor, arrange for tapping or monitoring, or permit any Person to tap or monitor, any cable, line, signal, input device, or Subscriber Outlet or receiver for any purpose without the prior written authorization of the affected Subscriber or user, unless legally authorized or ordered to do so by a court of law or other legal authority; provided, however, that the Franchisee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the Cable Act. Unless legally prohibited or ordered not to do so by a court of law or other legal authority, the Franchisee shall report to the affected parties and the Franchising Authority any instances or monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Franchisee.

(b) The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, expect as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Franchisee 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 pursuant to a request from a Subscriber or pursuant to a court order.

## SECTION 7.11 – DESIGNATION OF FRANCHISING AUTHORITY ON BILLINGS

If the Franchisee is required by law to designate the Franchising Authority as the contact on any bill or other material distributed to Subscribers by the Franchisee, the Franchisee shall designate the Franchising Authority as the contact for Cable Services only, provided that such designation shall not restrict the Franchisee's ability to provide a single bill to Subscribers for Cable Services and other services offered by Franchisee.

# ARTICLE 8
# PRICES AND CHARGES

## SECTION 8.1 - PRICES AND CHARGES

(a) A price schedule for service and installation in effect on the date of execution of this Renewal Franchise Agreement is attached hereto as **Exhibit F** for informational purposes. Any changes in price for Cable Service, equipment and installation will be in conformance with applicable law.

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

(c) The Franchising Authority acknowledges that under the Cable Act, certain costs of PEG Access and other franchise requirements may be passed through to Subscribers in accordance with federal law.

(d) The Franchisee may require a deposit or refuse service to any applicant for a bona fide credit reason, which relates to the applicant's overdue or delinquent account with the Franchisee. The Franchisee may levy collection charges, including reasonable late fees consistent with the prevailing law of New Hampshire. The Franchisee may require that the account of any Subscriber requesting work be current before such work is performed.

# ARTICLE 9
# REGULATORY OVERSIGHT

## SECTION 9.1 - INDEMNIFICATION

The Franchisee shall, at its sole cost and expense, indemnify, defend and hold harmless the Town, Franchising Authority, its officers, employees, and agents during the term of this Renewal Franchise Agreement from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Franchisee written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

## SECTION 9.2 - 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 9.3 - PERFORMANCE BOND**

(a) The Franchisee shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond running to the Town in the amount of Fifty Thousand Dollars ($50,000) with a surety company satisfactory to the Franchising Authority to guarantee the following terms: (i) compliance with the material provisions of this Renewal Franchise; (ii) the satisfactory restoration of pavements, sidewalks and other improvements; (iii) the indemnity of the Town; and (iv) the satisfactory removal or other disposition of the Cable System.

(b) The Franchising Authority may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 9.3, subject to notice and opportunity to cure provisions contained in Section 9.8. 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.

(c) Up to 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 the Renewal Franchise; (ii) Franchisee fails to purchase and maintain insurance as required by this Agreement; or (iii) Franchisee fails to perform its material obligations under this Agreement or in any way violates the material terms of this Agreement.

(d) Nothing herein shall be deemed to permit the Franchising Authority to collect more than the sums that it is due. The Franchising Authority may not recover these sums from multiple parties.

**SECTION 9.4 – FRANCHISE FEES**

(a) Franchisee shall pay to the Town a Franchise Fee equal to one and one half percent (1 ½ %) of its Gross Annual Revenues. The Franchise Fee payment shall be made quarterly within forty five (45) days after the end of the Franchisee's fiscal quarters for the preceding quarter.

(b) Should the Franchisee change its fiscal year, it shall notify the Franchising Authority in writing of such change ninety (90) days prior to the effective date of such change.

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

(d) The Franchising Authority shall have the option, to be exercised by vote of the Select Board at a public meeting, and made known to Franchisee in writing, to increase or decrease the Franchise Fee as described herein, by not more than one-half percent (1/2%) on an annual basis, not to exceed five percent (5%) of Gross Annual Revenue as defined herein. The Franchisee shall have (90) days to implement the request.

(e) In accordance with Section 622(b) of the Cable Act (47 U.S.C. § 542 (b)), the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act (47 U.S.C. § 542(g)(i)), and any amounts described in Section 9.4(a), but shall not include the following: (i) any capital costs incurred by the Franchisee for construction of the origination location and return line for the Town House pursuant to Section 6.1; (ii) any interest due herein to the Franchising Authority because of late payments; (iii) any requirements or charge incidental to the awarding or enforcing or renewal of the Renewal Franchise Agreement including payments for bonds and

insurance; or (iv) any other exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act, 47 U.S.C. §542(g)(2).

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

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

(h) The Franchising Authority agrees to protect any proprietary information supplied to it in accordance with Section 7.7.

## SECTION 9.5 - REPORTS

The Franchisee shall maintain for public inspection all records required by the FCC and state law in the manner prescribed therein.

## SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

## SECTION 9.7 - REVOCATION OF RENEWAL FRANCHISE

Upon written notice, the Renewal Franchise issued hereunder may, after due notice and hearing as provided in Section 9.8, be revoked by the Franchising Authority for any of the following reasons:

(a) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;

(c) For any transfer or assignment of the Renewal Franchise without prior notice to the Franchising Authority in violation of Section 9.9 herein; and

(d) For repeated failure to comply with the material terms and conditions of the Renewal Franchise.

## SECTION 9.8 - 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 9.3 (Performance Bond) or Section 9.7 (Revocation), the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have 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, to 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 9.7. In the event that the Franchising Authority does not issue a final report, said notice of default shall be deemed to have been waived by the Franchising Authority.

**SECTION 9.9 - TRANSFER OR ASSIGNMENT**

(a) Neither the Franchisee nor any other Person may Transfer this Renewal Franchise or Control thereof without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No such consent shall be required, however, for: (i) a Transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Franchisee in this Renewal Franchise in order to secure indebtedness; or (ii) a Transfer to an entity owned and/or Controlled by the principal parents of Franchisee, a parent corporation, a subsidiary or Affiliate corporation of a parent company or subsidiary or Affiliate corporation of Franchisee.

(b) Within thirty (30) days of receiving a request for Transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. The Franchising Authority may, in its discretion, conduct a public hearing on the request for Transfer. If the Franchising Authority has not taken action on the Franchisee's request for Transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

(c) As used in this Section 9.9, "Control" means the ability to direct the policies and management of the Franchisee. As used in this Section 9.9, "Transfer" means 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.

**SECTION 9.10 – EFFECT OF UNAUTHORIZED ACTION**

The taking of any action in violation of Section 9.9 shall be null and void and shall be deemed a material breach of this Renewal Franchise, and the provisions of Sections 9.7 and 9.8 shall apply.

**SECTION 9.11 – NO WAIVER OF RIGHTS**

(a) The consent or approval of the Franchising Authority to any Transfer of the Renewal Franchise shall not constitute a waiver or release of the rights of the Town in and to the Public Ways or any other rights of the Town under this Renewal Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Renewal Franchise.

(b) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

**SECTION 9.12 - REMOVAL OF SYSTEM**

Under no circumstances including, without limitation, upon expiration, revocation, termination, denial of renewal of the Renewal Franchise or any other action to forbid or disallow Franchisee from providing Cable Services, shall the Franchisee be required to sell any right, title, interest, use or control of any portion of the Cable System, including, without limitation, any spectrum capacity used for Cable Service or otherwise, to the Franchising Authority or to any third party. The Franchisee shall not be required to remove the Cable System or to relocate the Cable System as a result of revocation, expiration, termination, denial of renewal or any other action to forbid or disallow the Franchisee from providing Cable Services.

## SECTION 9.13 - INCORPORATION BY REFERENCE

All presently and hereafter applicable conditions and requirements of federal, state and local laws, including but not limited to the rules and regulations of the FCC and the State of New Hampshire, as they may be amended from time to time, are incorporated herein by reference, and shall control the interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such laws, rules or regulations.

# ARTICLE 10
# MISCELLANEOUS

## SECTION 10.1 - SEVERABILITY

If any section, paragraph, term or provision of this Renewal 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 Renewal Franchise Agreement or any renewal or renewals hereof.

## SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, the Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, 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 the 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; environmental restrictions or any other cause or event not reasonably within the Franchisee's control.

**SECTION 10.3 - NOTICES**

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

Town of Peterborough
Attn: Board of Selectmen
1 Grove Street
Peterborough, NH 03458

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

Comcast Cable Communications, Inc.
Attn: Director of Government & Community Relations
4 Lyberty Way
Westford, MA 01886

with copies to:

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

and

Comcast Cable Communications, Inc.
Attn: Government Affairs
1500 Market Street
Philadelphia, PA 19102

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt by postage paid first class mail or overnight delivery service.

## SECTION 10.4 - AMENDMENT OR MODIFICATION

This Renewal Franchise shall not be amended or modified except by written agreement following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

## SECTION 10.5 - ANNUAL PERFORMANCE REVIEW

(a) The Franchising Authority may make a written request, no more frequently than annually, for an annual report to include at a minimum the information described in **Exhibit G**. Within sixty (60) days of such request, the Franchisee shall report to the Franchising Authority, in substantially the form attached hereto as **Exhibit G**.

(b) The Franchising Authority may hold a performance evaluation hearing within thirty (30) days of each anniversary of the Effective Date of this Renewal Franchise and/or upon thirty (30) days' prior written notice to the Franchisee. If Franchisee is unable to attend a particular hearing, it shall promptly notify the Franchising Authority either by phone or in writing, explaining in reasonable detail the reason(s) why a representative is unable to attend and shall propose an alternate date within twenty-one (21) days. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to review the Franchisee's compliance with the terms and conditions of this Renewal Franchise.

(c) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Renewal Franchise including, but not limited to, the installation, operation and/or maintenance of the Cable System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee, and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(d) Within thirty (30) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the Franchisee's compliance with this Renewal Franchise and send one (1) copy to the Franchisee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of any of the material terms and conditions of this Renewal Franchise, the Franchisee shall have an opportunity to respond

and propose a plan for implementing any changes or improvements necessary, in accordance with Section 9.8.

## SECTION 10.6 - DELEGATION

The Franchising Authority may delegate to any Town official, employee, agency or commission the authority to exercise any of Town's or Franchising Authority's rights hereunder which may lawfully be so delegated. The Franchisee shall receive written notice within thirty (30) days regarding any such delegation.

## SECTION 10.7 - ENTIRE AGREEMENT

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

## SECTION 10.8 - CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

## SECTION 10.9 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, the Franchisee, and their respective successors and assigns.

## SECTION 10.10 – NON-EXCLUSIVITY OF REMEDY

(a) No waiver of, nor failure to exercise, any right or remedy by the Franchising Authority at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective it shall be in writing.

(b) The failure of the Franchising Authority to take any action in the event of breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Renewal Franchise at

any other time in the event that such a breach has not been cured, or with respect to any other breach by the Franchisee.

## SECTION 10.11 – NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

Pursuant to Section 635(a) of the Cable Act, the Franchisee shall have no recourse against the Franchising Authority, and/or its officials, boards, commissions, committees, agents or employees, other than injunctive relief or declaratory relief arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, Transfer, or amendment of this Renewal Franchise.

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 3rd DAY OF March 2009.

**TOWN OF PETERBOROUGH**

By:

Barbara A. Miller
Selectman

Elizabeth Thomas
Selectman

Selectman

**COMCAST** of Connecticut / Georgia / Massachusetts / New Hampshire / New York / North Carolina / Virginia / Vermont, LLC

By:

Kevin M. Casey
President
NorthCentral Division

# EXHIBIT A

## BUILDINGS ON THE CABLE SYSTEM

**Municipal Buildings:**

| | |
|---|---|
| Town Hall | 1 Grove St |
| Police Department | 73 Grove St |
| Fire Department | 16 Summer St |
| Public Works | 32 Elm St |
| Recreation Department | 64 Union St |
| Recycling Center | 3 Scott Mitchell Road |
| Utilities Dept | 110 Pheasant Road |

**Schools and Libraries:**

| | |
|---|---|
| Library | 2 Concord St |
| Conval Regional High School | 184 Hancock Street |
| Peterborough Elementary School | 17 High Street |
| South Meadow School | 108 Hancock Street |
| Vocational Technical School | 184 Hancock Street |

# EXHIBIT B

## PROGRAMMING

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.

# EXHIBIT C REGULATIONS RE NOTIFICATIONS

47 Code of Federal Regulations

**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 dayparts.

(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 CUSTOMER SERVICE REGULATIONS

47 Code of Federal Regulations

Sec. 76.309 **Customer Service Obligations**

(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.

(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--

(iii) 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.

# EXHIBIT E SUBSCRIBER PRIVACY

47 U.S. Code

## Section 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 F PRICE SCHEDULE FOR SERVICE AND INSTALLATION

## Provided for Informational Purposes Only

*Schedule will be provided when Franchise Agreement is Implemented*

## EXHIBIT G FORM FOR ANNUAL REPORTS

Location and hours of closest payment center:

Telephone Hours:

Customer Service Telephone Number:

Local Emergency Contact for Franchising Authority use for technical matters:

Name:

Phone Number:

E-mail:

Address:

Cell Number:

Location of Headend (Reception Facility):

Miles of Cable Plant in Peterborough:

Number of Peterborough Subscribers:

System Reliability Percentage:

Statement by a duly authorized representative of the Franchisee of Gross Annual Revenues and Franchise Fee Paid:

Logs of written customer complaints are available for review by authorized representatives of the Franchising Authority at the local business office of the Franchisee, pursuant to RSA 53-C:3-e.