

*Town Copy*  
**ORIGINAL**

**RENEWAL**  
**CABLE TELEVISION FRANCHISE**  
**FOR**  
**THE TOWN OF NEWMARKET,**  
**NEW HAMPSHIRE**

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# **NEWMARKET, NH RENEWAL FRANCHISE**

## **INTRODUCTION**

WHEREAS, Comcast of Maine/New Hampshire (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Newmarket, New Hampshire (hereinafter the "Town") pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on May 23, 1993;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated July 27, 2005, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, 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 Council, 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 of Newmarket.

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**

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§521 et seq. (the "Cable Act"), and the Revised Statutes Annotated of New Hampshire, as amended from time to time, unless otherwise defined herein.

(a) Basic Cable Service – means the lowest tier of service which includes the retransmission of local television broadcast signals.

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

(c) Cable Television System or Cable System – means the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Newmarket, 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 a community, but such term does not include (a) a facility that serves only to retransmit the television Signals of one or more television broadcast stations; (b) a facility that serves Subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of Video Programming

directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(d) Cable Service – means the one-way transmission to Subscribers of (i) Video Programming, or (ii) other Programming service, and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service.

(e) Drop – means the coaxial cable that connects a home or building to the Subscriber Network.

(f) Effective Date – means November 4, 2009.

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

(h) Franchising Authority – means the Town Council of the Town of Newmarket, New Hampshire, or the lawful designee thereof.

(i) Franchisee – means Comcast of Maine/New Hampshire, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(j) Franchise Fee – means the payments to be made to the Franchise Authority or other governmental entity which shall have the meaning set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.

(k) Gross Annual Revenue - means the revenue received by the Franchisee from the operation of the Cable System in the Town of Newmarket to provide Cable Services, calculated in accordance with generally accepted accounting principles, including but not limited to monthly Basic Cable Service, premium and pay-per-view fees, installation fees, equipment rental fees and advertising and home shopping revenue. In the event that an affiliate of Franchisee is responsible for advertising, advertising revenue shall be deemed to be a pro-rata portion of advertising revenues, excluding commissions or agency fees, paid to Franchisee by an affiliate for said affiliate's use of the Cable System for the carriage of advertising. Gross Annual Revenue shall not include fee on Subscriber fees, refundable deposits, bad debt, late fees, investment income, nor

any taxes, fees or assessments imposed or assessed by any governmental authority and collected by the Franchisee on behalf of such entity.

(l) Multichannel Video Programming Distributor – means a Person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by Subscribers or customers, multiple channels of Video Programming.

(m) Outlet – means an interior receptacle that connects a television set to the Cable Television System.

(n) 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.

(o) Public Access Channel – means a video channel, owned by the Franchisee, designed for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(p) Public, Educational and Government (PEG) Access Programming – means programming obtained by any Newmarket residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Franchise Renewal.

(q) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land 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 Newmarket, 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 Town of Newmarket for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within

their proper use and meaning entitle the Franchisee to the use thereof for the purposes of installing, operating, and maintaining the Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(r) Public Buildings – means those buildings owned or leased by the Franchising Authority for government administrative purposes and shall include any building(s) owned or leased and physically occupied by the Franchise Authority or its employees, but shall not include buildings owned by the Franchise Authority and leased to any third party.

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

(t) Signal – means any transmission which carries Programming from one location to another.

(u) Standard Installation – shall mean the standard two hundred (200) foot Drop connection to the existing distribution system.

(v) Subscriber – means a Person or user of the Cable System who lawfully receives Cable Service with the Franchisee's express permission.

(w) Subscriber Network – shall mean the trunk and feeder Signal distribution network over which video and audio Signals are transmitted to Subscribers.

(x) Town – means the Town of Newmarket, New Hampshire.

(y) 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, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of Maine/New Hampshire, a New Hampshire Corporation, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Newmarket. Nothing in this Franchise shall be construed to prohibit the Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with 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.

(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 within the Public Way.

#### **SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Renewal Franchise shall be for a period of seven (7) years, and shall commence on November 4, 2009 following the expiration of the current Franchise, and shall terminate at midnight on November 3, 2016.

#### **SECTION 2.3 – RENEWAL OF FRANCHISE**

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

**SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE [See RSA 53-C: 3-b]**

(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 or streets within the Franchising Authority's jurisdiction; provided, however, that in accordance with RSA 53-C:3-b(I) no such Franchise agreement shall contain 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 a reasonable time.

(d) 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' counsel mutually and reasonably deem said information is non-proprietary.

### **SECTION 2.5 - RESERVATION OF AUTHORITY**

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

### **SECTION 2.6 - 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 (Notice and Opportunity to Cure) herein, "failure of the Franchisee to pay the duly assessed personal and real estate taxes when due shall be cause to terminate said lease or agreement by the Franchising Authority." Accordingly, this is a material term of the Franchise and failure to pay duly and properly assessed personal and real property taxes when due shall be cause for Franchising Authority to provide a written notice to Franchisee, pursuant to the provisions of Section 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. Further, the parties acknowledge that there is a dispute between the parties concerning the applicability of RSA 72:23 to the Cable System. The parties agree to abide by any final decision made by a court of competent jurisdiction, after all appeals by either party have been exhausted.

(c) Nothing in this Franchise shall be deemed a waiver or relinquishment of any rights, defenses or claims that Franchisee may have with respect to the application of any law referenced in this Section 2.6 to Franchisee's services or the operation of its Cable System. Franchisee shall have the right to pass through to Subscribers and to itemize separately on Subscribers' monthly bills any tax imposed on Franchisee by the Franchising Authority.

(d) If at any time during the term of this Renewal Franchise Agreement, Franchisee is obligated to pay a Franchise Fee to the Town equal to a percentage of Franchisee's Gross Annual Revenue, pursuant to Section 9.4 of this Agreement, and, if any tax assessment is imposed and Franchisee is correspondingly obligated to pay taxes as provided in Subsection (b) above, but not including any taxes assessed on pole owners other than Franchisee and included in any pole attachment fee charged to Franchisee by the pole owner, and if the combined amount of assessed taxes and the Franchise Fee owed exceeds five percent (5%) of Franchisee's Gross Annual Revenue, then Franchisee shall be entitled to a credit, applied to the Franchise Fee, as described in Subsection (e) below.

(e) The amount of the credit pursuant to Subsection (d) above shall be equal to the lesser of (1) the Franchise Fee owed or (2) the amount that the Franchise Fee owed and the taxes paid as provided in Subsection (b) above, combined, exceeds five percent (5%) of Franchisee's Gross Annual Revenue.

## **SECTION 2.7 – POLICE AND REGULATORY POWERS**

Franchisee's rights are subject to the powers of the Town of Newmarket to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable System, the Franchisee, or this Franchise; and to adopt and enforce ordinances and regulations pertaining to cable rates and cable

services but only to the extent authorized or allowed by state law, federal law and regulations of the FCC.

**ARTICLE 3**  
**SYSTEM SPECIFICATIONS AND CONSTRUCTION**

**SECTION 3.1 - AREA TO BE SERVED**

(a) 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 the Cable Act. The Franchisee shall make service available to multiple dwelling units (MDU) where economically feasible and providing that the Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide service to said MDU. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred (200) feet of the Franchisee's distribution cable. For Standard Installations, the Franchisee shall offer said service within thirty (30) days of a Subscriber's written request. For non-Standard Installations, the Franchisee shall offer said service within ninety (90) days of a Subscriber's request for such aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber's request for such underground installations. 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) Installation costs shall conform with the Cable Act and any rules of the FCC. Any dwelling unit within two hundred (200) feet aerial or underground of the distribution cable 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.). Installations of more than two hundred (200) feet 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 two hundred (200) feet, not involving a hard surface, the first two hundred (200) feet shall be at the Standard Installation rate.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

(d) Within six (6) months of the Effective Date, the Franchisee shall make Cable Service available to every residential dwelling unit currently in existence within areas of the Town zoned for residential use on the Effective Date, including, but not limited to, those on Harvest Way.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

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

### **SECTION 3.3 - SUBSCRIBER NETWORK CABLE DROPS**

(a) The Franchisee shall maintain the current level of existing active Drops, Outlets and Basic Cable Service, at no charge to the Town, to each Public Building located along the existing cable route as of the Effective Date, as designated by the Franchising Authority within the Town, listed in Exhibit A attached hereto, provided such are considered to be a Standard Installation and absent of other unusual installation conditions and requirements.



(b) Franchisee shall provide one (1) Standard Installation Drop, one (1) Outlet and Basic Cable Service at no charge to all Public Buildings and other Town-owned Public Buildings along the Distribution Cable subject to the limitations set forth above. This obligation shall pertain throughout the term of this Renewal Franchise, to all newly constructed or renovated Public Buildings, within ninety (90) days of a written request by the Franchising Authority. The Franchising Authority or its designee shall consult with a representative of the Franchisee to determine the appropriate location for each Outlet prior to requesting that the Franchisee install the free service.

(c) Nothing in this Section shall require the Franchisee to move existing Drops or Outlets as listed in Exhibit A, or install an additional Drop or Outlet at no charge to any municipal or Town owned or leased Public Building which already has a Drop or Outlet except as provided in (e) below.

(d) It is understood that the Franchisee shall not be responsible for any internal wiring of such Public Buildings.

(e) In addition to the one (1) free outlet per building provided for above, the Town may request Franchisee to install additional outlets connected to the Residential Network in existing or additional municipal and public buildings. Franchising Authority shall bear the cost of installation at Franchisee's cost of labor, time materials for residential installations for all newly requested outlets.

#### **SECTION 3.4 - PARENTAL CONTROL CAPABILITY**

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

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and the Franchisee may charge Subscriber for use of said box.

### **SECTION 3.5 - EMERGENCY ALERT OVERRIDE CAPACITY**

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

**ARTICLE 4**  
**TECHNOLOGICAL & 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 approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable Television System for which this Renewal Franchise is granted shall be done in conformance with all applicable laws, bylaws/ordinances 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) The Cable System shall be constructed, operated and maintained so as to comply, at a minimum, with all FCC requirements as to signal quality and characteristic and so that there will be no interference with television reception, radio reception, telephone communications or other electronic installations in Town.

(d) Operating and maintenance personnel shall be 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 operating and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(e) All structures and all equipment, cable, and wires in, over, under, and upon streets, the Public Ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(f) The Signal of any broadcast station carried on the Cable Television System shall be carried without material degradation in quality at all subscribing 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 Franchising Authority or its designee, Franchisee shall provide proof of compliance with FCC signal requirements.

(g) 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 or equipment of the Franchisee in the Town at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections, provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall have a representative present during such inspections, unless it declines to do so. All inspections shall be at the expense of the Town.

(h) All lines, cables and distribution structures and equipment, including poles and towers, erected by Franchisee within the Town shall be located so as not to obstruct or interfere with the proper use of 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, 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 the needs of competing Cable Systems.

(i) 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 - 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 aurally placed, if subsequently during the term of the Franchisee Renewal such public utility lines are required by local ordinance or state law to be relocated aurally 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 incurred by the Franchisee for relocating utility poles or trenching for the placement of underground conduits shall be entitled to reimbursement of such relocation costs in the event public or private funds are raised for the project and made available to other users of the Public Way.

(c) Provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable

is required for a large subdivision and said quantity is not in stock, the Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to the Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

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

### **SECTION 4.3 - REPAIRS AND RESTORATION**

(a) Maintenance of Cable System: Franchisee shall maintain its system to the FCC's technical standards for Cable Television Systems. 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 9.3 herein, the Franchising Authority, at its option, and in its sole discretion, may draw upon the bond described herein to recover any cost incurred pursuant to this Section should Franchisee fail to pay such costs within thirty (30) days of receipt of the statement of those 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 4.4 - TREE TRIMMING**

The Franchisee shall have authority to trim trees upon and overhanging the Public Ways and places of the Town so as to prevent the branches of such trees from coming in contact with the

wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Town bylaws/ordinances and regulations.

#### **SECTION 4.5 - 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 4.6 – PLANT MAPS**

The Franchisee shall maintain a complete set of plant maps of the Town which will show those areas in which its facilities exist. The plant maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

#### **SECTION 4.7 - DIG SAFE**

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

#### **SECTION 4.8 - 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 Way, 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 4.9 – 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.

#### **SECTION 4.10 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority gives Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) In either case, the Franchisee shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

#### **SECTION 4.11 – EMERGENCY POWER**

The Cable System shall incorporate equipment capable of providing standby powering of the headend for a minimum of forty-eight (48) hours upon failure of the power furnished by the electric utility company unless for reasons of force majeure.

**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 as that regulation may be amended.

**SECTION 5.3 - CONVERTER BOX, REMOTE CONTROLS**

The Franchisee shall allow Subscribers to purchase remote control devices which are compatible with the converter installed by the Franchisee, if any, and allow the use of remotes. The Franchisee takes no responsibility for changes in its equipment or services that might render inoperable the remote control devices acquired by Subscribers.

**SECTION 5.4 - STEREO TV TRANSMISSIONS**

All broadcast Signals that are transmitted to the Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

## **SECTION 5.5 – CABLE CHANNELS FOR COMMERCIAL USE**

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.

**ARTICLE 6**  
**PEG ACCESS CHANNEL**

**SECTION 6.1 - PEG ACCESS CHANNELS**

(a) Use of channels' capacity for public, educational and governmental ("PEG") access shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG 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. 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 and PEG access equipment will be available on a first-come non-discriminatory basis.

(b) Franchisee shall designate capacity on two (2) channels for public, educational, and governmental (PEG) access channels to be used for public Video Programming provided by the Franchising Authority or its designee, educational access Video Programming provided by the Franchising Authority or designated educational institution, and governmental Video Programming provided by the Franchising Authority. If, after the one-year anniversary of the Franchise Agreement, the Town Council votes at a public meeting to have a third PEG Access Channel, Franchisee shall activate such third PEG Access Channel within ninety (90) days of notice in writing of the vote of the Town Council, subject to the following threshold use requirements. The Franchising Authority may request one additional PEG channel so long as a

threshold use requirement is met for each of the PEG access channels designated above. In order to request the additional PEG channel, the existing PEG access channels must be used to cablecast, first run, non-repetitive, locally produced, non-commercial, non-alpha numerical, Programming at least eighty percent (80%) of the weekdays (Monday through Friday) for eighty percent (80%) of the time during any consecutive eight-hour period for six (6) consecutive months. Said Programming shall not include Programming that is used primarily for monitoring purposes, such as traffic monitoring. The Franchising Authority must provide Franchisee with written, detailed documentation evidencing the usage meets the threshold requirement for each channel. In the documentation to the Franchisee, the Franchising Authority shall state, in good faith, that such additional Public Access Channel (i) will be substantially programmed with non-duplicated, locally produced, non-character generated Programming; and (ii) is necessary to accomplish the stated PEG Access Programming goals of the Town. Such additional access channel will not be used simply to repeat PEG Access Programming that is already carried on the other two (2) access channels, but will be used to carry substantially new locally produced PEG Access Programming. The Franchising Authority agrees that such a third access channel shall not be utilized solely to carry character-generated messages; provided, however, that the Town may use said third access channel to carry character-generated messages along with other new locally produced PEG Access Programming. The Public, Educational and Governmental Access Channels may not be used to cablecast programs for profit, political or commercial fundraising in any fashion.

(c) The Franchisee shall not move or otherwise relocate the channel locations of the PEG Access Channels, once established, without thirty (30) days' advance, written notice to the Franchising Authority. The Franchisee shall use its best efforts, in good faith, to minimize any PEG access channel relocation.

## **SECTION 6.2 – PEG ACCESS CAPITAL SUPPORT**

Franchisee shall provide a total capital payment of Seventy Thousand Dollars (\$70,000) to the Franchising Authority, or its designee, for PEG access channels' facilities and equipment. Payments shall be made by Franchisee as follows:

- (i) within sixty (60) days of the Effective Date of this Renewal Franchise, Ten Thousand Dollars (\$10,000);
- (ii) on or before January 1 of each of the next six (6) years, Ten Thousand Dollars (\$10,000).

## **SECTION 6.3 - PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over Franchisee's downstream PEG access channels, all PEG Access Programming shall be modulated, then transmitted from the origination locations listed in Exhibit C to the Franchisee-owned headend or hub-site on a Franchisee-owned upstream channel made available, without charge, to the Town for its use. At the Franchisee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on the Franchisee-owned Subscriber Network downstream PEG access channels.

(b) The Franchisee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the locations listed in Exhibit C to the designated Franchisee-owned Subscriber Network downstream PEG access channel.

(c) The Franchisee shall own, maintain, repair and/or replace any Franchisee-owned headend or hub-site audio or video signal processing equipment. The Town and/or PEG access provider shall own, maintain, repair and/or replace studio or portable modulators and demodulators. The demarcation point between the Franchisee's equipment and the Town's or

PEG access provider's equipment shall be at the output of the Town's and/or the PEG access provider's modulator(s) at any of the origination locations in Exhibit C.

(d) The Franchisee shall maintain the PEG access channels, and shall monitor the PEG access channels 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.

(e) The origination location at Town Hall is functioning as of the Effective Date. Franchisee agrees to provide appropriate fiber and/or cable connections for the additional origination locations listed on Exhibit C on ninety (90) days' written notice from the Franchising Authority.

#### **SECTION 6.4 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Franchising Authority, or its designee, agrees that it will not use its designated PEG access channels, equipment, or other facilities to provide for-profit commercial services which have the effect of competing with the Franchisee's business.

#### **SECTION 6.5 - INTERCONNECTION WITH COMPETING CABLE FRANCHISE**

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 locations referenced in Subsection 6.3(e), the parties agree that the competing franchisee shall maintain its own upstream video return link from those locations. If PEG Access Programming is originating from Franchisee's hub rather than an origination location as contemplated by Subsection 6.3(e), 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 6.6 – FRANCHISE RELATED COST**

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



## ARTICLE 7

### CUSTOMER SERVICE & CONSUMER PROTECTION

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

(a) Timetable for Installations: The Franchisee shall respond to all requests 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 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: 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 one (1) month 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 (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 - CONSUMER COMPLAINT**

(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. 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 10.9, the Franchisee shall provide to the Franchising Authority and keep current the name and contact information, including address and telephone number, of the individual who Town personnel may contact for issues relating to this Renewal Franchise.

#### **SECTION 7.4 - SERVICE INTERRUPTIONS**

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

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. In the instance of other individual Subscriber service interruptions, credits shall be applied as described above after due notice to the Franchisee from the Subscriber.

Franchisee shall consider a similar credit for any Service Interruption of eight (8) consecutive hours or more, excluding interruptions which are beyond the control of the Franchisee, such as, but not limited to, electrical outages, acts of God or any reason of force majeure.

### **SECTION 7.5 - SUBSCRIBER TELEVISION SETS**

The Franchisee shall not engage directly or indirectly in the business of selling or repairing television sets; provided however that the Franchisee may make adjustments to television sets in the course of normal maintenance.

### **SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY**

The Franchisee shall comply with all applicable federal and state privacy laws and regulations, including 47 U.S.C. 551 and regulations adopted pursuant thereto and attached hereto as Exhibit E.

### **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 information disclosed by the Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority who have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. The Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. 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 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**

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

All of Franchisee's and/or its contractors' or subcontractors' vehicles performing work on the Cable System in the Town shall be placarded with proper identification, making them readily identifiable.

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

**SECTION 7.9 - MONITORING**

Neither the Franchisee nor its designee nor the Franchising Authority nor its designee shall, without a court order, tap, monitor, arrange for the 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 otherwise required by applicable law, 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. The Franchisee shall

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report to the affected parties any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Franchisee. The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes.

#### **SECTION 7.10 – POLLING**

No poll or other upstream response of a Subscriber or user shall be conducted or obtained, unless: 1) the program of which the upstream response is a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, and 2) the program has an informational, entertainment or educational function which is self-evident. The Franchisee or its designees shall release the results of upstream responses only in the aggregate and without individual references.



**ARTICLE 8**  
**PRICES & CHARGES**

**SECTION 8.1 - PRICES AND CHARGES**

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations [47 U.S.C. 543], including, but not limited to, 47 CFR §1603. Before any new or modified rate, fee, or charge is imposed, the Franchisee shall follow the applicable FCC and state notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Town shall have the right to the extent granted or not prohibited under state law, the Cable Act and FCC regulations, to regulate rates, equipment, installation and service charges to Subscribers.

**ARTICLE 9**  
**REGULATORY OVERSIGHT**

**SECTION 9.1 - INDEMNIFICATION**

The Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents 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 attorney's 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 timely (best efforts of ten (10) business days) 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 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 such insurance for liability for injury or death to any person shall be no less than One Million Dollars (\$1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form. The

policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(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). Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(c) 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. Policy will contain a provision that the Franchising Authority will receive thirty (30) days' written notice prior to any cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein upon renewal of policies.

### **SECTION 9.3 - PERFORMANCE BOND**

(a) The Franchisee has submitted and shall maintain throughout the duration of this Renewal Franchise and any removal period a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (i) The satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (ii) The satisfactory restoration of the Public Ways and other improvements;
- iii) The indemnity of the Town; and
- (iv) The satisfactory removal or other disposition of the Cable System.

(b) The Franchisee shall not reduce the amount or cancel said bond, or materially change the terms of said bond from the provisions of Section 9.3(a) herein without the Franchising

Authority's prior written consent. The Franchising Authority shall not unreasonably withhold its consent.

#### **SECTION 9.4 - FRANCHISE FEE**

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

(b) The Franchise Fee shall be paid quarterly to the Town throughout the term of this Renewal Franchise, no later than forty-five (45) days after the end of the Franchisee's fiscal quarters for the preceding quarter in each quarter of this Franchise Renewal.

(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) In accordance with Section 622(b) of the Cable Act, the Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) any funding provided by the Franchisee to the Franchising Authority, or its designee(s), to be used for PEG access operations, (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act, including funds paid to the Town pursuant to Section 9.4 (a) supra, but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term "Franchisee Fee" pursuant to Section 622(g)(2) of the Cable Act.

(e) At any time during the life of this Renewal Franchise, the Franchising Authority may, as needed to verify the information provided hereunder, upon reasonable belief and after notice and an opportunity by the Franchisee to be heard, inspect and subject to independent audit,

at the Franchising Authority's expense, the financial records 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.

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

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

## **SECTION 9.5 - REPORTS**

The Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 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 FRANCHISE**

Upon written notice, the Franchise issued hereunder may, after due process pursuant to opportunity to cure (Section 9.8) and public hearing held by the Franchising Authority, subject to

any other rights available to the Franchisee, 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.

#### **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, 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 ninety (90) 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 ninety (90) day period, take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) 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 ninety (90) 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 such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within thirty (30) days accepting or rejecting Franchisee's response pursuant to Section 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to Section 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against the Franchisee by the Franchising Authority shall be considered null and void.

## **SECTION 9.9 - TRANSFER OR ASSIGNMENT**

This Renewal Franchise shall not be transferred or assigned without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld. No 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 the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within thirty (30) days of receiving a

request for consent, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, and technical qualifications of the transferee or new controlling party. If the Franchising Authority has not taken action on the Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given.

#### **SECTION 9.10 - REMOVAL OF SYSTEM**

Upon termination of this Franchise Renewal or of any renewal hereof by passage of time or otherwise, the Franchisee shall, upon Town's request, remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the Public Ways and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority may, at its sole option, (1) deem any property not removed as having been abandoned, or (2) at Franchisee's expense remove or cause to be removed any components of the Cable System and restore the areas to their original condition.

#### **SECTION 9.11 - INCORPORATION BY REFERENCE**

(a) 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, to the extent not enumerated herein. All such general laws, rules, and regulations, as amended, 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.

(b) Should the State of New Hampshire, the federal government or the FCC require the Franchisee to perform or refrain from performing any act the performance or non-performance of



which is inconsistent with any provisions herein, the Franchising Authority and the Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

**SECTION 9.12- NO THIRD-PARTY BENEFICIARIES**

Nothing in this Franchise Renewal is intended to confer third-party beneficiary status on any member of the public to enforce the term of this Franchise Renewal.

**ARTICLE 10**  
**MISCELLANEOUS**

**SECTION 10.1 - SEVERABILITY**

If any Section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**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, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this 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 Newmarket  
Attn: Town Council  
186 Main Street  
Newmarket, NH 03857

(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  
92 Glenn Street  
Lawrence, MA 01843

with copies to:

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

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
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.

### **SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without

written amendment following publication of the proposed amendment in a manner consistent with the publication and notice provisions of RSA Chapter 43.

#### **SECTION 10.5 - 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 captions shall not affect the meaning or interpretation of the Renewal Franchise.

#### **SECTION 10.6 - WARRANTIES**

The Franchisee warrants, represents and acknowledges that, as of the Effective Date of this Franchisee Renewal:

(a) The Franchisee is duly organized, validly existing and in good standing under the laws of the state;

(b) The Franchisee has the requisite power and authority under applicable law, and its by-laws and articles of incorporation and/or other organizational documents is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the date of execution of this Franchise Renewal to enter into and legally bind the Franchisee to this Franchise Renewal and to take all actions necessary to perform all of its obligations pursuant to this Franchise Renewal;

(c) This Franchise Renewal is enforceable against the Franchisee in accordance with the provisions herein; and

(d) There is no action or proceeding pending or threatened against the Franchisee which would interfere with performance of this Franchise Renewal.

## **SECTION 10.7 - 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 10.8 – RENEWAL OF FRANCHISE**

Subject to the approval of the Town, this Franchise may be renewed in accordance with the provisions of federal law, applicable regulations, and in accordance with the following provisions:

- (a) the extent to which the Franchisee's performance has substantially complied with the material terms of this Franchise, and
- (b) a public hearing has been held, and
- (c) the Franchisee has proposed terms and conditions acceptable to the Town that meet the material future needs and interests of the Town, taking into account cost and technical feasibility of meeting such needs and interests.

## **SECTION 10.9 - ANNUAL TOWN REVIEW AND REPORT**

Upon fourteen (14) days' written notice from the Franchising Authority, the Franchisee will attend an annual meeting with a subcommittee of the Town Council to review compliance with the terms of this Franchise and matters of interest to either party. No later than fourteen (14) days prior to such meeting, either party may submit a list of items to be reviewed.


Additionally, upon written request of the Franchising Authority, Franchisee shall submit an annual report in the form attached as Exhibit F, on or before the anniversary of the Effective Date.


WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 4 DAY OF November 2009.

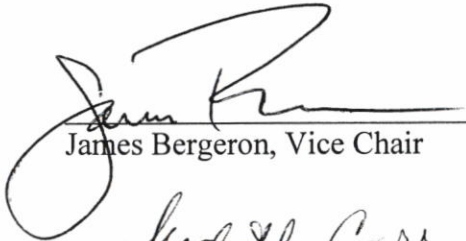
**TOWN OF NEWMARKET**

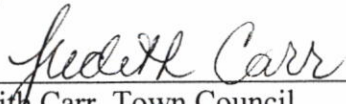
Franchising Authority

By:


  
by Michael LaBranche, Chair of Council

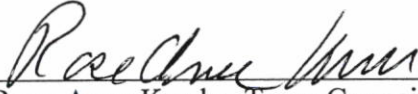
  
Steven Minutelli, Town Council

  
James Bergeron, Vice Chair

  
Judith Carr, Town Council

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Daniel Dickens, Town Council

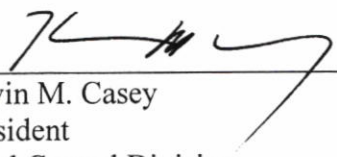
  
Eric Botterman, Town Council

  
Rose-Anne Kwaks, Town Council

**COMCAST OF MAINE/NEW HAMPSHIRE**

Franchisee

By:

  
Kevin M. Casey  
President  
NorthCentral Division

## EXHIBIT A

### PUBLIC BUILDINGS ON THE CABLE SYSTEM

<b><u>Municipal Buildings:</u></b>	
Town Hall	186 Main Street
Police Department	70 Exeter Road
Fire Department	4 Young Lane
Ambulance Department	4 Young Lane
Public Works and Highways Department	4 Young Lane
Water Treatment Facility	5 Young Lane
Sewage Treatment Facility	54 Packers Falls
Public Library	1 Elm Street
Senior Center	2 Terrace Drive
Recreation Center	1 Terrace Drive
<b><u>Public School Buildings:</u></b>	
High School	213 South Main
Elementary School	234 South Main

## **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**

**PEG ORINATION LOCATIONS**

**Town Hall**

**Middle/High School**

**Third location to be determined by Franchising Authority**

**EXHIBIT D**  
**CUSTOMER SERVICE REGULATIONS**

**Code of Federal Regulations 47 CFR §76.309**

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

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

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

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

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

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

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

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

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

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

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

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

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

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

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

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

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

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

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

(4) Definitions--

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

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

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

## **Regulations Re: Notifications**

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

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

(b) Effective July 1, 1993, the cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

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

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

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

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

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

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

**§ 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**  
**FORM OF ANNUAL REPORT**

Location of and hours of Payment Center:

Location of and hours of Customer Service Office:

Customer Service Telephone Number:

Location of Headend (Reception Facility):

Miles of Cable Plant in Town:

Number of Town Subscribers:

System Reliability Operating Percentage:

Customer Service Statistics:

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

b) Copy of written complaints and brief description re: resolution of such complaints:

Franchise Fee Paid:     \$ \_\_\_\_\_

Contact Person to Service Unresolved Customer Complaints:

Updated Labor/Material Costs (if applicable) for Installation over 200 feet from existing plant:





Comcast Cable  
676 Island Pond Road  
Manchester, New Hampshire 03109  
Phone: 603-695-1490  
Fax: 603-628-3303  
Email: carol\_murray@cable.comcast.com

November 11, 2009

**RECEIVED**

NOV 12 2009

TOWN OF NEW MARKET  
ADMINISTRATOR'S OFFICE

*Via Overnight Delivery*

Katherine Miller, Esq.  
Donahue, Tucker & Ciandella  
225 Water Street  
Exeter, NH 03833

**Re: Newmarket, New Hampshire Cable Television Franchise Agreement**

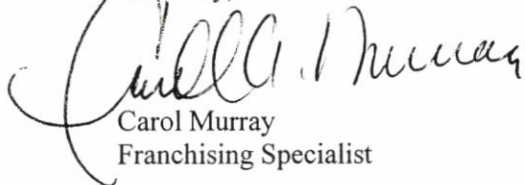
Dear Ms. Miller:

Per your request, enclosed for your files are two executed originals of the Cable Television Franchise Agreement between the Town of Newmarket, New Hampshire and Comcast of Maine/New Hampshire. As you know, the term of the license is for a seven year period which commenced on November 4, 2009 and will expire at midnight on November 3, 2016.

Also enclosed is a copy of the executed settlement agreement regarding the I-Net.

Please contact me with any questions.

Sincerely,



Carol Murray  
Franchising Specialist

/cam  
Enc.

cc: New Hampshire Secretary of State – c/o State House (*copy of license only*)  
Town Council – Newmarket, New Hampshire Town Hall  
Cable Advisory Committee - c/o Newmarket, New Hampshire Town Hall  
Nick Leuci – Comcast Regional Vice President of Franchising & Community Relations (*original*)  
John Fouhy – Comcast Vice President of Government & Community Relations (*original*)  
Jay Somers– Comcast Sr. Manager of Government & Community Relations  
Comcast Local Accounting Department  
Comcast Corporate Franchising Department

AGREEMENT BETWEEN TOWN OF NEWMARKET, NEW HAMPSHIRE AND COMCAST

WHEREAS, this Agreement is between Comcast of Maine/New Hampshire, Inc. ("Comcast") and the Town Council of the Town of Newmarket, New Hampshire (the "Town"), in its role as the statutory franchising authority, regarding the Institutional Network ("I-Net"), as more fully delineated below; and

WHEREAS, representatives from Comcast and the Town have been negotiating in good faith regarding construction of the I-Net, as described in the Cable Franchise Agreement effective commencing on May 23, 1993 (the "Prior Franchise") and requested by the Town in June 2008; and

WHEREAS, this Agreement shall be executed concurrently with the Renewal Cable Television Franchise for the Town of Newmarket, New Hampshire (the "Renewal Franchise"), with the same effective date;

NOW, THEREFORE, the Town and Comcast mutually agree to completely resolve the I-Net construction issues as follows:

**Article I: Settlement:**

- (a) Comcast shall provide a total payment of \$70,000 to the Town, within sixty (60) days of the execution of this Agreement.
- (b) Comcast agrees not to pass the cost of this \$70,000 payment through to its cable subscribers in Newmarket in any manner, and shall not charge the Town for such payment.

**Article II: Future Obligation:**

Subject to the provisions herein, the Town agrees that, after payment of the amount stated in Article I above, Comcast shall have no further responsibility for constructing an I-Net, as required by Section 3.8 of the Prior Franchise. Comcast shall continue to maintain any facilities necessary for originating PEG access programming from the Town Hall in Newmarket, constructed pursuant to the Prior Franchise.

This Agreement is hereby agreed to by:

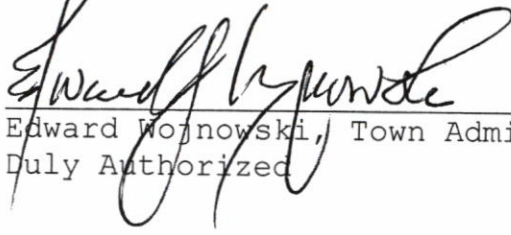
**COMCAST OF MAINE/NEW HAMPSHIRE, INC.:**

By:   
Kevin Casey, Senior Vice President

Date \_\_\_\_\_

TOWN OF NEWMARKET

By:

  
Edward Wojnowski, Town Administrator  
Duly Authorized

Date 10.19.09



RECEIVED  
NOV 23 2009  
TOWN OF NEW MARKET  
ADMINISTRATOR'S OFFICE

Carol A. Murray  
676 Island Pond Road  
Manchester, NH 03109  
Phone: 603-695-1490  
Fax: 603-628-3303

November 20, 2009

Via Overnight Mail

Town Council  
Newmarket Town Hall  
Town of Newmarket  
186 Main Street  
Newmarket, NH 03857

***Re: Newmarket Franchise Performance Bond & Certificate of Insurance***

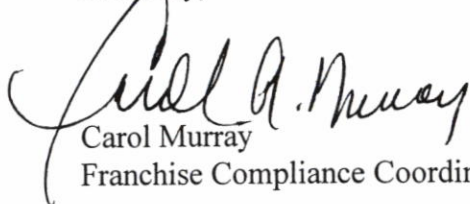
Dear Members of the Council:

Enclosed is our most recent certificate of insurance for your files. Said certificate of insurance is in accordance with Section 9.2 of the Renewal License and will be automatically renewed each year throughout the term of the Renewal License.

The current bond that is on file with the Town of Newmarket will remain in place and will be in effect for the term of the renewal license; a rider has been issued to amend the amount of said bond to reflect the amount in accordance with Section 9.3 of the new Renewal Cable Television License which commenced on November 4, 2009.

Please feel free to contact me if you have any questions. Thank you.

Sincerely,



Carol Murray  
Franchise Compliance Coordinator

/cam  
Enc.

cc: Cable Advisory Committee c/o Newmarket Town Hall  
Nick Leuci - Comcast Vice President of Government and Community Affairs  
John Fouhy - Comcast Vice President of Government and Community Affairs  
Jay Somers - Comcast Manager of Government and Community Affairs



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/12/2009
---------------------------------

**PRODUCER**  
MARSH USA INC.  
TWO LOGAN SQUARE  
PHILADELPHIA, PA 19103-2797  
Attn: Comcast.Certs@marsh.com Fax: 212-948-0360

05194 -ALL-GAWU-08-09 COMC MANC NH NO

**INSURED**  
COMCAST OF MAINE/NEW HAMPSHIRE, INC.  
676 ISLAND POND ROAD  
MANCHESTER, NH 03109

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property And Casualty Ins Co	20699
INSURER C: Indemnity Ins Co Of North America	43575
INSURER D:	
INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$100,000 SIR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	XSL G2 3749099	12/31/2008	12/01/2009	EACH OCCURRENCE \$ 4,900,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ 4,900,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 4,900,000 GENERAL AGGREGATE \$ 25,000,000 PRODUCTS - COM/POP AGG \$ 6,000,000
A	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08252361 (AOS)	12/31/2008	12/01/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	X	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	XOO G24873304	12/01/2008	12/01/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C A C A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C4 4356697 (AOS) WLR C4 4356776 (CA) WLR C4 4356739 (MN) SCF C4 435665A (WI)	12/31/2008 12/31/2008 12/31/2008 12/31/2008	12/01/2009 12/01/2009 12/01/2009 12/01/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A		<b>OTHER EXCESS AUTO LIABILITY</b>	XSA H08252324	12/31/2008	12/01/2009	LIMIT \$5,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AS RESPECTS THE GENERAL LIABILITY POLICY WHERE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED. \$100,000 PER OCCURRENCE SELF INSURED RETENTION APPLIES ONLY TO THE ABOVE GENERAL LIABILITY POLICY. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

**CERTIFICATE HOLDER** CLE-002476393-01

TOWN COUNCIL  
NEWMARKET TOWN HALL  
TOWN OF NEWMARKET  
186 MAIN STREET  
NEWMARKET, NH 03857

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~SEND BY MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY MAIL TO THE ADDRESS ABOVE OR BY FAX TO THE ADDRESS ABOVE OR BY MAIL TO THE ADDRESS ABOVE~~

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  
Mary Radaszewski *Mary Radaszewski*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**RIDER**

To be attached to and form part of:

Bond Number 10088717197  
dated 1/31/2004

issued by the TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
in the amount of \$100,000.00

on behalf of COMCAST OF MAINE/NEW HAMPSHIRE, INC.  
(Principal)

and in favor of TOWN OF NEWMARKET, TOWN COUNCIL  
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

**The Bond Amount shall be amended:**

**FROM: One Hundred Thousand and 00/100 Dollars (\$100,000.00)**

**TO: Twenty Five Thousand and 00/100 Dollars (\$25,000.00)**

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

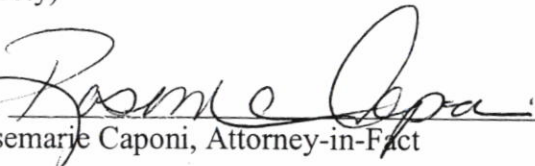
This Rider is to be Effective this 13<sup>th</sup> day of November, 2009.

Signed, Sealed & dated this 13<sup>th</sup> day of November, 2009.

Comcast of Maine/New Hampshire, Inc.

By:   
(Principal) **ARTHUR R. BLOCK**  
Senior Vice President

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Surety)

By:   
Rosemarie Caponi, Attorney-in-Fact





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220967

Certificate No. 003011361

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Darella White, Richard G. Dicciani, Richard A. Jacobus, Mary C. O'Leary, Douglas R. Wheeler, Maureen McNeill, Wayne G. McVaugh, Rosemarie Caponi, Elizabeth Marrero, Sandra E. Bronson, and Adrienne Seaford

of the City of Philadelphia, State of Pennsylvania, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of May, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 13th day of May, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15<sup>th</sup> day of November, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.