

**CABLE TELEVISION FRANCHISE**

**GRANTED TO**

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

**BY THE**

**CITY OF SANFORD,  
MAINE**

**TERM: May 18, 2021 – May 17, 2031**

**TABLE OF CONTENTS**

<b>INTRODUCTION</b> .....	5
<b>ARTICLE 1 - DEFINITIONS</b> .....	6
Section 1.1-DEFINITIONS .....	6
<b>ARTICLE 2 – GRANT OF FRANCHISE</b> .....	10
Section 2.1-GRANT OF FRANCHISE .....	10
Section 2.2-TERM OF FRANCHISE .....	10
Section 2.3-NON-EXCLUSIVITY OF THE FRANCHISE .....	10
Section 2.4-POLICE AND REGULATORY POWERS.....	11
Section 2.5-REMOVAL OR ABANDONMENT .....	11
Section 2.6-EMINENT DOMAIN NOT CONFERRED.....	11
Section 2.7-AMENDMENT BY MUTUAL AGREEMENT.....	11
<b>ARTICLE 3 – TRANSFER AND ASSIGNMENT OF FRANCHISE</b> .....	12
Section 3.1-TRANSFER OF THE FRANCHISE.....	12
Section 3.2-EFFECT OF UNAUTHORIZED ACTION .....	12
Section 3.3-NO WAIVER OF RIGHTS.....	13
<b>ARTICLE 4 – SYSTEM DESIGN</b> .....	14
Section 4.1-CABLE SYSTEM .....	14
Section 4.2-EMERGENCY ALERT SYSTEM .....	14
Section 4.3-PARENTAL CONTROL CAPACITY .....	14
<b>ARTICLE 5 – CONSTRUCTION, INSTALLATION, LINE EXTENSION &amp; MAINTENANCE STANDARDS</b> .....	15
Section 5.1-SERVICE AVAILABILITY .....	15
Section 5.2-LOCATION OF CABLE SYSTEM .....	16
Section 5.3-UNDERGROUND FACILITIES .....	16
Section 5.4-TREE TRIMMING .....	16
Section 5.5-RESTORATION TO PRIOR CONDITION .....	17
Section 5.6-TEMPORARY RELOCATION.....	17
Section 5.7-DISCONNECTION AND RELOCATION.....	17
Section 5.8-SAFETY STANDARDS.....	17
Section 5.9-PRIVATE PROPERTY.....	18
Section 5.10-RIGHT TO INSPECTION OF CONSTRUCTION.....	18
Section 5.11-CABLE SYSTEM MAPS.....	18
Section 5.12-COMMERCIAL ESTABLISHMENTS.....	18
Section 5.13-SERVICE INTERRUPTION.....	18
<b>ARTICLE 6 – SERVICES AND PROGRAMMING</b> .....	19
Section 6.1-BASIC SERVICE.....	19
Section 6.2-PROGRAMMING.....	19
Section 6.3-LEASED CHANNELS FOR COMMERCIAL USE .....	19
Section 6.4-CABLE COMPATIBILITY .....	19
Section 6.5-CONTINUITY OF SERVICE .....	19
Section 6.6-FREE CONNECTIONS & MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS .....	19
<b>ARTICLE 7 – PUBLIC, EDUCATIONAL &amp; GOVERNMENTAL ACCESS CHANNELS AND CAPITAL     FUNDING</b> .....	20
Section 7.1-PEG ACCESS PROGRAMMING .....	20
Section 7.2-PEG ACCESS CHANNELS.....	20
Section 7.3-ORINATION POINT .....	21
Section 7.4-PEG ACCESS EQUIPMENT CAPITAL FUNDING .....	21
Section 7.5-EQUIPMENT OWNERSHIP AND MAINTENANCE .....	21

Section 7.6-PEG ACCESS CHANNEL(S) MAINTENANCE .....	21
Section 7.7-CENSORSHIP .....	21
Section 7.8-PEG ACCESSCABLECASTING .....	22
<b>ARTICLE 8 – FRANCHISE FEES .....</b>	<b>23</b>
Section 8.1-FRANCHISE FEE PAYMENTS .....	23
Section 8.2-RECOMPUTATION .....	23
Section 8.3-AFFILIATES USE OF SYSTEM .....	24
Section 8.4-METHOD OF PAYMENT .....	24
<b>ARTICLE 9 – RATES AND CHARGES .....</b>	<b>25</b>
Section 9.1-RATE REGULATION .....	25
Section 9.2-NOTIFICATION OF RATES AND CHARGES .....	25
Section 9.3-PUBLICATION AND NON-DISCRIMINATION .....	25
Section 9.4-CREDIT FOR SERVICE INTERRUPTION .....	25
<b>ARTICLE 10 – INSURANCE AND BONDS .....</b>	<b>26</b>
Section 10.1-INSURANCE .....	26
Section 10.2-PERFORMANCE BOND .....	26
Section 10.3-CERTIFICATES OF INSURANCE .....	27
Section 10.4-INDEMNIFICATION .....	27
<b>ARTICLE 11 – ADMINISTRATION AND REGULATION .....</b>	<b>29</b>
Section 11.1-REGULATORY AUTHORITY .....	29
Section 11.2-PERFORMANCE EVALUATION HEARINGS .....	29
Section 11.3-NONDISCRIMINATION .....	29
Section 11.4-EMERGENCY REMOVAL OF PLANT .....	29
Section 11.5-REMOVAL AND RELOCATION .....	29
Section 11.6-JURISDICTION .....	30
Section 11.7-RENEWAL .....	30
<b>ARTICLE 12 – DETERMINATION OF BREACH, LIQUIDATED DAMAGES-FRANCHISE REVOCATION</b>	
<b>DEFINITIONS .....</b>	<b>31</b>
Section 12.1-DETERMINATION OF BREACH .....	31
Section 12.2-REVOCATION OF THE FRANCHISE .....	31
Section 12.3-TERMINATION .....	31
Section 12.4-NON-EXCLUSIVITY OF REMEDY .....	32
Section 12.5-NO WAIVER-CUMULATIVE REMEDIES .....	32
<b>ARTICLE 13 – SUBSCRIBER RIGHTS &amp; CONSUMER PROTECTION .....</b>	<b>33</b>
Section 13.1-TELEPHONE ACCESS .....	33
Section 13.2-CUSTOMER CALL CENTER .....	33
Section 13.3-FCC CUSTOMER SERVICE OBLIGATIONS .....	33
Section 13.4-COMPLAINT RESOLUTION PROCEDURES .....	33
Section 13.5-BILLING PRACTICES INFORMATION AND PROCEDURES .....	33
Section 13.6-DISCONNECTION AND TERMINATION OF CABLE SERVICES .....	34
Section 13.7-EMPLOYEE AND AGENT IDENTIFICATION CARDS .....	34
Section 13.8-PROTECTION OF SUBSCRIBER PRIVACY .....	34
<b>ARTICLE 14 – REPORTS, AUDITS AND PERFORMANCE TESTS .....</b>	<b>35</b>
Section 14.1-GENERAL .....	35
Section 14.2-QUALITY OF SERVICE .....	35
Section 14.3-DUAL FILINGS .....	36
Section 14.4-ADDITIONAL INFORMATION .....	36
Section 14.5-INVESTIGATION .....	36
<b>ARTICLE 15 – EMPLOYMENT .....</b>	<b>37</b>
Section 15.1-EQUAL EMPLOYMENT OPPORTUNITY .....	37

Section 15.2-NON-DISCRIMINATION .....	37
<b>ARTICLE 16 – MISCELLANEOUS PROVISIONS</b> .....	<b>38</b>
Section 16.1-ENTIRE AGREEMENT .....	38
Section 16.2-CAPTIONS.....	38
Section 16.3-SEPARABILITY .....	38
Section 16.4-ACTS OR OMISSIONS OF AFFILIATES.....	38
Section 16.5-FRANCHISE EXHIBITS.....	38
Section 16.6-WARRANTIES .....	38
Section 16.7-FORCE MAJEURE .....	38
Section 16.8-APPLICABILITY OF FRANCHISE .....	39
Section 16.9-NOTICES .....	39
Section 16.10-CITY'S RIGHT OF INTERVENTION.....	39
Section 16.11-NO RECOURSE AGAINST THE FRANCHISING AUTHORITY .....	40
Section 16.12-TERM.....	40
Section 16.13–NO THIRD PARTY BENEFICIARIES .....	40
<b>EXHIBITS</b> .....	<b>41</b>
Exhibit 1 Service Availability .....	42
Exhibit 2 Programming.....	43
Exhibit 3 Free Connections & Service to Public Buildings & Schools .....	44
<b>SIGNATURE PAGE</b> .....	<b>45</b>

## AGREEMENT

This Agreement, made this 18<sup>th</sup> day of May, 2021, between the City of Sanford, ME as statutory Franchising Authority and Comcast of Maine/New Hampshire, Inc. (“Comcast”).

## WITNESSETH

**WHEREAS**, the Franchising Authority of the City of Sanford, Maine, pursuant to 30-A M.R.S.A. §3008 and 3010 and the Cable Act, is authorized to grant one or more nonexclusive, revocable cable television franchises to construct, upgrade, operate and maintain a cable television system within the City of Sanford; and

**WHEREAS**, On May 18, 2021, the Franchising Authority conducted a public hearing pursuant to Section 626(a) of the Cable Act for the purpose of providing an opportunity for public comment and to ascertain the future cable-related community needs and interests of Sanford; and

**WHEREAS**, the Franchising Authority and Comcast did engage in good faith negotiations and did agree on the terms and conditions contained in this Franchise Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

## ARTICLE 1

### DEFINITIONS

#### Section 1.1-DEFINITIONS

For the purpose of this Franchise, the following words, terms, phrases and their derivations shall have the meanings ascribed to them in the Cable Act unless otherwise defined herein. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Sanford resident and/or any Persons affiliated with a Sanford non-commercial institution to use designated facilities, equipment and/or channels of the Cable System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Franchisee shall make available to the Franchising Authority and/or its designees, without charge, for the purpose of transmitting non-commercial programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

(3) Affiliate or Affiliated Person: When used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person, excluding any entity that is not involved with the use, business, management, operation, construction, repair and/or maintenance of Comcast Corporation's cable systems, such as NBC Universal

(4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(5) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984)(the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(6) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming services, which the Franchisee may make available to Subscribers generally.

(7) Cable System or System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the City, 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 the Communications Act, or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(8) City: The City of Sanford, Maine.

- (9) City Council: The City Council of the City of Sanford, Maine.
- (10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.
- (11) Complaint: Any written or verbal contact with the Franchisee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Franchisee's control, and (2) requires a corrective measure on the part of the Franchisee.
- (12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.
- (13) Department of Public Works ("DPW"): The Department of Public Works of the City of Sanford, Maine.
- (14) Downstream Channel: A channel over which PEG Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (15) Drop: The cable that connects each home or building to the feeder line of the Cable System.
- (16) Educational Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.
- (17) Effective Date of Franchise (the "Effective Date"): May 18, 2021.
- (18) FCC: The Federal Communications Commission, or successor agency.
- (19) Franchise: The non-exclusive Cable Television Franchise granted to the Franchisee by this instrument.
- (20) Franchise Fee: The payments to be made by the Franchisee to the City, which shall have the meaning as set forth in Section 622(g) of the Cable Act.
- (21) Franchisee: Comcast of Maine/New Hampshire, Inc., or any successor or transferee in accordance with the terms and conditions in this Franchise.
- (22) Franchising Authority: The City Council of the City of Sanford, Maine.
- (23) Government Access Channel: A specific channel(s) on the Cable System which is made available for use by the Franchising Authority and/or its designee(s) wishing to present non-commercial government Programming and/or information to the public.
- (24) Gross Annual Revenues: All revenues derived by the Franchisee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including: the distribution of any Cable Service over the Cable System; Basic Service monthly fees and all other Cable Service fees; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be Cable Services for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and home shopping revenues; and advertising revenues on a pro-rata

basis. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include taxes or fees imposed by law or regulation and passed through to Subscribers, late fees, Franchise Fees (Fee on Fee), fees from non-Cable Services and bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(25) Headend: The electronic center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(26) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used for the purpose of either (i) Signal processing or switching, or (ii) placement of a fiber node, microwave link or transportation super trunk.

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

(28) Normal Business Hours: Those hours during which most similar businesses in the City are open to serve customers. In all cases, Normal Business Hours shall include some evening hours at least one (1) night per week and/or some weekend hours.

(29) Origination Capability: An activated cable and connection to an Upstream Channel, which allows User(s) to transmit a Signal(s) upstream to a designated location.

(30) Outlet: An interior receptacle, generally mounted in a wall that connects a Subscriber's or User's equipment to the Cable System.

(31) Pay Cable or Pay Service(s): Programming delivered for a fee or charge to Subscribers on a per-channel or group-of-channels basis.

(32) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) Pedestal: An environmental protection unit used in housing Cable Television System equipment and/or amplifiers.

(35) Person: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(36) Prime Rate: The prime rate of interest at Bank of America, or its successor.

(37) Programming or Video Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

(38) Public Access Channel: A specific channel(s) on the Cable System which is made available for use by, among others, Sanford individuals and/or organizations wishing to present non-commercial programming and/or information to the public.



(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

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

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

(42) State: The State of Maine.

(43) Subscriber: Any Person, firm, corporation or other entity in the City who or which elects to subscribe to, for any purpose, a Service provided by the Franchisee by means of, or in connection with, the Cable System.

(44) Transfer: The disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise, of ownership resulting in a change of control of the Cable System or of this Franchise, to a Person or a group of Persons.

(45) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(46) Upstream Channel: A channel over which PEG Signals travel from an authorized location to the System Headend.

(47) User: A Person utilizing PEG Access facilities for purposes of production and/or transmission of PEG Access programming as opposed to utilization solely as a Subscriber.

## ARTICLE 2

### GRANT OF FRANCHISE

#### Section 2.1-GRANT OF FRANCHISE

Pursuant to the authority of 30-A M.R.S.A. §3008 and 3010 of the laws of the State of Maine, and subject to the terms and conditions set forth herein, the City Council of the City of Sanford, Maine, as the Franchising Authority, hereby grants a non-exclusive, revocable Cable Television Franchise to the Franchisee, authorizing and permitting the Franchisee to, install, upgrade, operate and maintain a Cable System within the corporate limits of the City of Sanford.

This Franchise is granted under and in compliance with the Laws of Maine; the Cable Act and the rules and regulations of the FCC in force and effect during the period for which this Franchise is granted.

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 System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the City of Sanford within the municipal boundaries and subsequent additions thereto, including property over which the City has an easement or right-of-way. Nothing herein shall preclude Franchisee from offering any service over the Cable System as may be lawfully allowed. In exercising rights pursuant to this Franchise, the Franchisee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Franchise does not establish priority for use over other present or future permit holders or the City's own use of Public Way and places. Any references herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City. This Franchise is intended to convey limited rights and interests to the Public Ways and Streets in which the City has an actual interest, and this Franchise shall not be construed as a warranty of title or interest in any Public Way or Street, nor does it provide the Franchisee with any interest in any Public Way or Street.

Grant of this Franchise does not deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to use, perform work on, or to regulate the use of, and to control the Public Ways or Streets in a non-discriminatory manner as to all users of Public Ways and Streets within the City, including without limitation the right to perform work on its roadways, Public Ways or appurtenant drainage facilities, including but not limited to, constructing, altering, removing, paving, widening, grading, or excavating.

#### Section 2.2-TERM OF FRANCHISE

The term of this Franchise shall be for ten (10) years, commencing on May 18, 2021 and expiring on May 17, 2031, unless sooner terminated as provided herein.

#### Section 2.3-NON-EXCLUSIVITY OF THE FRANCHISE

(a) This Franchise shall not affect the right of the Franchising Authority to grant to any other Person a franchise or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, installation, operation or maintenance of a Cable Television System within the City of Sanford; or the right of the Franchising Authority to permit the use of the Public Ways and places of the City for any lawful purpose whatsoever. The Franchisee hereby acknowledges the Franchising Authority's right to make such grants and permit such uses.

(b) The grant of any additional Cable Television franchise(s) shall not be on terms materially more favorable or less burdensome than those contained in this Franchise.

#### **Section 2.4-POLICE AND REGULATORY POWERS**

By executing this Franchise, the Franchisee acknowledges that its rights are subject to the powers of the City to adopt and enforce generally applicable by-laws necessary to the safety and welfare of the public. The Franchisee shall comply with all generally applicable DPW regulations, and any generally applicable ordinances enacted by the City, provided that such ordinances are of general applicability and not specific to the Cable System, Franchisee, or this Franchise, including ordinances and regulations pertaining to management, control and regulation of public rights of way but only to the extent authorized or allowed by State and Federal law. Any conflict between the terms of this Franchise and any present or future lawful exercise of the City's police and generally applicable regulatory powers shall be resolved by a court of appropriate jurisdiction. Nothing in Section 2.4 shall be deemed a waiver of any rights or defenses that Franchisee or the City may have under the Communications Act, any applicable FCC regulations, or the laws of the State of Maine.

#### **Section 2.5-REMOVAL OR ABANDONMENT**

Subject to applicable law, upon lawful termination of this Franchise, and unless (1) the Franchisee renews its franchise or is in the process for renewal for another term or (2) the Franchisee Transfers the Cable Television System to a transferee approved by the Franchising Authority, the Franchisee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore the areas, as close as possible, to their original condition. If such removal is not complete within six (6) months after such termination, the Franchising Authority may deem any property not removed as having been abandoned, and the Franchising Authority shall take ownership of such property without resort to the State of Maine's Abandoned Property statutes, or the Franchising Authority, at the Franchisee's expense, may remove or cause to be removed any components of the Cable System and restore such areas to their original condition prior to the installation of the Cable System, and may dispose of any such property in any way or manner the Franchising Authority deems appropriate.

#### **Section 2.6-EMINENT DOMAIN NOT CONFERRED**

No privilege or power of eminent domain is conferred upon the Franchisee by the City through the grant of this Franchise.

#### **Section 2.7-AMENDMENT BY MUTUAL AGREEMENT**

This Franchise may only be amended by the mutual agreement of the Franchising Authority and the Franchisee, in writing, duly executed and signed by both parties, and attached hereto and made a part of this Franchise.

### ARTICLE 3

#### TRANSFER AND ASSIGNMENT OF FRANCHISE

##### Section 3.1-TRANSFER OF THE FRANCHISE

(a) Subject to applicable law and compliance with the provisions in this Section 3.1, neither this Franchise, nor control thereof, nor any right thereto, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Franchise to any other Person, company and/or other entity, without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. Such consent shall be given upon a written application therefor on forms prescribed by the FCC.

(b) The application for consent to a Transfer or assignment shall be signed by the Franchisee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(c) The Franchisee shall submit to the Franchising Authority an original and two (2) copies, unless otherwise directed, of its FCC Form 394 (or such other or successor form used to request consent to any such Transfer or assignment). The request for approval of Transfer or assignment shall also contain all reasonably appropriate documentation and such additional information as the Franchising Authority may reasonably require.

(d) The consent of the Franchising Authority shall be given only after a public hearing, if such a hearing is scheduled by the Franchising Authority, in writing, in a timely manner, or requested by the Franchisee, in writing, in a timely manner, to consider the written request for Transfer. The Franchising Authority shall complete review of the request for Transfer and make a decision thereto no later than one hundred twenty (120) days after receipt of the request for Transfer. The Franchising Authority may impose reasonable conditions on the transferee before granting consent to the proposed transfer, and any such conditions must be reasonably calculated to ensure performance of the provisions of this Franchise. If the Franchising Authority fails to render a final decision on such request within said 120 days, such request shall be deemed granted unless both parties hereto agree to an extension of time.

(e) For purposes of determining whether it shall consent to any such change of control and ownership, the Franchising Authority shall consider the legal, financial, managerial, and technical qualifications of the prospective controlling or owning Person to operate the Cable System.

(f) Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all of the terms and conditions contained in this Franchise except as otherwise agreed to by the Franchising Authority.

##### Section 3.2-EFFECT OF UNAUTHORIZED ACTION

(a) The taking of any action in violation of Section 3.1 herein shall be null and void, and shall be deemed a material breach of this Franchise.

(b) If the Franchising Authority denies its consent to any such action and a Transfer has nevertheless occurred, the Franchising Authority may revoke and terminate this Franchise.

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

**Section 3.3-NO WAIVER OF RIGHTS**

The consent or approval of the Franchising Authority to any assignment, lease, Transfer or sublease of the Franchise granted to the Franchisee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Franchise, and any such Transfer shall, by its terms, be expressly subordinate to the terms and conditions of the Franchise except as otherwise agreed to by the Franchising Authority. The Franchising Authority does not waive any rights to pursue the Franchisee for violations of this Franchise by consenting to any assignment, lease, Transfer, or sublease of this Franchise.

## ARTICLE 4

### SYSTEM DESIGN

#### **Section 4.1-CABLE SYSTEM**

(a) In accordance with the requirements of Article 5, the Franchisee shall construct, operate, maintain and make available to all residents of the City a Cable System of at least 860 MHz.

(b) The Franchisee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are delivered to the Franchisee in stereo.

(c) The system design of the Cable Television System shall conform to all applicable FCC technical specifications.

#### **Section 4.2-EMERGENCY ALERT SYSTEM**

The Cable System shall be in compliance with the FCC's Emergency Alert System ("EAS") regulations and in accordance with applicable Maine laws and/or regulations.

#### **Section 4.3-PARENTAL CONTROL CAPACITY**

The Franchisee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

## ARTICLE 5

### CONSTRUCTION, INSTALLATION, LINE EXTENSION AND MAINTENANCE STANDARDS

#### Section 5.1-SERVICE AVAILABILITY

(a) The Franchisee shall make Cable Service substantially available in the City within 18 months of the start of construction in accordance with **Exhibit 1**.

(b) Upon completion of the initial service area, the Franchisee shall make Cable Service available to every remaining residential dwelling unit in the City in accordance with Section 5.1 (c) and (d) below, provided that the Franchisee is able to obtain any necessary easements and/or permits and subject to the completion of make-ready work. The Franchisee shall make every reasonable effort to obtain private rights-of-way and MDU access agreements and will comply with applicable State laws and regulations.

(c) The Cable System shall be extended upon request, at the Franchisee's sole cost and expense, to any and all remaining areas of the City containing twenty (20) dwelling units or more per aerial mile or thirty (30) dwelling units or more per underground mile of Cable System plant or fractional proportion thereof, or as required by state law, both as measured from termination of the existing Trunk and Distribution System from which a usable Cable Service signal may be obtained. For purposes of this section, a home shall only be counted as a "dwelling unit", if such home is unserved and within three (300) feet of the Public Way.

(d) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Franchisee which shall apply to any residence located not more than three hundred feet (300') from the existing aerial Trunk and Distribution System and additions thereto. The Franchisee may charge residents located more than three hundred (300') feet from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges including a rate of return in accordance with applicable law in addition to the standard installation charge. The Franchisee shall have ninety (90) days to survey, design and install non-standard installations that are more than three hundred (300') feet from the existing Trunk and Distribution System, subject to Force Majeure. Underground installations are considered non-standard installations and may be subject to additional charge(s).

(e) The Cable Television System shall be further extended to all remaining areas in the City that do not meet the requirements of Section 5(c) above upon the request of dwelling unit owners in such areas and based upon the following cost calculation:

$$(C/LE) - (CA/P) = SC$$

- \* C equals the cost of construction of new plant measured from termination of the existing Cable System plant;
- \* LE equals the number of dwelling units requesting Service in the line extension area and who subsequently pay a contribution in aid;
- \* CA equals the average cost of construction per mile in the City;
- \* P equals the twenty (20) dwelling units per aerial or thirty (30) dwelling units per underground mile of aerial plant; and
- \* SC equals the per dwelling unit contribution in aid of construction in the line extension area.

(f) Any dwelling unit owner located in an area of the City without Cable Service may request such Service from the Franchisee. In areas meeting the requirements of Section 5 (c) and (d) above, the Franchisee shall extend Service to the area subject to Force Majeure and the performance of make ready. In those areas with less than twenty (20) dwelling units per aerial or thirty (30) dwelling units per underground mile, both as measured from termination of the existing Trunk and Distribution System from which a usable Cable Service signal can be obtained, the Franchisee shall, within thirty (30) days following a request for Service, conduct a survey to determine the number of dwelling units in the area and shall inform the requesting dwelling unit owner of the contribution in aid of construction (see Section 5 (d) above) that will be charged. The Franchisee shall apply for all necessary permits and pole attachment licenses within thirty (30) days of receiving the contribution in aid of construction from all participating dwelling units. Cable Service(s) shall be made available and fully activated to all requesting dwelling units who made a contribution in aid of construction within ninety (90) days of receipt of all necessary permits and pole attachment licenses by the Franchisee, subject to Force Majeure (including the performance of make-ready work).

(g) The Franchising Authority shall make its best efforts to provide the Franchisee with written notice of the issuance of building permits for planned housing developments in the City.

(h) Notwithstanding any contrary provisions contained herein, the Franchising Authority shall have the right to request that the Franchisee extend the Cable System to residential dwelling units where the density requirements of Section 5.1(c)-(d) are not met so long as the Franchising Authority agrees to pay the cost of such extension, including construction, materials, labor, and easements, through a credit against the Franchise Fee owed by the Franchisee to the City.

#### **Section 5.2-LOCATION OF CABLE SYSTEM**

The Franchisee shall operate and maintain the Cable Television System within the City of Sanford. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and any other obstructions shall be in accordance with applicable City ordinances and regulations.

#### **Section 5.3-UNDERGROUND FACILITIES**

(a) In the areas of the City having telephone lines and electric utility lines underground, whether required by law or not, all of the Franchisee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the City, the Franchisee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes shall be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Franchisee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. In the event that project costs are not reimbursed, Franchisee reserves the right to pass its costs through to Subscribers.

#### **Section 5.4-TREE TRIMMING**

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Franchisee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Franchisee shall comply with all generally applicable rules and/or regulations established by the



Franchising Authority or its designee during the term of this Franchise regarding tree and/or root trimming and/or pruning.

#### **Section 5.5-RESTORATION TO PRIOR CONDITION**

Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, private road, or places, the same shall be replaced and the surface restored in as reasonably good condition as before entry as soon as practicable. Absent force majeure, and weather permitting, the Franchisee shall, insofar as reasonably possible, make such restorations within ten (10) business days after receipt of written notice from the property owner so damaged, unless otherwise agreed to by the Franchisee and the property owner. If the Franchisee fails to make such restorations on a timely basis, then the Franchising Authority may fix a reasonable time for such restoration and repairs and shall notify the Franchisee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Franchisee to comply within the specified time period, 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.

Damage to curbs and sidewalks caused by the Franchisee's construction, operation, maintenance or repair of the Cable System shall be repaired to the reasonable satisfaction of the Franchising Authority. Damage to private driveways or private roads caused by the construction, operation, maintenance or repair of the Cable System shall be repaired to the reasonable satisfaction of the owner or tenant in possession of the property. Franchisee shall provide Franchising Authority with immediate notice for any damage Franchisee causes to: Public Ways, Streets, water-mains, storm or sanitary sewers, or other public facilities. If Franchisee fails to make the repairs to such public facilities, Franchisee shall be financially liable for the reasonable cost of any repairs.

If the Franchisee fails, refuses, or neglects to cause any work on, over, or under any Public Way or Street to be completed, as required by law or this Franchise, within any time prescribed herein, then the Franchising Authority may cause such work to be performed or completed, in whole or in part, at the Franchisee's sole expense. The Franchising Authority shall provide the Franchisee with an itemized statement of costs for completing such work, and the Franchisee shall pay such costs within sixty (60) days of receiving such statement.

#### **Section 5.6-TEMPORARY RELOCATION**

The Franchisee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the party requesting such move. The Franchisee shall be given not less than forty-five (45) days advance notice to arrange for such temporary wire changes and maintain continuity of service.

#### **Section 5.7-DISCONNECTION AND RELOCATION**

The Franchisee shall, without charge to the Franchising Authority and/or the City, protect, support, temporarily disconnect, relocate in the same street, or other Public Way and place, 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 City department acting in a governmental capacity. Franchisee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. In the event that project costs are not reimbursed, Franchisee reserves the right to pass its costs through to Subscribers.

#### **Section 5.8-SAFETY STANDARDS**

The Franchisee shall construct, upgrade, install, operate, maintain and remove the Cable Television

System in conformance with Occupational Safety and Health Administration regulations, the National Electric Code, the National Electrical Safety Code, the rules and regulations of the FCC, all applicable state statutes, building codes and land use restrictions as the same exist or may be amended hereafter.

**Section 5.9-PRIVATE PROPERTY**

The Franchisee shall be subject to all generally applicable laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System without charge to the Franchising Authority or the affected Subscriber(s).

**Section 5.10-RIGHT TO INSPECTION OF CONSTRUCTION**

(a) The Franchising Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Franchise in order to ensure compliance with the terms and conditions of this Franchise and applicable law. Any such inspection shall not interfere with the Franchisee's operations, except in emergency situations.

(b) Any inspections conducted by the Franchising Authority and/or its designee(s) shall be at the sole cost and expense of the City. Unless otherwise mutually agreed upon, the City shall give at least fourteen (14) days prior notification to the Franchisee of its intention to conduct any inspection. The Franchisee shall be present during all such inspections.

**Section 5.11-CABLE SYSTEM MAPS**

(a) Upon reasonable written request, the Franchisee shall file with the Franchising Authority strand maps of the Cable System plant. Said strand maps shall include the routing of the Cable System, including all underground and aerial plant.

**Section 5.12-COMMERCIAL ESTABLISHMENTS**

The Franchisee shall make Cable Service(s) available to any commercial establishments in the City provided that said establishment(s) agrees to pay for installation and monthly subscription costs as lawfully established by the Franchisee, in accordance with applicable law(s) and/or regulation(s).

**Section 5.13-SERVICE INTERRUPTION**

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

## ARTICLE 6

### SERVICES AND PROGRAMMING

#### Section 6.1-BASIC SERVICE

The Franchisee shall provide a Basic Service which shall include all Signals which are required to be carried by a Cable System serving the City pursuant to applicable statute or regulation.

#### Section 6.2-PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Franchisee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2** attached hereto.

(b) Franchisee shall comply with FCC Rules and Regulations regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. Written notices required by this section may be provided electronically as permitted by 47.C.F.R.§76.1600.

(c) Franchisee shall maintain Foreign Language Programming, as provided in **Exhibit 2**, and shall use all commercially reasonable efforts to maintain French language channels within the broad category of Foreign Language Programming offered to Subscribers.

#### Section 6.3-LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Franchisee shall make available channel capacity for commercial use by Persons unaffiliated with the Franchisee.

#### Section 6.4-CABLE COMPATIBILITY

The Franchisee shall continue to maintain consumer electronics equipment compatibility in accordance with applicable law and regulation.

#### Section 6.5-CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Franchisee are honored. The Franchisee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary Service interruptions can be anticipated, the Franchisee shall notify Subscribers, if practical, in advance.

#### Section 6.6-FREE CONNECTIONS & MONTHLY SERVICE TO PUBLIC BUILDINGS & SCHOOLS

(a) The parties agree that Franchisee will provide Basic Service to the locations identified in **Exhibit 3** and has the right in accordance with applicable law to deduct the fair market value of those services from franchise fees. Comcast will notify the Town if it intends to implement said offset and the fair market value of those services at least sixty (60) days prior to doing so.

(b) In accordance with Section 6.6 (a) above, the Franchisee shall, upon written request, provide and maintain one (1) standard aerial installation Subscriber Cable Drop of 300 feet, (1) Outlet and monthly Basic Service to public schools, public libraries and other public buildings along the Cable System Trunk and Distribution System included in **Exhibit 3**, attached hereto. The Franchisee shall coordinate the location of each Drop and Outlet with each of the aforementioned institutions newly receiving Service. The Franchisee shall provide installation of such Drops and/or Outlets within sixty (60) days of any such requests from the Franchising Authority, subject to Force Majeure.

## ARTICLE 7

### PUBLIC, EDUCATION AND GOVERNMENT ACCESS CHANNELS AND CAPITAL FUNDING

#### Section 7.1-PEG ACCESS PROGRAMMING

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

#### Section 7.2-PEG ACCESS CHANNELS

(a) Subject to Section 7.2 (c) below, within twelve (12) months of making Cable Service available to the first Subscribers within the City, the Franchisee shall make available to the Franchising Authority and/or its designee(s) two (2) Downstream Channels for Sanford PEG Access use, as follows:

(b) The Franchisee shall provide the two (2) activated Downstream Channels for PEG Access use in standard definition (SD) format. The Franchising Authority and/or its designee(s) may elect to transmit one or both PEG Access Channels in either standard definition (SD) or high definition (HD) format, and the Franchisee shall transmit the PEG Access Channels in the format in which they are received from the Franchising Authority. If the Franchising Authority and/or its designee elects to transmit one or both of the PEG Access Channels in a different format, whether it be standard definition (SD) or high definition (HD) format, then the Franchising Authority must provide the Franchisee with written notice one hundred and twenty (120) days in advance of the date the Franchising Authority will begin transmitting one or both PEG Access Channels in a different format. All such PEG Access Channels shall be included on the Basic Service Tier or as allowed by applicable law. The Franchisee shall distribute the PEG Access Channels Signal(s) on its Cable System in the format in which they are received, either standard definition (SD) or high definition (HD) from the Franchising Authority without substantial alteration or deterioration. The Cable System shall be capable of transmitting color video signals received at the Headend in color, stereo audio signals received at the Headend in stereo and properly formatted closed-captioned signals received at the Headend.

(c) Within twelve (12) months of making Cable Service available to the first Subscribers within the City, in order to provide PEG Access Programming to subscribers, Franchisee and Franchising Authority shall utilize one of the following three methods of bringing PEG Access programming content onto the System:

1. from a City identified and designated point of demarcation;
2. via direct connections provided by Franchisee from specified PEG origination locations as set forth below in Section 7.3; or
3. by entering into an interconnection agreement with the existing provider of Cable Service in the city as set forth in Section 7.2(d).

(d) The Franchisee may, with the City's written approval (which will not be unreasonably withheld) and at Franchisee's expense, interconnect its Cable System with the existing cable operator's cable system(s) in order to cablecast, on a live basis, all PEG Access Programming carried by the existing cable operator consistent with this Agreement. The Franchisee shall take commercially reasonable steps to accomplish such interconnection within twelve (12) months of the date that the Franchisee makes Cable Service available to first Subscribers within the City. Interconnection may be accomplished by reasonable method of connection that permits Franchisee to cablecast PEG programming concurrent with delivery to Franchisee's System, Franchisee shall negotiate in good faith with the existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms and conditions. If requested by Franchisee, the city shall make a good faith effort to have the existing cable operator(s) provide such interconnection to the Franchisee on reasonable terms and

conditions. The Franchisee and the existing cable operator(s) shall negotiate the specific terms and conditions of the interconnection agreement. If requested by Franchisee, the City may use reasonable efforts to assist in informally mediating disputes.

(e) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the City and/or PEG Access Users.

(f) The Franchisee shall not move or otherwise relocate the channel location(s) of the PEG Access Channel(s), once established, without the advance, written notice to the Franchising Authority and/or its designee(s); such notice shall be at least thirty (30) days. The Franchisee shall use its best efforts, in good faith, to minimize any PEG Access Channel(s) relocations.

(g) The Franchising Authority and/or its designee(s) shall be responsible for the picture quality of PEG Access Programming at the input of the encoders that will be permanently located at each origination location listed below or interconnection point, which is the demarcation point between the video origination equipment owned, operated and maintained by the Franchisee and the Franchising Authority's and/or its designee(s) end-user equipment. The Franchisee may require access to said video transmitter(s) for the purpose of testing, maintaining, and/or adjusting output levels of the video transmitter.

#### **Section 7.3-ORIGINATION POINT**

1. Sanford High School – 100 Alumni Boulevard

#### **Section 7.4-PEG ACCESS EQUIPMENT CAPITAL FUNDING**

(a) The Franchisee shall provide funding to the Franchising Authority in the total amount of One Hundred and Twenty Thousand Dollars (\$120,000.00) to be used for PEG Access capital and equipment purposes. The Franchisee shall provide such funding in ten equal payments of Twelve Thousand Dollars (\$12,000.00) to the City on an annual basis, no later than July 1st of each year of this Franchise. The Franchising Authority may designate in writing one or more City account(s) or fund(s) to which the Franchisee shall direct payment of any such funding due to the Franchising Authority hereunder.

(b) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and shall be paid to the Franchising Authority, at the annual rate of one percent (1%) above the Prime Rate.

#### **Section 7.5-EQUIPMENT OWNERSHIP AND MAINTENANCE**

The City shall own and maintain (i) all PEG Access equipment in its possession, as of the Effective Date of this Franchise and (ii) all PEG Access equipment purchased with funding pursuant to this Franchise.

#### **Section 7.6-PEG ACCESS CHANNEL(S) MAINTENANCE**

The Franchisee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels; provided, however, that the Franchisee is not responsible for the technical quality of PEG Access Programming.

#### **Section 7.7-CENSORSHIP**

The Franchisee shall not engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable

law.

**Section 7.8-PEG ACCESSCABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be encoded and then transmitted from the PEG Access Origination Locations specified herein to the Franchisee's Headend or Hub, where such PEG Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Franchisee's sole responsibility to ensure that said PEG Access Programming is properly switched electronically to the appropriate PEG Access Downstream Channel(s), in an efficient and timely manner. Any manual switching shall be the responsibility of the Franchising Authority and/or its designee(s). The Franchisee and the Franchising Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Franchisee shall provide and maintain all other necessary switching and/or processing equipment located in its Headend facility in order to switch upstream PEG Access Signals from the City and/or its designee(s) to the designated Downstream PEG Access Channel(s). Nothing herein shall require the Franchisee to provide any other switching equipment or any other end-user equipment.

(d) In accordance with applicable law, the Franchisee reserves the right to pass-through or line-item costs associated with this Franchise, including the provision of PEG Access Programming to Subscribers.

## ARTICLE 8

### FRANCHISE FEES

#### Section 8.1-FRANCHISE FEE PAYMENTS

(a) The Franchisee shall pay to the Franchising Authority, throughout the term of this Franchise, a Franchise Fee equal to five percent (5%) of the Franchisee's Gross Annual Revenues, derived during each year of this Franchise. The Franchisee shall not be liable for Franchise Fees in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall not include (i) the PEG Access capital funding (Section 7.4); (ii) any interest due herein to the Franchising Authority and/or its designee(s) because of late payments; and/or (iii) any damages (Section 12.2).

(b) Said payments shall be made to the Franchising Authority on the following quarterly basis: (i) on or before May 15<sup>th</sup> of each year of this Franchise for the previous (3) month period of January, February and March; (ii) on or before August 15<sup>th</sup> of each year of this Franchise for the previous three (3) month period of April, May and June; (iii) on or before November 15<sup>th</sup> of each year of this Franchise for the previous three (3) month period of July, August and September; and (iv) on or before February 15<sup>th</sup> of each year of this Franchise for the previous three (3) month period of October, November and December.

(c) The Franchisee shall file with each such payment a statement, prepared by a financial representative of the Franchisee, documenting the total of all Gross Annual Revenues of the Franchisee during the preceding quarter. Such statement shall include a breakdown by category (e.g. basic service, home shopping channels, advertising) and source of gross annual revenues for the quarter.

(d) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of one percent (1%) above the Prime Rate.

#### Section 8.2-RECOMPUTATION

(a) Tender or acceptance of any payment required herein shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of (1) any claim that the City may have for additional sums including interest payable under this Section 8.2, (2) or any other claims arising under Section 8.2 of this Franchise. All amounts paid shall be subject to audit and recomputation by the Franchising Authority, provided that the Franchising Authority must contest such payment no later than three (3) years after each quarterly Franchise Fee is tendered with respect to such fiscal year.

(b) If the Franchising Authority has reason to believe that any such payment(s) are incorrect, the Franchising Authority shall notify the Franchisee of such belief in writing and the Franchisee shall have thirty (30) days from receipt of such written notification to provide the Franchising Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Franchising Authority does not believe that such documentation supports the accuracy of such payment(s), the Franchising Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Franchising Authority, such fee, plus interest thereon at any annual rate equal to the prime rate plus one percent (1%) on the date the payment was due, shall be paid within thirty (30) days after such audit and recomputation. If it is determined that the Franchisee's underpayment of the Franchise Fee is greater than three percent (3%) of the amount that is owed to the Franchising Authority, then the Franchisee shall reimburse the Franchising Authority for the cost the Franchising Authority incurred in conducting the audit, up to a maximum of One Thousand Dollars (\$1,000).

(c) Franchisee shall cooperate with the Franchising Authority, or its delegee, in the event that the Franchising Authority conducts an audit pursuant to Section 8.2(b). Such cooperation shall include providing all information reasonably necessary for the Franchising Authority, or its delegee, to conduct the audit. This is a material term of this Franchise, and Franchisee's refusal to abide by this section shall be considered a material breach of the Franchise subject to the provisions of Section 12. The Franchising Authority shall protect any proprietary information provided to it by treating such information as confidential.

**Section 8.3-AFFILIATES USE OF SYSTEM**

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to the City.

**Section 8.4-METHOD OF PAYMENT**

All Franchise Fee payments by the Franchisee to the Franchising Authority pursuant to this Franchise shall be made payable to the City. The Franchising Authority may designate in writing one or more City account(s) or fund(s) to which the Franchisee shall direct payment of any Franchise Fees due to the Franchising Authority hereunder.



## ARTICLE 9

### RATES AND CHARGES

#### **Section 9.1-RATE REGULATION**

The Franchising Authority reserves the right to regulate the Franchisee's rates and charges to the extent allowable under applicable federal law.

#### **Section 9.2-NOTIFICATION OF RATES AND CHARGES**

(a) The Franchisee shall file with the Franchising Authority schedules which shall describe all Services offered by the Franchisee, all rates and charges of any kind, and all terms or conditions relating thereto. The Franchisee shall notify all Subscribers and the Franchising Authority of any impending rate increases in accordance with applicable federal law. Changes in prices for Cable Service, equipment and installation will be in conformance with applicable law, including FCC regulations 47 CFR §§76.1602, 76.1603, and 76.1619.

#### **Section 9.3-PUBLICATION AND NON-DISCRIMINATION**

All rates for subscriber Services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Franchisee's business office. Nothing in this Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

#### **Section 9.4-CREDIT FOR SERVICE INTERRUPTION**

Under Normal Operating Conditions, in the event the Franchisee's Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, provided that said interruption is not caused by the Subscriber, the Franchisee shall grant such Subscriber upon request a pro rata credit or rebate in compliance with applicable law(s).

## ARTICLE 10

### INSURANCE AND BONDS

#### Section 10.1-INSURANCE

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

- (1) A comprehensive general liability policy naming the Franchising Authority, the City, its officers, boards, committees, commissions, and employees as additional insureds for all claims on account of injury to or death of a Person or Persons or damage to property occasioned by the construction, installation, maintenance, operation, or removal of the Cable System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death or property damage in any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form. The Franchisee's general liability policy shall include products and completed operations, independent contractors, personal and advertising injury, and automobile; and the Franchisee's liability insurance shall include blanket contractual liability coverage. Overall limits of liability may be met through any combination of primary and excess liability insurance policies. The Franchisee shall provide thirty (30) days written notice prior to any cancellation, material modification, or non-renewal.
- (2) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:
  - (a) One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, consequent death and property damage per occurrence;
- (3) Worker's Compensation and Employer's Liability in the minimum amount of:
  - (a) Statutory limit for Worker's Compensation; and
- (4) The following conditions shall apply to the insurance policies required herein:
  - (a) Such insurance shall commence no later than the Effective Date of this Franchise.
  - (b) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.
  - (c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in Maine.
  - (d) The Franchisee's failure to obtain, to procure, or maintain the required insurance shall constitute a material breach of this Franchise under which the City may suspend operations under this Franchise, subject to the provisions of Section 12.1 herein.

#### Section 10.2-PERFORMANCE BOND

(a) The Franchisee shall obtain and maintain at its sole cost and expense throughout the entire term of the Franchise and for a period of thirty (30) days following the termination of this Franchise Agreement a faithful performance bond running to the City, with good and sufficient surety in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by the Franchise. Said bond shall provide for recovery jointly and severally from the principal and the surety of the bond for damages suffered by the Franchising Authority which result from the Franchisee's failure to comply with one or more provisions of the Franchise. Said bond shall be recoverable by the Franchising Authority within thirty (30) days after written request to draw on the bond by the Franchising Authority.

(b) The performance bond shall be effective throughout the term of the Franchise, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Franchisee shall fail to comply with any one or more provisions of the Franchise, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, maintenance, operation or removal of the Cable System, the City shall recover from the surety of such bond any and all damages suffered by the City as a result thereof. Such damages shall include, but not be limited to, reasonable attorney's fees incurred.

(c) The performance bond shall be a continuing obligation of this Franchise. In the event that the City recovers from the surety, the Franchisee shall take immediate steps to reinstate the performance bond to the \$100,000.00 required coverage herein. Neither this section, any bond accepted pursuant thereto or any damages recovered thereunder shall limit the liability of the Franchisee under the Franchise.

### **Section 10.3-CERTIFICATES OF INSURANCE**

The Franchisee shall submit to the Franchising Authority, or its designee(s), upon written request, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

### **Section 10.4-INDEMNIFICATION**

The Franchisee shall, at its sole cost and expense, indemnify and hold harmless the Franchising Authority, the City, its officials, boards, commissions, committees, agents, and/or employees against all expenses, losses, claims, demands, payments, suits, actions, recoveries, and judgments of any nature and description resulting from the actions of the Franchisee, its employees, officers or agents, including arising out of the construction, installation, maintenance, operation and/or removal of the Cable System under the Franchise, or any suit or claim for royalties, license fees, or infringement of copyright or patent rights, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, but are not limited to, all reasonable attorneys' fees and costs incurred up to such time that the Franchisee assumes defense of any action hereunder. The Franchising Authority shall give the Franchisee timely written notice of its obligation to indemnify and defend the Franchising Authority, and the Franchisee shall have the right to select legal counsel for the defense of any action, at no cost to the Franchising Authority. The Franchising Authority's failure to give timely notice to the Franchisee of the commencement of any such action shall not relieve the Franchisee of its obligation under this section unless failure to provide timely notice causes actual prejudice to the Franchisee's ability to defend such claims. The Franchisee shall, at its sole cost and expense, defend against any claim, demand or litigation within the scope of this indemnification, and the Franchising Authority shall cooperate with Franchisee in the defense and/or settlement of any claim, demand or litigation. Any settlement requiring City remuneration, or which creates any obligation for the City, must be with the advance, written consent of the Franchising Authority, which shall not be unreasonably denied. After consultation with the Franchising Authority, and subject to the Franchising Authority's final approval, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement for any monetary claims for damages arising hereunder. In the event any such proposed settlement includes the release of the City with respect to the specific monetary claim, and the City does not consent to the amount of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the City shall in no event exceed the amount of such settlement. The extent of the indemnification agreement will not be limited by the requirements for liability insurance in the Franchise.

**- City of Sanford, ME – Cable Television Franchise –  
Term: May 18, 2021 – May 17, 2031**

The provisions of this Section, including the Franchisee's procurement of insurance policies meeting the requirements of Section 10.1, shall not be interpreted or construed to effect any waiver, suspension, release, or alteration of or to any and all immunity or other immunities or damage limits as may be available to the Franchising Authority by law.

## ARTICLE 11

### ADMINISTRATION AND REGULATION

#### Section 11.1-REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the monitoring and oversight of the Cable Television System. The Franchising Authority shall enforce the Franchisee's compliance with the terms and conditions of this Franchise. The Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra.

#### Section 11.2-PERFORMANCE EVALUATION HEARINGS

(a) The Franchising Authority may hold a performance evaluation hearing during each year of this Franchise. The Franchisee shall be provided thirty (30) days' notice of any such hearing. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Franchisee's compliance with the terms and conditions of this Franchise, customer service and Complaint response, and PEG Access Channels, facilities and support; and (ii) hear comments, suggestions and/or Complaints from the public. The Franchising Authority shall provide the Franchisee with reasonable, advance notice regarding the hearing date and compliance matters.

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

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service. If inadequacies are found which result in a violation of any of the provisions of this Franchise, the Franchising Authority shall notify the Franchisee in writing of any instance of non-compliance pursuant to Section 12.1 infra. The Franchisee shall subsequently respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 12.1 infra.

#### Section 11.3-NONDISCRIMINATION

The Franchisee shall not discriminate against any Person in its solicitation, Service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Franchisee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Franchise.

#### Section 11.4-EMERGENCY REMOVAL OF PLANT

If, in case of fire or disaster in the City at any time, it shall become necessary in the reasonable judgment of the Franchising Authority or any designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System, the City shall have the right to do so at the sole cost and expense of the Franchisee.

#### Section 11.5-REMOVAL AND RELOCATION

The Franchising Authority shall have the authority at any time to order and require the Franchisee to remove or relocate any pole, wire, cable or other structure owned by the Franchisee that is dangerous to

life or property. In the event the Franchisee, after notice, fails or refuses to act within a reasonable time, the Franchising Authority shall have the authority to remove or relocate the same, which cost the Franchisee shall reimburse to the City.

**Section 11.6-JURISDICTION**

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Maine and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

**Section 11.7-Renewal**

(a) This Franchise may be renewed by the Franchising Authority and the Franchisee in accordance with state and federal law.

(b) At the time of renewal, the Franchising Authority may request, and the Franchisee shall make available, upon receiving reasonable notice from the Franchising Authority, maps diagrams, annual reports and Franchisee fee statements, as such information and reports relate to Franchisee's compliance with the terms and conditions of this Franchise. If any such information is proprietary, then the Franchising Authority and Franchisee shall comply with Section 14.1(b).

## ARTICLE 12

### DETERMINATION OF BREACH, LIQUIDATED DAMAGES-FRANCHISE REVOCATION

#### Section 12.1-DETERMINATION OF BREACH

(a) In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this 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 sixty (60) days from the receipt of such notice to:

(b) 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

(c) 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 thirty (30) 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 twenty-one (21) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure any such default and reporting the Franchisee's progress until any such default is cured.

(d) In the event that (i) the Franchisee fails to respond to such notice of default; (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period; and/or (iii) the Franchising Authority is not satisfied with the Franchisee's response(s) or the Franchisee's efforts to cure, the Franchising Authority 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 and be heard at such public hearing. Within thirty (30) days after said public hearing, the Franchising Authority shall determine whether or not the Franchisee is in default of any provision of this Franchise.

(e) In the event that the Franchising Authority, after such hearings, determines that the Franchisee is in default, the Franchising Authority may determine to pursue any of the following remedies, by written notice to the Franchisee:

- i. seek specific performance of any provision of the Franchise which reasonably lends itself to such remedy as an alternative to damages;
- ii. commence an action at law for monetary damages;
- iii. foreclose on all or any appropriate part of the security provided pursuant to Section 10.2 herein;
- iv. declare the Franchise to be revoked subject to Section 12.2 below and applicable law;
- v. invoke any other remedy available to the City.

#### Section 12.2-REVOCATION OF THE FRANCHISE

In the event the Franchisee fails to comply with any material provision of this Franchise, the Franchising Authority may revoke the Franchise granted herein, subject to the procedures of Section 12.1 above and applicable law.

#### Section 12.3-TERMINATION

Subject to applicable law, the termination of this Franchise and the Franchisee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Franchise by action of the Franchising

Authority, pursuant to Section 12.1 and 12.2 above; (ii) the abandonment of the Cable System, in whole or material part, by the Franchisee without the express, prior approval of the Franchising Authority; or (iii) the expiration of the term of this Franchise.

**Section 12.4-NON-EXCLUSIVITY OF REMEDY**

No decision by the Franchising Authority or the City to invoke any remedy under the Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

**Section 12.5-NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Franchising Authority to exercise, and no delay in exercising, any right in this Franchise shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Franchise.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Franchise shall impair any of the rights of the Franchising Authority under applicable law, subject in each case to the terms and conditions in this Franchise.

(c) A waiver of any right or remedy by the Franchising Authority at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Franchising Authority at any other time. In order for any waiver of the Franchising Authority to be effective, it shall be in writing. The failure of the Franchising Authority to take any action in the event of any breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Franchise at any other time in the event such breach has not been cured, or with respect to any other breach by the Franchisee.

(d) Acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either expressly or implied, by the Franchisee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions.



## ARTICLE 13

### SUBSCRIBER RIGHTS & CONSUMER PROTECTION

#### Section 13.1-TELEPHONE ACCESS

(a) The Franchisee shall comply with the FCC's Customer Service Obligations, at 47 C.F.R. 76.309(c)(1)(A)-(D).

(b) The Franchisee's business-customer service office shall have a publicly listed local or toll-free telephone number.

#### Section 13.2-CUSTOMER CALL CENTER

The Franchisee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call center. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

#### Section 13.3-FCC CUSTOMER SERVICE OBLIGATIONS

The Franchisee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309

#### Section 13.4-COMPLAINT RESOLUTION PROCEDURES

(a) Franchisee shall establish a procedure for resolving customer complaints in accordance with the provisions of 30-A M.R.S. § 3010.

(b) Upon reasonable notice, the Franchisee shall expeditiously investigate and resolve all Subscriber complaints regarding quality of service, equipment malfunctions, and similar complaints from Subscribers. If a Subscriber is aggrieved, then the Franchising Authority shall be responsible for receiving and acting upon any such Subscriber complaint in the following manner:

- (1) Upon written request of the Franchising Authority, or its designee, the Franchisee shall, within ten (10) business days after receiving such a request, send a written report to the Franchising Authority regarding the Subscriber Complaint at issue. Such report shall provide a full explanation of the investigation, the Franchisee's finding with respect to the complaint, and any corrective steps taken by the Franchisee.
- (2) 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 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 Company, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter in accordance with applicable laws.

(c) Complaints by any Person as to the operation of the Cable System may be filed in writing with the Franchising Authority, which shall within ten (10) days, forward copies of such complaints to the Franchisee. Franchisee will comply 30-A M.R.S.A. §3010.

#### Section 13.5-BILLING PRACTICES INFORMATION AND PROCEDURES

(a) 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.

**Section 13.6-DISCONNECTION AND TERMINATION OF CABLE SERVICES**

In no event shall the Franchisee disconnect a Subscriber's Cable Service for nonpayment unless (1) the Subscriber is delinquent, (2) the Franchisee has given said Subscriber written notice of such past due amount in a clear and conspicuous manner and (3) said Subscriber has been given a second notice of delinquency, which may be as part of a monthly bill. Disconnection and/or termination of Cable Services shall be subject to applicable federal and/or State law(s) and regulation(s).

**Section 13.7-EMPLOYEE AND AGENT IDENTIFICATION CARDS**

All of the Franchisee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and operation of the Cable System, including repair and sales personnel, shall be required to carry an employee identification card issued by the Franchisee.

**Section 13.8-PROTECTION OF SUBSCRIBER PRIVACY**

(a) The Franchisee shall comply with applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act and regulations adopted pursuant thereto.

## ARTICLE 14

### REPORTS, AUDITS AND PERFORMANCE TESTS

#### Section 14.1-GENERAL

(a) Upon the written request of the Franchising Authority, the Franchisee shall promptly submit to the City any information regarding the Franchisee, its business and operations, or any Affiliated Person, with respect to the Cable System, any Service, in such form and containing such detail as may be specified by the City pertaining to the subject matter of this Franchise which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to this Franchise.

(b) If the Franchisee reasonably believes that the documentation requested by the Franchising Authority involves proprietary or confidential information, then the Franchisee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Franchisee's claim of a proprietary or confidential interest. If the City Solicitor agrees that the material is of a proprietary or confidential nature, the information furnished shall not be a public record, but the Franchisee shall make it available, on its premises, to the Franchising Authority, at times convenient for both parties. The Franchisee may require the Franchising Authority and/or its representatives to execute a confidentiality agreement before making any such information available. In the event of a disagreement, the parties may submit the matter to the appropriate appellate entity.

(c) Upon written request beginning in year seven (7) of this Franchise Agreement, but not more than once per year thereafter, the Franchisee shall provide the Franchising Authority a summary of the Franchisee's activities in the City for the previous calendar year including a summary of:

1. Total number of cable subscribers;
2. Total miles of new cable plant installed;
3. Total number of repair service requests received;
4. Listing of all charges and fees for cable or cable-related services;
5. All area outages, including date and duration;
6. The total revenues upon which a franchise fee (if any) is paid (broken down by major category);
7. The total franchise fee for the year;
8. Equipment or equivalent funding provided to the PEG channels(s) (if any);
9. Other information Franchisee chooses to include.

Notwithstanding the requirements in this Article, the Franchising Authority agrees to treat any information or records received pursuant to a request under Article 14.1(c) as proprietary and confidential to the extent the Franchising Authority is permitted to do so under applicable law. The Franchising Authority may share such information and records with the City's employees, agents, representatives, or Cable Franchise Committee for the purposes of enforcing or renewing this Franchise Agreement. If a request is made by an individual or entity, who is not a City employee, agent, representative, or member of the Cable Franchise Committee, for information or records received pursuant to a request under Article 14.1(c), then the Franchising Authority shall timely notify Franchisee of such request and shall cooperate with Franchisee in protecting Franchisee's proprietary and confidential information to the extent permitted by applicable law.

#### Section 14.2-QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Franchising Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Franchising Authority shall cite specific

facts which casts such doubt(s), in a notice to the Franchisee. The Franchisee shall submit a written report to the Franchising Authority, within thirty (30) days of receipt of any such notice from the Franchising Authority, setting forth in detail its explanation of the problem(s).

**Section 14.3-DUAL FILINGS**

(a) Upon written request, and pursuant to Section 14.1(b), the Franchisee shall make available to the City, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Franchising Authority or the Franchisee requests from any State or federal agency or commission a waiver or advisory opinion pertaining to any material aspect of the Cable System operation hereunder, it shall immediately notify the other party in writing of said request, petition or waiver.

**Section 14.4-ADDITIONAL INFORMATION**

At any time during the term of this Franchise, upon the reasonable written request of the Franchising Authority, the Franchisee shall not unreasonably deny any requests for further information which may be reasonably required to establish the Franchisee's compliance with its obligations pursuant to the Franchise, subject to Section 14.1 supra.

**Section 14.5-INVESTIGATION**

The Franchisee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit, or inquiry conducted by a City governmental agency as such is related to Franchisee's compliance with the terms and conditions of this Franchise Agreement.

**ARTICLE 15**

**EMPLOYMENT**

**Section 15.1-EQUAL EMPLOYMENT OPPORTUNITY**

The Franchisee shall comply with all applicable State and federal laws regarding Equal Employment Opportunity.

**Section 15.2-NON-DISCRIMINATION**

The Franchisee shall adhere to all federal, State and local laws prohibiting discrimination in employment practices.

## ARTICLE 16

### MISCELLANEOUS PROVISIONS

#### **Section 16.1-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 orally but only by an instrument in writing executed by the parties.

#### **Section 16.2-CAPTIONS**

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

#### **Section 16.3-SEPARABILITY**

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

#### **Section 16.4-ACTS OR OMISSIONS OF AFFILIATES**

During the term of this Franchise, the Franchisee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly in the construction, upgrade, maintenance or operation of the Cable System for the provision of Service as if the acts or omissions of such Affiliates were the acts or omissions of the Franchisee.

#### **Section 16.5-FRANCHISE EXHIBITS**

The Exhibits to this Franchise, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Franchise.

#### **Section 16.6-WARRANTIES**

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

- (a) The Franchisee is duly organized, validly existing and in good standing under the laws of the State of Maine;
- (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 Effective Date of this Franchise, to enter into and legally bind the Franchisee to this Franchise and to take all actions necessary to perform all of its obligations pursuant to this Franchise; and
- (c) To the best of the Franchisee's knowledge, there is no action or proceedings pending or threatened against the Franchisee which would interfere with performance of this Franchise.

#### **Section 16.7-FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: 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 subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics;

pandemics; public health emergencies; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; hazardous safety conditions; and unavailability of essential equipment and/or materials beyond the control of the Franchisee, the Franchising Authority and/or the City.

#### **Section 16.8-APPLICABILITY OF FRANCHISE**

All of the provisions in this Franchise shall apply to, and are enforceable against, the City, the Franchisee, and their respective successors and assignees.

#### **Section 16.9-NOTICES**

(a) Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to:

- (i) City of Sanford  
Attn: City Manager  
919 Main Street  
Sanford, ME 04073

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

(b) Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) or via nationally recognized overnight courier service to:

- (i) Comcast Cable Communications, Inc.  
Attn: Government Affairs  
5 Omni Way  
Chelmsford, MA 01824

with copies to:

- (ii) Comcast Cable Communications, Inc.  
Attn: Vice President, Government Affairs  
676 Island Pond Road  
Manchester, NH 03109
- (iii) Comcast Cable Communications, Inc.  
Attn: Government Affairs  
1701 John F. Kennedy Blvd  
Philadelphia, PA 19103

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

(c) All required notices shall be in writing.

#### **Section 16.10-CITY'S RIGHT OF INTERVENTION**

The City hereby reserves to itself, and the Franchisee acknowledges the City's right as authorized by applicable law or regulation to intervene in any suit, action or proceeding involving this Franchise, or any provision in this Franchise.

**Section 16.11-NO RECOURSE AGAINST THE FRANCHISING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, in any court proceeding involving any claim against the Franchising Authority or other governmental entity or any official, member, employee, or agent of the Franchising Authority or such governmental entity, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, transfer, or amendment of this Franchise, any relief, to the extent such relief is required by any other provision of federal, State or local law, shall be limited to injunctive relief and declaratory relief.

**Section 16.12-TERM**

All obligations of the Franchisee and the Franchising Authority set forth in the Franchise shall commence upon the execution of this Franchise and shall continue for the term of the Franchise except as expressly provided for herein.

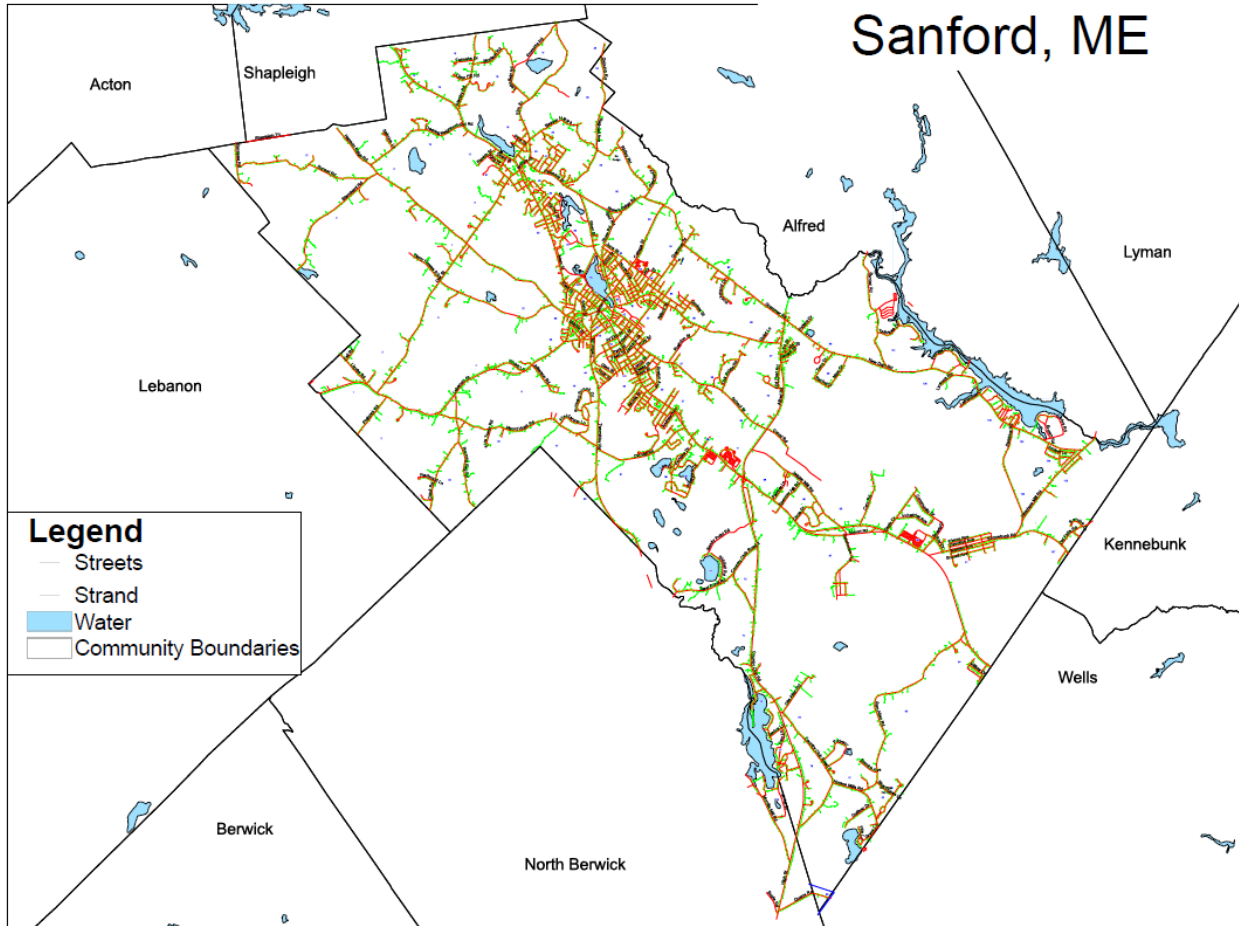
**Section 16.13-NO THIRD PARTY BENEFICIARIES**

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



## **EXHIBITS**

**EXHIBIT 1**  
**SERVICE AVAILABILITY**



**EXHIBIT 2**

**PROGRAMMING**

The Franchisee shall provide the following broad categories of Programming:

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

**EXHIBIT 3**

**FREE CONNECTIONS AND SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

The following schools and public buildings shall receive Drops and the monthly Basic Cable Service at no charge.

Sanford Fire Station	972 Main Street
Sanford Chamber of Commerce	917 Main Street
South Sanford Fire Station	1847 Main Street
Sanford Middle School	52 Spartan Drive
Public Works Department	156 School Street
Sanford City Hall	919 Main Street
Airport Administrative Building	9 Presidential Lane
Sanford Sewage District	281 River Street, Springvale, ME
Sanford Sewer District PCF	192 Gavel Road
Sanford Police Department	935 Main Street
Sanford Junior High School	708 Main Street
Springvale Fire Station	5 Oak Street, Springvale, ME
Sanford Water	243 River Street, Springvale, ME
Springvale Library	443 Main Street, Springvale, ME
Anderson Learning Center	21 Bradeen Street
Lafayette School	69 Brook St
Carl J. Lamb School	233 Shaw's Ridge Road
Goodall Public Library	952 Main Street
Margaret Chase Smith School	248 Twombly Road
Memorial Gym	678 Main Street

**SIGNATURE PAGE**

In Witness Whereof, the Franchise is hereby issued as of May 18, 2021 by the City Manager of the City of Sanford, Maine, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc.

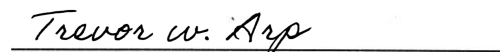
CITY OF SANFORD, ME

By:

  
\_\_\_\_\_  
Steven Buck, City Manager

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

By:

  
\_\_\_\_\_  
Trevor W. Arp, Senior Vice President  
Greater Boston Region