



September 12, 2018

Ms. Barbara Bennett  
Town of Berwick  
180 Main Street  
South Berwick, ME 03908

***Re: Town of South Berwick – Franchise Extension***

Dear Ms. Bennett:

Please find enclosed a fully executed extension of the Cable Television Franchise between the Town of South Berwick and Comcast. As a result of this extension the Cable Television Franchise will expire on September 7, 2023.

Please feel free to contact Bryan Christiansen at 603.224.1871 X202 should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Denise Mason'.

Denise Mason, Manager  
Government & Regulatory Affairs

/dmm

Enc.

cc: Board of Selectmen – Town of S. Berwick *(cover letter only)*  
Bryan Christiansen - Comcast Sr. Manager of Government & Regulatory Affairs  
Comcast Corporate Franchising *(via email)*  
Comcast Division Franchising and Finance *(via email)*

**EXTENSION OF THE CABLE TELEVISION  
FRANCHISE AGREEMENT  
BETWEEN  
THE TOWN OF SOUTH BERWICK, ME  
AND  
COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

In its statutory role as Franchising Authority, pursuant to the laws of the State of Maine, The Town of South Berwick (the "Town") hereby extends the current Cable Television Franchise Agreement (the "Franchise Agreement"), granted to Comcast of Maine/New Hampshire, Inc. ("Comcast"), on September 8, 2008 upon the same terms and conditions therein, for a period from 12:01am on September 8, 2018 until midnight on September 7, 2023 ("Extension"), or until such time as the Franchise is renewed for a longer term, whichever occurs sooner.

This extension shall under no circumstances be construed or deemed to be a renewal of the Franchise Agreement under either state or federal law(s) or the terms of said Franchise Agreement. The Town and Comcast reserve all of their lawful rights pursuant to all applicable state and federal law(s).

This extension is subject to the terms and conditions contained in the regulations of the FCC; the Cable Communications Policy Act of 1984 (the "1984 Cable Act"); the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") and all town, state, and federal statutes and by-laws of general application.

Nothing herein shall be construed in any manner whatsoever as a waiver, release or surrender of any rights that the Town and/or Comcast may have under Section 626 and Section 635 of the 1984 Cable Act with respect to this Extension. The Town expressly reserves all rights under applicable provisions of the 1984 Cable Act, including Section 626 and Section 635.

The Franchising Authority and Comcast agree to negotiate diligently and in good faith during the Extension period to finalize a long-term agreement.

In Witness Whereof, this 28<sup>th</sup> day of August 2018, this Extension is hereby issued by the Town Council of the Town of South Berwick, Maine as the Franchising Authority, all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire.

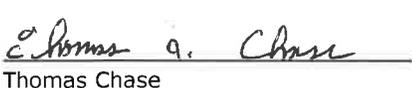
By: Municipal Officers  
Town of South Berwick

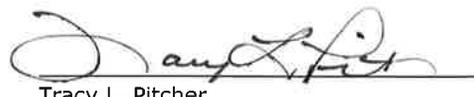
By: Comcast of Maine/New Hampshire Inc.

  
John C. Kareckas, Chair

  
John James

  
Russell H. Abell

  
Thomas Chase

  
Tracy L. Pitcher  
Regional Sr. Vice President  
Greater Boston Region

  
Mallory Cook



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

November 7, 2008

***VIA OVERNIGHT MAIL***

Town Council  
Berwick Town Hall  
Town of Berwick  
180 Main Street  
South Berwick, ME 03908

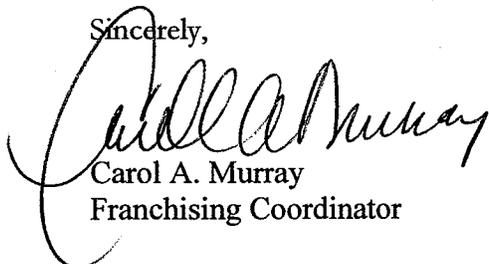
***Re: South Berwick, Maine Cable Television Renewal License:***

Dear Chair and Members of the Council:

Enclosed please find two fully executed originals of the Cable Television Renewal License between the Town of Berwick and Comcast of Maine/New Hampshire, Inc. As you know, the term is for a ten year period, which will commence on September 8, 2008 and will expire at midnight on September 7, 2018.

If you have any questions, please feel free to contact me at 603.695.1490.

Sincerely,



Carol A. Murray  
Franchising Coordinator

/cam

Enc.

cc: Cable Advisory Committee, c/o South Berwick Town Hall  
Maine Secretary of State  
Nick Leuci – Comcast Vice President of Franchising & Community Relations *(3<sup>rd</sup> original)*  
John Fouhy – Comcast Vice President of Government & Community Relations *(4<sup>th</sup> original)*  
Bryan Christiansen – Comcast Sr. Manager of Government & Community Relations  
Comcast Local Accounting Department  
Comcast Corporate Government Affairs Department



**RENEWAL**  
**CABLE TELEVISION FRANCHISE**  
**FOR**  
**THE TOWN OF SOUTH BERWICK,**  
**MAINE**

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## **SOUTH BERWICK, ME RENEWAL FRANCHISE**

### **INTRODUCTION**

WHEREAS, Comcast of Maine/New Hampshire, Inc., (hereinafter "Franchisee"), is the duly authorized holder of a Franchise to operate a cable television system in the Town of South Berwick, Maine (hereinafter the "Town"), said Franchise having commenced on May 10, 1972;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated June 22, 2004 in conformity with the Cable Communications Policy Act of 1984 ("Cable Act") and filed a renewal proposal dated June 25, 2007;

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; and

WHEREAS, the South Berwick Town Council, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise.

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 Maine, 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 South Berwick, 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 September 8, 2008.

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

(h) Franchising Authority – means the Town Council of the Town of South Berwick, Maine, or the lawful designee thereof.

(i) Franchisee – means Comcast of Maine/New Hampshire, Inc., 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 by the Franchisee to the Franchising Authority, the Town of South Berwick and or any other authorized governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(k) Gross Annual Revenues – means the subscriber revenue received by the Franchisee from the operation of the Cable System in the Town of South Berwick 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, and equipment rental fees. Gross Annual Revenue shall not include advertising or home shopping revenue, 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 Licensee 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) Public, Educational and Government (PEG) Access Programming – means the non-commercial programming produced by any 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 Renewal License

(o) Public, Educational and Governmental (PEG) Access Channel – means a video channel designated for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(p) 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.

(q) Public Way – means 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 South Berwick, 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 South Berwick 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 purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

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

(t) Standard Installation –means the standard two hundred feet (200') Drop connection to the existing distribution system.

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

(v) Subscriber Network –means the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(w) Town – means the Town of South Berwick, Maine.

(x) Video Programming or Programming –means 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 Maine Law and the Cable Act, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of Maine/New Hampshire, Inc., 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 South Berwick. 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, Sec. 626 [47 U.S.C. 546}, and the laws of Maine, 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 ten (10) years and shall commence on September 8, 2008, following the expiration of the current Franchise, and shall terminate at midnight on September 7, 2018.

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

(a) In accordance with the provisions of federal law, State of Maine Ch 14 30A Section 3008 – 5 (C) and applicable regulations, this Renewal Franchise shall be subject to additional renewals for the periods not to exceed fifteen (15) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by the Franchisee and the Franchising Authority and shall contain such modified or additional terms as the Franchisee and the Franchising Authority may then agree.

### **SECTION 2.4 - NON-EXCLUSIVITY OF FRANCHISE**

(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, no such Franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein. Material terms include but are not limited to: franchise fees; payment schedules; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. If any such additional or competitive Franchise is granted by the Franchising Authority which, in the reasonable opinion of the Franchisee, contains more favorable or less burdensome terms or conditions than this Renewal Franchise, the Franchising Authority agrees that it may amend this Renewal Franchise to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television Franchise is filed with the Franchising Authority, proposing to serve the Town, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television Franchise(s) shall be on equivalent terms and conditions as those contained in this Renewal Franchise.

(d) The issuance of additional Franchise(s) shall be subject to all applicable federal and state laws, and applicable regulations promulgated thereunder.

(e) In the event that the Franchisee believes that any additional Franchise(s) has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority may convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from the Franchisee. Along with said written request, the Franchisee may provide the Franchising Authority with written reasons for its belief. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any such additional Franchise(s) are on terms more favorable or less burdensome than those contained in this Renewal Franchise. The Franchisee may provide the Franchising Authority with such non-proprietary financial or other relevant information as is requested.

(f) Should the Franchisee demonstrate that any such additional Franchise(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchising Authority and the Franchisee may negotiate equitable amendments to this Renewal Franchise within a reasonable time.

(g) 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 may 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. Franchise shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that

any existing or future service providers in the Town have been provided relief by the Franchising Authority from any obligation of its cable television Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

(h) In the event that Cable Services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor other than the Franchisee, which is not in any way an affiliate of the Franchisee, and such Person(s) or Multichannel Video Programming Distributor is not required by applicable law to be Franchised by the Franchising Authority, and to the extent that the Franchisee reports to the Franchising Authority, in writing, that the providing of such Cable Services by such Person(s) or Multichannel Video Programming Distributor is having a negative financial impact upon the Franchisee's Cable System operations in the Town, the Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue. The Franchising Authority shall convene said hearing within thirty (30) days of receipt of a hearing request from the Franchisee.

- (i) Along with said written request, the Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to present the basis and the reasons for its determination. The Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested.
- (ii) Should the Franchisee demonstrate that the Cable Service(s) of such Person(s) is having a negative financial impact upon the Franchisee's Cable System operations in the Town; the Franchising Authority may make equitable amendments to this Renewal Franchise.

## **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 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**

Pursuant to Maine law, 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 Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

### **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 thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile providing however, that such dwelling units are within one (1) aerial mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within two hundred feet (200') of the Franchisee's Distribution Cable. For non-Standard Installations the Franchisee shall offer said service within forty-five (45) days of a Subscriber requesting such for aerial installations and ninety (90) days, weather permitting, of a Subscriber requesting such for underground installations and Subject to Force Mejeure. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served by abutting town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting town.

(b) Notwithstanding paragraph (a) above the Franchisee and the Franchising Authority agree that the Franchise shall extend cable service to the following areas.

1. Rodier Road - starting at # 31 and building to #110 Rodier Road
2. Great Hill Road – building # 53 only.
3. Thurrell Road – starting at #10 and building to #110 Thurrell.
4. Emery's Bridge Road - starting at #475 and building to #618 Emery's Bridge.
5. Boyd's Corner Road / Ogunquit Road – starting at # 10 on Boyd's Corner Road and building to #195 on Ogunquit Road.
6. Old County Road– build the entire street.
7. Bennett Lot Road – build to house #131.
8. Boyd's Corner Road / Emery's Bridge Road - starting at #10 on Emery's Bridge Road and building all of Boyd' Corner Road out to #41.
9. Finson Road – build entire street.

10. Brookwood Drive – build entire street.
11. Linscott Road – build entire street.
12. Tufts Road – build entire street.
13. Boyd's Corner Road / Thurrell Road - starting at #149 on Boyd's Corner Road and building to #149 on Thurrell Road.
14. Bennett Lot Road - starting at Emery's Bridge Road and building to #118 on Bennett Lot Road.
15. Belle Marsh Road - starting at house #2 and building out to #290 Belle Marsh. (House under construction 600' past 290, will build it, but no address at this time)
16. Mountain Road – build to #114.
17. Pave Street – build entire street.
18. Warren Pond Road – build entire street.
19. Knights Pond Road - build to North Berwick town line.
20. Hooper Sands Road – build entire street.
21. Meadow Pond Road – build entire street.
22. Andrews Lane – build entire street.
23. Lords Lane – build entire street.
24. Route 236 – build to the Eliot town line.
25. Pond Road – build entire street.

(c) It is agreed upon by both parties that the Franchisee shall have twelve (12) months from the Effective Date of this Renewal Franchise, subject to Force Majeure, to build the above referenced section(s) of Town. The costs to construct these line extensions may be passed through to customers and line itemed on customers' bills as a franchise related cost (FRC).

(d) Installation costs shall conform with the Cable Act. Any dwelling unit within two hundred feet (200') aerial or two hundred feet (200') 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 feet (200') or which involve a hard surface or which require boring shall be provided at a rate established by the Franchisee. For installations more than two hundred feet

(200'), not involving a hard surface, the first two hundred feet (200') shall be at the Standard Installation rate.

(e) 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.

(f) If all of the transmission and distribution facilities of all of the respective public or municipal utilities, if any, in Town are underground, the Franchisee shall place its Cable Systems' transmission and distribution facilities underground; provided that (1) such underground locations are actually capable of accommodating the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality, and (2) the Franchisee is reimbursed for its costs associated with such underground placement if reimbursement is made to any of the other respective utility companies from the Town. Such reimbursement shall be through payment from the Town. In any area of Town where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Franchisee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. 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 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.

(b) Nothing in this section shall require the Franchisee to move existing Drops or Outlets, as listed in **Exhibit A**.

## **ARTICLE 4**

### **TECHNOLOGICAL AND SAFETY STANDARDS**

#### **SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be 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 of general applicability, codes and regulations, including but not limited to OSHA, the National Electrical Safety Code, and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Operating and maintenance personnel shall be trained in the use of all safety equipment and the safe operation of vehicles and equipment. 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.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of 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.

(e) 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.

(f) Upon written notice from the Franchising Authority, the Franchisee shall remedy a general deficiency with respect to the technical standards described herein within sixty days (60) 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.

#### **SECTION 4.2 - REPAIRS AND RESTORATION**

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. If the Franchisee fails to make such restoration within forty-five days (45), the Franchising Authority may fix a time for such restoration and repairs, and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of the Franchisee to comply within the time specified, 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 written demand by the Franchising Authority.

#### **SECTION 4.3 - TREE TRIMMING**

The Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and 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 and regulations.

#### **SECTION 4.4 - MAPS**

The Franchisee shall maintain a complete set of maps of the Town, which will show those areas in which its facilities exist and the location of all streets. The maps will be retained at

Franchisee's primary place of business, updated at a minimum every five years and will be available to the Franchising Authority for inspection by the Franchising Authority upon request.

#### **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 - DIG SAFE**

The Franchisee shall comply with all applicable "dig safe" provisions of the Maine laws.

#### **SECTION 4.7 - 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 Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

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

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

**SECTION 4.8 - 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 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 company's shall be treated alike if reimbursed for such costs by the Town.

**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.

**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 76.309(c)(3)(i)(b) of the FCC Rules and Regulations regarding notice of programming changes.

**ARTICLE 6**

**PUBLIC, EDUCATIONAL & GOVERNMENT ACCESS CHANNEL**

**SECTION 6.1 – PEG ACCESS CHANNEL**

The Franchising Authority may request that the Franchisee enter into negotiations on an amendment to this Franchise that outlines the terms and conditions under which one (1) PEG Access channel may be provided to the Town. Franchising Authority agrees to pay for the cost of the activation of said channel, any video return line required to activate video origination for the PEG Access Channel, and any end user equipment necessary to produce and/or to transmit the programming.

## **ARTICLE 7**

### **CUSTOMER SERVICE AND CONSUMER PROTECTION**

#### **SECTION 7.1 - CUSTOMER SERVICE**

The Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) as amended, as they exist or as they may be amended from time to time and with Maine Law Chapter 14.30A Section 3010; consumer rights and protections. A copy of the current regulation is attached as **Exhibit D**.

(a) The Franchisee shall establish a procedure for resolution of billing and privacy disputes and Complaints by Subscribers. The Franchisee shall provide, on an annual basis, a written description of said procedures to all Subscribers, as well as the Franchising Authority.

(b) Upon request, the Franchisee shall provide written information to the Franchising Authority regarding Subscriber Complaints in South Berwick.

(c) If the Franchising Authority or its 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, provided that the Subscribers make a good faith effort to comply with the Franchisee's procedures specified in paragraph (a) above for the resolution of Complaints.

(d) In the event that the Franchising Authority or its designee(s) finds a pattern of multiple unresolved subscriber Complaints, the Franchising Authority and the Franchisee may discuss appropriate amendments to this Renewal Franchise.

#### **SECTION 7.2 - SERVICE INTERRUPTIONS**

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 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.

### **SECTION 7.3 - 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.

### **SECTION 7.4 – 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 that 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 7.5 - EMPLOYEE IDENTIFICATION CARDS**

All of the Franchisee's employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by the Franchisee.

## **ARTICLE 8**

### **PRICES AND CHARGES**

#### **SECTION 8.1 - PRICES AND CHARGES**

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's rate regulations [47 U.S.C. 543]. 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.

## **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 ten (10) business days of receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. The Franchisee is not required to indemnify the Town for attorney fees and costs incurred prior to the above referenced written notice being provided to the Franchisee.

#### **SECTION 9.2 - INSURANCE**

(a) The Franchisee shall carry commercial general liability insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in Maine 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. 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 expiration of policies.

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

(a) The Franchisee shall maintain a performance bond running to the Town in the amount of One Hundred Thousand Dollars (\$100,000), until the completion of the extensions required in Section 3.1. Upon completion of said construction, and for the duration of the renewal Franchise Agreement, the amount of the bond shall be reduced to the amount of Fifty Thousand Dollars (\$50,000), with a surety company satisfactory to the Franchising Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in the time schedule provided herein;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements;
- (3) the indemnity of the Town; and

(4) 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 FEES**

(a) Beginning ninety (90) days after the Effective Date, Franchisee shall implement a Franchise Fee equal to two percent (2%) of its Gross Annual Revenues. Said payment shall be made quarterly within sixty (60) days after March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> each year for the preceding three (3) month calendar quarter. The first and last payments shall be prorated to reflect the time period for which this Renewal Franchise is in effect.

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

(c) 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 fees paid pursuant to Section 9.4(a) and any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term "Franchise Fee" pursuant to Section 622(g)(2) of the Cable Act. In

the event any funds are used for the support of PEG Access, said funds shall be deducted from or credited against the Franchise Fee described in section 9.4(a) above.

#### **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**

Subject to the provisions of Section 9.8, the Franchise issued hereunder may, after due written notice and hearing, 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 or control thereof without consent of 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, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at 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 30 days accepting or rejecting Franchisees' response pursuant to 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 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. The application for consent to an assignment or transfer shall be signed by the Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. 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 - 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 Maine, 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 Maine, 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.

## **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 Maine 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; unavailability of materials and/or essential equipment, 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 South Berwick  
Attn: Town Council  
180 Main Street  
South Berwick, ME 03908

with a copy to:

Town of South Berwick  
Attn: Town Manager  
180 Main Street  
South Berwick, ME 03908

(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: Vice President of Government & Community Relations  
4 Lyberty Way  
Westford, MA 01886

with copies to:

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

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

(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 Maine law.

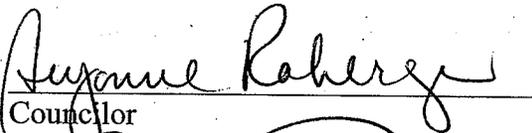
WITNESS OUR HANDS AND OFFICIAL SEAL, THIS 8<sup>th</sup> DAY OF  
SEPTEMBER 2008.

**TOWN OF SOUTH BERWICK**

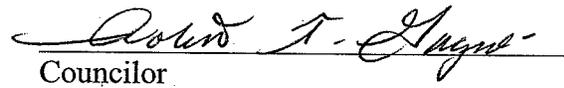
By:

  
Councilor

  
Councilor

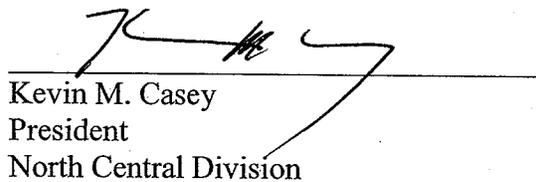
  
Councilor

  
Councilor

  
Councilor

**COMCAST OF MAINE/NEWHAMPSHIRE,  
INC.**

By:

  
Kevin M. Casey  
President  
North Central Division

**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 sections shall not affect the meaning or interpretation of the Renewal Franchise.

**SECTION 10.6 - 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.

**EXHIBIT A**

**PUBLIC BUILDINGS ON  
THE CABLE SYSTEM**

Public School Buildings:

Central School 197 Main Street

Marshwood Great Works School 49 Academy Street

Municipal Buildings:

South Berwick Town Hall 180 Main Street

South Berwick Public Library 37 Portland Street

Fire Station 70 Norton Street

Public Works Garage 12 Front Street

**EXHIBIT B**

**PROGRAMMING**

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

**EXHIBIT C**  
**GROSS ANNUAL REVENUE REPORTING FORM**

**COMCAST**  
**NEW ENGLAND REGION**

TOWN OF South Berwick, ME  
Period: [enter period of which payment is based]

Totals

**Totals By Service:**

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue <sup>1</sup>	\$ [enter amount]
Other Unregulated Revenue <sup>2</sup>	\$ [enter amount]
Digital Revenue	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

**Totals By Non Service:**

Leased Access Revenue	\$ [enter amount]
Less Bad Debt Expense / Add Bad Debt Recovery	\$ [enter amount]
Subtotal:	\$ [enter subtotal]

Total Gross Revenue \$ [enter total]

Franchise Fee per Franchise Agreement \$ [enter % total]  
Less state and FCC fees ([enter total of fees])

Franchise Fee Due \$ [enter total due]

1 – Pay Service includes all Pay Channels, On Demand products and Pay Per View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other misc. billing adjustments.

Authorized Comcast Representative:

\_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT D**

### **CUSTOMER SERVICE REGULATIONS**

#### **United States Code of Federal Regulations:**

#### **Title 47: Telecommunication**

#### PART 76—MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

#### Subpart H—General Operating Requirements

#### § 76.309 Customer service obligations.

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

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

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

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

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

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

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

(1) Cable system office hours and telephone availability—

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

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

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

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

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

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

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

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

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

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

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

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

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

Note to §76.309: Section 76.1602 contains notification requirements for cable operators with regard to operator obligations to subscribers and general information to be provided to customers regarding service. Section 76.1603 contains subscriber notification requirements governing rate and service changes. Section 76.1619 contains notification requirements for cable operators with regard to subscriber bill information and operator response procedures pertaining to bill disputes.