

Cable Franchise Agreements

For New Hampshire Municipalities

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Prepared By:

Southwest Region Planning Commission



INTRODUCTION

This “Model Cable Franchise Agreement” document is intended to serve as a resource for New Hampshire municipalities entering into or renewing Cable Franchise Agreements (CFAs) with cable television and internet service providers. It is designed to provide communities with an understanding of the common elements of a CFA and includes explanatory information on the meaning and purpose of these components.

The information below provides an overview of CFAs and instructions on how to navigate this document. Following this introductory section, is a model CFA template that can serve as a starting point for developing or updating a CFA.

WHAT IS A CABLE FRANCHISE AGREEMENT?




A CFA is a legal agreement between a cable company and a municipality that sets the terms and conditions of the provision of cable services, including service standards, public, educational and governmental programming requirement, customer service protocol, and system requirements. Any municipality that desires to have cable must have an up-to-date CFA. According to New Hampshire [RSA 53-C:2](#), a cable provider is not allowed to operate in a municipality without a CFA. For more information and frequently asked questions about CFAs click [here](#).

BACKGROUND


This “Model CFA” was created as part of the New Hampshire Broadband Mapping and Planning Program (NHBMPP), which is a statewide effort in cooperation with the University of New Hampshire, the nine Regional Planning Commissions, and other partners to better understand the need for and barriers to broadband access in the state of New Hampshire. For more information on the NHBMPP visit iwantbroadbandnh.com.

HOW TO NAVIGATE THIS DOCUMENT

- As you proceed through this Model CFA Template, you will find [external hyperlinks](#) (colored in [blue](#)). Clicking on [external hyperlinks](#) will direct you to websites that provide additional information.

- You will also find **internal hyperlinks** (colored in red). Clicking on **internal hyperlinks** will direct you to information located in a different place of the document.
- To bring yourself back to the previous place you were reading, press the **ALT key**  and the **LEFT ARROW KEY**  on your keyboard simultaneously.
- The **Table of Contents**, starting on the on the following page, is an example of an internal hyperlink. If you hover over the heading of one of the sections, a **hand symbol** will appear (*see symbol to the right*). 

If you left click on your mouse or keypad while hovering over the title it will bring you to the section for which you are looking.

- You will find **question marks**  as you move through the different sections of the Model CFA Template. When hovering over with your cursor or clicking upon these question marks, additional explanations of a particular title or term will appear in a comment box.

ADDITIONAL RESOURCES

The end of this document contains Appendices that provide more information on New Hampshire Revised Statute Annotations (RSAs) referring to CFAs as well as additional resources and information on CFAs. To be directed to this section of the document **[click here](#)**.

DISCLAIMER: This document is for advisory and informational purposes only. Use of this document does not relieve the municipality from seeking the advice of town/city counsel.

From this point forward, you will be viewing the content of the Model Cable Franchise Agreement Guidance Document.

**MODEL CABLE FRANCHISE AGREEMENT
FOR NEW HAMPSHIRE MUNICIPALITIES**

TEMPLATE

JANUARY 2013

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STATEMENT OF AGREEMENT

WHEREAS, (Cable Company), (hereinafter “Franchisee”), is the duly authorized holder of a Franchise to operate a cable television system in the Municipality of (Name of Municipality), New Hampshire (hereinafter the “Municipality”) pursuant to NH R.S.A. 53-C, as amended, said Franchise having commenced on (Date);

WHEREAS, there has been an opportunity for public comment on (Month), (Day), as required by Section 626(h) of the Cable Communications Policy Act of 1984;

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

WHEREAS, the Municipality’s Board of Selectmen, as the Franchising Authority, finds that Franchisee has complied with the terms of its previous Franchise; and

WHEREAS, insofar as the State of New Hampshire has delegated to the Municipality the authority to grant a Franchise for cable system operation within the municipality’s territorial boundaries, the Municipality hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable communications system within the Municipality of (Name of Municipality).

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

ARTICLE 1 - DEFINITIONS

SECTION 1.1 - DEFINITIONS

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

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

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

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

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

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

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

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

- (h) Drop – means the coaxial cable that connects a home or building to the Cable System.
- (i) Effective Date – means Month, Day, Year.
- (j) FCC – means the Federal Communications Commission or any successor governmental entity thereto.
- (k) Franchisee – means *(Name of Provider)*, or any successor or transferee in accordance with the terms and conditions in this Franchise Agreement and any of that entity’s contractors or subcontractors carrying out obligations of the Franchisee in the Municipality.
- (l) Franchise or Franchise Agreement – means the initial authorization or renewal thereof issued by a Franchising Authority which authorizes the construction and/or operation of a Cable System.
- (m) Franchise Fee – means the payments to be made by the Franchisee to the Franchising Authority, the Municipality of _____ and/or any other governmental subdivision, such as an Access Corporation, which shall have the meaning as set forth in Section 622(g) of the Cable Act, 47 U.S.C. §542.
- (n) Franchising Authority – means the Board of Selectmen of the Municipality of _____, New Hampshire, or the lawful designee thereof.
- (o) Gross Annual Revenues – means the revenue received by the Franchisee that is derived from the operation of the Cable System within the Municipality for the provision of Cable Services. Gross Annual Revenues shall include, without limitation, all Subscriber Cable Service monthly fees, installation and reconnection fees, monthly pay, pay-per-view and on demand services, Cable Service equipment rental, leases or sales, if any; all other Cable Service fees; downgrade, upgrade and any similar fees; and any fees paid for channels designated for commercial use; home shopping revenues and advertising revenues. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate’s use of the Cable System for the carriage of advertising. Gross Annual Revenues shall not include bad debt expense. Gross Annual Revenues shall not include any fee or tax on services furnished by Franchisee and paid to any governmental entity and collected by the Franchisee on behalf of such entity, nor shall Gross Annual Revenues include any fees on franchise fees.
- (p) Leased Channel or Leased Access – means a video channel designated for leased access services, which the Franchisee shall make available pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.
- (q) Outlet – means an interior or exterior receptacle that connects television sets to the Cable Television System.

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

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

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

(u) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Municipality of _____, which shall entitle the Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the service area for the purpose of public travel, or for compatible uses, and shall include other easements or rights-of-way.

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

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

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

(y) Title 47, Part 76 – Section of the U.S. Code pertaining to Multichannel Video and Cable Television Service.

(z) Municipality – means the Municipality of _____, New Hampshire.

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

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

ARTICLE 2 - GRANT OF FRANCHISE

SECTION 2.1 - GRANT OF FRANCHISE

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

(b) This Franchise is granted under and in compliance with and subject to the Cable Act and RSA 53-C of the Laws of New Hampshire, and in compliance with all rules and regulations of the FCC and other applicable rules and regulations in force and effect during the period for which this Franchise is granted. The Municipality specifically reserves all authority granted it under (i) RSA 231:160 et. seq. to manage, regulate and control the public right-of-way and (ii) RSA 33:3-g, provided that the exercise of such authority does not conflict with the rights granted herein or with the rights of the Franchisee under federal and state law.

(c) Subject to the terms and conditions herein, the Franchising Authority hereby grants to the Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System, which may include poles, wires, optical fibers, amplifiers and other property and equipment as are necessary in the Public Ways and other public places and property under the jurisdiction of the Municipality, including other property over which the Municipality has a sufficient compatible easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data or other signals in accordance with the laws of the United States of America and the State of New Hampshire.

SECTION 2.2 - TERM

The term of this non-exclusive Franchise shall be for a period of ___ years and shall commence on Month Day, Year, and shall terminate at midnight on Month Day, Year. The term of this Franchise is subject to all provisions of New Hampshire law and applicable federal law; as such laws may be from time to time amended.

SECTION 2.3 – RENEWAL OF FRANCHISE

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

SECTION 2.4 - NON-EXCLUSIVITY AND EQUAL PROTECTION PROVISION

(a) The Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional Franchises to other Cable Service providers within the Municipality for the right to use and occupy the Public Ways; provided, however, that in accordance with [RSA Chapter 53-C](#) and consistent with federal law, the Franchising Authority shall not grant any additional Franchises for Cable Service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing Franchise within the Municipality.

(b) In the event that the Franchisee believes that any additional Franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Franchise, the Franchisee may so notify the Franchising Authority in writing and may request that the Franchising Authority convene a hearing on such issue. Along with said written request, the Franchisee shall provide the Franchising Authority with written reasons for its belief. At said hearing, the Franchisee shall have an opportunity to demonstrate that any such additional Franchise is on terms more favorable or less burdensome than those contained in this Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested.

(c) Should the Franchisee demonstrate that any such additional Franchise has been granted on terms and conditions more favorable or less burdensome than those contained in this Franchise, the Franchising Authority shall consider and negotiate, in good faith, equitable amendments to this Franchise within reasonable time.

(d) The issuance of additional Franchise(s) shall be subject to all applicable federal and state laws, including [RSA 53-C:3-b](#) and applicable regulations promulgated thereunder.

(e) In the event that the Franchisee demonstrates that an existing or future Cable Service provider in the Municipality has been provided relief by the Franchising Authority from any obligation of its Franchise, then the Franchisee shall be awarded an equivalent amount of relief from obligations herein. Such relief shall be in writing and in the form of an amendment to this Franchise. The Franchising Authority shall convene a public hearing on the issue within sixty (60) days of Franchisee's notification to the Franchising Authority requiring such relief, unless otherwise mutually agreed to. Franchisee shall provide reasons for its belief in the notification. At the public hearing, the Franchising Authority shall afford the Franchisee an opportunity to demonstrate that any existing or future service providers in the Municipality have been provided relief by the Franchising Authority from any obligation of its cable

television Franchise. The Franchisee shall provide the Franchising Authority with such financial or other relevant information as is requested to justify its belief; provided, however, that the parties' counsels mutually and reasonably deem said information is non-proprietary.

SECTION 2.5 - POLE AND CONDUIT ATTACHMENT RIGHTS

(a) Franchisee must comply, if applicable, with all the requirements of [RSA 231:160 et seq.](#) for obtaining conduit or pole licenses for any conduits or poles that Franchisee wishes to install. Pursuant to [RSA 231:161](#), permission is hereby granted to the Franchisee to attach or otherwise affix, including, but not limited to cables, wire, or optical fibers comprising the Cable Television System, to the existing poles and conduits on and under public streets and ways, provided the Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on [Public Ways](#), subject to the lawful exercise of the authority of the Municipality to approve the location of all installations in the Public Ways, and subject to the Municipality's lawful use of the Public Ways.

SECTION 2.6 - POLICE AND REGULATORY POWERS

Franchisee's rights are subject to the powers of the Municipality to adopt and enforce general ordinances necessary for the safety and welfare of the public, provided that such ordinances are of general applicability and not specific to the Cable System, the Franchisee, or this Franchise, including ordinances and regulations pertaining to management, control and regulation of public rights-of-way but only to the extent authorized or allowed by state law and federal law, and to the extent such exercise does not conflict with the exercise by Franchisee of the rights granted hereunder. Any conflict between the terms of this Franchise and any present or future exercise of the Franchising Authority's police and regulatory powers shall be resolved by a court of appropriate jurisdiction.

ARTICLE 3 - SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

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

(b) New Construction/Development: In the case of new construction or property development where utilities are to be placed aurally or underground, or of the installation of conduit for the location of utilities, the utility, the developer or the property owner shall give Franchisee reasonable notice of not less than sixty (60) days prior to such construction or development, and, if applicable, of the particular date on which open trenching will be available for Franchisee's installation of conduit, pedestals and/or vaults, and materials to be provided at Franchisee's expense, or as otherwise agreed by the parties. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice to Franchisee of trenching and underground construction. Franchisee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner. Service shall be made available to newly constructed areas within five (5) months of completion, taking into account and subject to permitting requirements, weather, *force majeure*, performance of make ready, and the ability to obtain all necessary easements at no cost to the Franchisee.

(c) Density: The Franchisee shall make Cable Service available to every residential dwelling unit within the Municipality where the minimum density is at least twenty-five (25) dwelling units per aerial mile and forty (40) dwelling units per underground mile, provided, however, that such dwelling units are within one (1) mile of the existing Cable System and the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. Subject to the density requirement, Franchisee shall offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150 ft.) of the Cable System. For non-Standard Installations (greater than one hundred fifty feet (150 ft.)), the Franchisee shall offer said service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations.

(d) Extension Cost Contribution Formula. The Franchisee shall provide cable service to dwelling units not meeting the density requirement set forth in subsection (a) above, if the requesting customers contribute to the capital cost of construction for extending the line. The cost of the contribution by such customers shall be calculated by taking the capital cost of extending such service divided by the number of dwelling units in such area minus the costs of extending service to dwelling units in an area along

the Public Ways that meets the twenty-five (25) dwelling units per aerial mile, or forty (40) dwelling units per underground mile, or fractional proportion thereof as specified in subsection (a) above, i.e.,...

The resulting aid in construction cost shall equal the per dwelling unit contribution relating to line extension of cable service in that particular area of the Municipality, or:

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

- * C equals the cost of construction of new plant from existing Cable System from the end of the current serviceable line to the last pole necessary to serve the last participating dwelling unit. The costs do not include the installation charges;
- * 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 primary service area;
- * P equals franchise density of twenty (20) dwelling units per aerial of aerial plant or forty(40) dwelling units per underground mile; and
- * SC equals aid in construction per dwelling unit in the line extension area.

Each subscriber shall pay his/her proportionate share of the cost of the line extension representing the difference between the number of dwelling units requesting service in the extension area and the average cost of an aerial mile constructed to serve twenty-five (25) homes/linear strand mile Franchisee may require prepayment of the contribution in aid of construction and a written commitment for basic cable television service.

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

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

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

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

SECTION 3.2 - CABLE SYSTEM

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

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

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

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

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

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

SECTION 3.4 - EMERGENCY OVERRIDE

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

SECTION 3.5 – DELIVERY OF SIGNALS

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

SECTION 3.6 - LEASED ACCESS CHANNELS

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

SECTION 3.7 - GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM

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

ARTICLE 4 - TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, the Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority except as may be authorized by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires. Any such unauthorized damage shall be reported promptly to the Franchising Authority.

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

(c) Operating and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operations and maintenance personnel can be corrected before they become a hazard. The Franchisee shall install and maintain its equipment, cable, fixtures and wires in such a manner as shall not interfere with any installations of the Municipality or any public utility serving the Municipality.

(d) All structures and all equipment, cable and wires in the Public Ways and Private Roads and places of the Municipality, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

(e) The signal of any television station carried on the Cable Television System shall be carried without material degradation in quality at all Subscriber locations within the limits imposed by the technical specifications of the Cable System and as set forth by the FCC. The Cable System shall be operated and maintained so as to comply with the technical standards set forth in the FCC's rules and regulations as they apply to cable television systems. Upon written request by the Franchising Authority or its designee, Franchisee shall provide proof of compliance with FCC signal requirements.

(f) The Municipality reserves the right to reasonably inspect all construction and installation work for compliance with applicable laws, codes, ordinances and regulations and with provisions of the Franchise. The Franchising Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Franchisee in the Municipality's Public Rights of Way at reasonable times and under reasonable circumstances. The Franchisee shall fully cooperate in such inspections;

provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Franchisee. The Franchisee shall be entitled to have a representative present during such inspections. All inspections shall be at the expense of the Municipality.

(g) All lines, cables and distribution structures and equipment, including poles and towers, erected by Franchisee within the Municipality shall be located so as not to obstruct or interfere with the proper use of the Public Ways, as defined herein, and not to interfere with the existing public utility installation. Franchisee shall have no vested right in a location except as granted herein by the Franchise, and such construction shall be removed by Franchisee at its own cost and expense whenever the same restricts or obstructs or interferes with the operation or location of said Public Ways, provided, however, that this standard shall apply to all Persons or entities owning lines, cables, and distribution structures, and equipment located in the Public Ways, and provided further that the Franchisee shall not be required to remove any such construction solely to accommodate needs of competing Cable Systems.

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

SECTION 4.2 - REPAIRS AND RESTORATION

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

(b) Repairs to Public Property: Whenever the Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable, subject to all permitting and code specifications. Franchisee shall notify the Franchising Authority when such repairs are completed. If not so repaired or restored, the Franchising Authority shall notify the Franchisee in writing and such repair or restoration shall be made within thirty (30) days, unless delayed by weather or events beyond the reasonable control of Franchisee, after Franchisee's receipt of written notification from

the Franchising Authority, unless otherwise agreed by Franchisee and the Franchising Authority. Upon failure of the Franchisee to comply within the time specified (unless the Franchising Authority sets an extended time period for such restoration and repairs) or if such damage presents an emergency situation presenting a threat to public safety, the Franchising Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Franchisee upon demand by the Franchising Authority.

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

(d) Repairs to Private Property: The Franchisee shall be subject to all laws of general applicability regarding private property in the course of constructing, installing, operating and maintaining the Cable System in the Municipality. The Franchisee shall, at its sole cost and expense, promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Municipality where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Municipality where public utility lines are aurally placed, if subsequently during the term of the Franchise such public utility lines are required by local ordinance or State law to be relocated aurally or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs of relocating utility poles or trenching for the placement of underground conduits shall be proportionally shared or reimbursed, if applicable, by all affected companies, as provided by law.

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

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

SECTION 4.4 - TREE TRIMMING

The Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and Public Ways and places of the Municipality so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Franchisee, in accordance with applicable state law and any Municipality ordinances and regulations. Notwithstanding the foregoing, the authority granted herein to trim trees is subject to state law, including, but not limited to, state laws governing scenic roads, including but not limited to New Hampshire [RSA 231:157](#) and [158](#).

SECTION 4.5 - STRAND MAPS OR PLANT MAPS

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

Upon sixty (60) days' written request by the Franchising Authority, but not more than once annually, Franchisee shall make updated maps available for review by the Franchising Authority, at a mutually agreed upon location.

SECTION 4.6 - BUILDING MOVES

In accordance with applicable laws, the Franchisee shall, upon the written request of any Person holding a building moving permit issued by the Municipality, temporarily raise or lower its wires to permit the moving of the building(s). The Franchisee shall be given not less than thirty (30) days'

advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne exclusively by the Person(s) holding the building move permit.

SECTION 4.7 - EMERGENCY POWER

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

SECTION 4.8 - RESIDENTIAL EXTERIOR WIRING

Franchisee shall adhere to Subscribers' reasonable requests for location of cable entry and shall in other respects observe standard specifications for Drop connections into the residence. Each Drop shall be grounded at each Subscriber's residence at the time of initial installation of Cable Service or during the next scheduled in-house servicing that is performed.

SECTION 4.9 - DIG SAFE

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

SECTION 4.10 - DISCONNECTION AND RELOCATION

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

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

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

SECTION 4.11 – PROHIBITION AGAINST RESELLING OF SERVICE

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

ARTICLE 5 - PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

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

SECTION 5.2 - PROGRAMMING

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

(b) Franchisee shall comply with Section [47 U.S.C. §76.309\(c\)\(3\)\(i\)\(B\)](#) of the FCC Rules and Regulations regarding notice of programming changes.

ARTICLE 6 - PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - VIDEO ORIGINATION

(a) As of the Effective Date, the existing origination location for Access Programming is as follows: *(123 Main St, Cableville, NH)*

SECTION 6.2 - PEG ACCESS CHANNEL

(a) Franchisee shall provide ____ () Access Channels. ____ () Access Channel shall be available on the Effective Date.

(b) Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG access user – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of channel capacity, except Franchisee may refuse to transmit any public access program or portion of a public access program that contains obscenity, indecency, or nudity pursuant to [Section 611 of the Cable Act, 47 U.S.C. § 531\(e\)](#). The Franchising Authority shall be responsible for developing, implementing, interpreting, and enforcing rules for PEG Access Channel use which shall insure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

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

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

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

SECTION 6.3 – ACCESS CABLECASTING AND PICTURE QUALITY

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

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

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

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

SECTION 6.4 – INTERCONNECTION WITH COMPETING CABLE SYSTEMS

In the event a franchise is issued by the Franchising Authority for a competing franchise and such competing franchisee desires to cablecast the PEG access programming originating from the origination location listed in [Section 6.1\(a\)\(i\)](#), the parties agree that the competing franchisee shall maintain its own upstream video return link from the origination location. If PEG Access Programming is originating from Franchisee's hub rather than an origination location, Franchisee shall make the programming on the PEG Access Channel available to the holder of the additional franchise for cable casting over its Cable System

in the Municipality upon execution of an interconnection agreement between Franchisee and the holder of the additional franchise. If a competing provider provides PEG access in the Municipality, Franchising Authority will seek a similar and reciprocal requirement in the competitor's franchise agreement.

SECTION 6.5---PEG ACCESS PROGRAMMING

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

For additional information on equipment needed for PEG Access Programming see [Appendix B](#).

ARTICLE 7 - CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - INSTALLATION VISITS - SERVICE CALLS- RESPONSE TIME

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

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

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

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

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

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

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

SECTION 7.2 - CUSTOMER SERVICE

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

SECTION 7.3 - COMPLAINT RESOLUTION PROCEDURES

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

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

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

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

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

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

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

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

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

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

SECTION 7.4 - SERVICE INTERRUPTIONS

(a) Except where there exists an emergency situation necessitating a more expeditious procedure, the Franchisee may interrupt service for the purpose of repairing or testing the Cable System, only during the periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers.

(b) In the event that the Franchisee's service to any Subscriber is completely interrupted for twenty-four (24) or more consecutive hours, the Franchisee will grant such Subscriber a pro rata credit or rebate upon request, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due.

SECTION 7.5 - REMOTE CONTROL DEVICES

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

SECTION 7.6 - PROTECTION OF SUBSCRIBER PRIVACY

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

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

(c) The Franchisee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any

Subscriber by name, phone number, e-mail address or mailing address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Franchisee not to disclose to any third party data identifying the Subscriber by name, phone number, e-mail address or mailing address and the Franchisee shall abide by this request.

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

SECTION 7.7 – PROPRIETARY INFORMATION

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

SECTION 7.8 - EMPLOYEE IDENTIFICATION CARDS; VEHICLE PLACARDS

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

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

SECTION 7.9 - PRIVACY STANDARDS REVIEW

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

SECTION 7.10 - MONITORING

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

(b) The Franchisee shall not record or retain any information transmitted between a Subscriber or user and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Franchisee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

SECTION 7.11 – DESIGNATION OF FRANCHISING AUTHORITY ON BILLINGS

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

ARTICLE 8 - PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

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

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

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

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

ARTICLE 9 - REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

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

SECTION 9.2 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Franchise and any removal period with an insurance company authorized to conduct business in New Hampshire satisfactory to the Franchising Authority protecting, as required in this Franchise, the Franchisee and listing the Municipality as an additional named insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of insurance against liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000). The amount of insurance for excess liability shall be no less than Five Million Dollars (\$5,000,000) in umbrella form.

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

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

(d) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee.

(e) No later than sixty (60) days after the execution of this Franchise, Franchisee shall furnish to the Municipality certificates of insurance. Any certificates for new or replacement insurance coverage shall be provided to the Municipality within thirty (30) days of when they become effective.

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

SECTION 9.3 - PERFORMANCE BOND

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

(b) The Franchising Authority may draw upon this bond for the purpose of curing any deficiency or breach by Franchisee of the terms stated in this Section 9.3, subject to notice and opportunity to cure provisions contained in [Section 9.8](#). This right to draw upon this bond shall not in any way impede or impair the right of the Franchisee to appeal the basis for such action.

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

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

SECTION 9.4 – FRANCHISE FEES

(a) Franchisee shall pay to the Municipality a Franchise Fee equal to ()% of its Gross Annual Revenues. The Franchise Fee payment shall be made quarterly within sixty (60) days after the end of the Franchisee's fiscal quarters for the preceding quarter.

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

(c) Each payment shall be accompanied by the statement certifying the factual basis for payment, including a break-down by category of Franchisee's Gross Annual Revenues upon which such

payment is based. The Franchising Authority may designate in writing one or more particular accounts or funds, including any non-capital reserve fund duly established, to which the Franchisee shall direct Franchise Fees due hereunder.

(d) In accordance with Section 622(b) of the Cable Act ([47 U.S.C. § 542 \(b\)](#)), the Franchisee shall not be liable for a total financial commitment pursuant to this Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act ([47 U.S.C. § 542\(g\)\(i\)](#)), and any amounts described in Section 9.4(a), but shall not include the following: (i) any capital costs incurred by the Franchisee for construction of the origination location and return line for the Municipality House pursuant to [Section 6.1](#); (ii) any interest due herein to the Franchising Authority because of late payments; (iii) any requirements or charge incidental to the awarding or enforcing or renewal of the Franchise Agreement including payments for bonds and insurance; or (iv) any other exclusion to the term “franchise fee” pursuant to Section 622(g)(2) of the Cable Act, ([47 U.S.C. §542\(g\)\(2\)](#)).

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

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

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

SECTION 9.5 - REPORTS

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

SECTION 9.6 - EQUAL EMPLOYMENT OPPORTUNITY

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

SECTION 9.7 - REVOCATION OF FRANCHISE

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

- (a) For failure to file and maintain the performance bond as described in [Section 9.3](#) (Performance Bond) or to maintain insurance as described in [Section 9.2](#) (Insurance);
- (b) For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC;
- (c) For any transfer or assignment of the Franchise without prior notice to the Franchising Authority in violation of [Section 9.9](#) herein; and
- (d) For repeated failure to comply with the material terms and conditions of the Franchise.

SECTION 9.8 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that the Franchisee has defaulted in the performance of any or several provisions of this Franchise, except as excused by force majeure, and prior to instituting any action against the Franchisee under [Section 9.3](#) (Performance Bond) or [Section 9.7](#) (Revocation), the Franchising Authority shall notify the Franchisee in writing, by certified mail, of the provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. The Franchisee shall have sixty (60) days from the receipt of such notice to:

- (a) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support the Franchisee's position; or
- (b) Cure any such default (and provide written evidence of the same) or, in the event that by nature of the default such default cannot be cured within such sixty (60) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Franchisee shall report to the Franchising Authority, in writing, by certified mail, at thirty (30) day intervals as to the Franchisee's efforts, indicating the steps taken by the Franchisee to cure said default and reporting the Franchisee's progress until such default is cured.
- (c) In the event that: (i) the Franchisee fails to respond to such notice of default; and/or (ii) the Franchisee fails to cure the default or to take reasonable steps to cure the default within the required sixty (60) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than

fourteen (14) days after written notice, by certified mail, to the Franchisee. The Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that the Franchisee is in default, the Franchising Authority may determine to pursue any lawful remedy available to it, including revocation of the Franchise pursuant to [Section 9.7](#). In the event that the Franchising Authority does not issue a final report, said notice of default shall be deemed to have been waived by the Franchising Authority.

SECTION 9.9 - TRANSFER OR ASSIGNMENT

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

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

(c) As used in this Section 9.9, "Control" means the ability to direct the policies and management of the Franchisee. As used in this [Section 9.9](#), "Transfer" means the disposal by the Franchisee, directly or indirectly, by gift, assignment, sale, merger, consolidation or otherwise of the ownership or control of the Cable System or the Franchise granted herein to a Person.

SECTION 9.10 – EFFECT OF UNAUTHORIZED ACTION

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

SECTION 9.11 – NO WAIVER OF RIGHTS

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

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

SECTION 9.12 - REMOVAL OF SYSTEM

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

SECTION 9.13 - INCORPORATION BY REFERENCE

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

ARTICLE 10 - MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

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

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure the Franchisee is unable in whole or in part to carry out its obligations hereunder, the Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term “force majeure” as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New Hampshire or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, arrests; civil disturbances; explosions; partial or entire failure of utilities; environmental restrictions or any other cause or event not reasonably within the Franchisee’s control.

SECTION 10.3 - NOTICES

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

Attn: Board of Selectmen

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

with copies to:

and

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

SECTION 10.4 - AMENDMENT OR MODIFICATION

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

SECTION 10.5 - ANNUAL PERFORMANCE REVIEW

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

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

(c) The Franchising Authority shall have the right to question the Franchisee on any aspect of this Franchise including, but not limited to, the installation, operation and/or maintenance of the Cable System. During review and evaluation by the Franchising Authority, the Franchisee shall fully cooperate with the Franchising Authority and/or its designee, and produce such documents or other materials as are

reasonably requested from the Municipality. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing.

(d) Within thirty (30) days after the conclusion of such review hearing(s), the Franchising Authority shall issue a written report with respect to the Franchisee's compliance with this Franchise and send one (1) copy to the Franchisee and file one (1) copy with the Municipality Clerk's Office. If inadequacies are found which result in a violation of any of any of the material terms and conditions of this Franchise, the Franchisee shall have an opportunity to respond and propose a plan for implementing any changes or improvements necessary, in accordance with [Section 9.8](#).

SECTION 10.6 - DELEGATION

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

SECTION 10.7 - ENTIRE AGREEMENT

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

SECTION 10.8 - CAPTIONS

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

SECTION 10.9 - APPLICABILITY OF FRANCHISE

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

SECTION 10.10 – NON-EXCLUSIVITY OF REMEDY

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

(b) The failure of the Franchising Authority to take any action in the event of breach by the Franchisee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Franchising Authority to take any action permitted by this Franchise at any other time in the event that such a breach has not been cured, or with respect to any other breach by the Franchisee.

SECTION 10.11 – NO RECOURSE AGAINST THE FRANCHISING AUTHORITY

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

SECTION 10.12 – SYSTEM DESIGN

Within 30 days of the signing of this Franchise Agreement, Company shall provide Municipality with a description of the current system design and operational standards. Such description shall include at a minimum, Cable materials, (i.e. coaxial cable or fiber), the bandwidth capacity of the system in MHz, the channel capacity of the system, bi-directional capability, overall measured system reliability and performance in respect to FCC requirements and any other relevant standards that the Company may wish to describe. This requirement does not preclude the Company from providing this information to the Municipality in advance of the signing of this Franchise.

SECTION 10.13 – ANNUAL REPORT

Upon written request from Municipality, Company shall provide to Municipality a summary of the Company's activities in the Municipality for the previous calendar year including a summary of:

- Total number of cable subscribers;
- Total miles of new cable plant installed;
- Total number of service calls indicating number of dispatches and number repaired;
- Listing of all charges and fees for cable or cable-related services;
- All area outages, including date and duration;
- The total revenues upon which a franchise fee (if any) is paid (broken down by major category);
- The total franchise fee for the year;
- Equipment or equivalent funding provided to the PEG channels(s) (if any);
- Other information Company chooses to include.

EXHIBIT A - BUILDINGS ON THE CABLE SYSTEM

Municipal Buildings:

To be filled in at a later date

Schools and Libraries:

EXHIBIT B - PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

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

EXHIBIT C - REGULATIONS RE NOTIFICATIONS

Title 47 U.S. Code of Federal Regulations

47 U.S.C. §1602 - Customer Service--General Information.

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

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

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

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

47 U.S.C §76.1603 - Customer service--rate and service changes.

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

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

(c) In addition to the requirement of paragraph (b) of this section regarding advance notification to customers of any changes in rates, programming services or channel positions, cable systems shall give

30 days written notice to both subscribers and local franchising authorities before implementing any rate or service change. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs or the addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purposes of the carriage of digital broadcast signals, the operator need only identify for subscribers, the television signal added and not whether that signal may be multiplexed during certain dayparts.

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

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

(f) Notwithstanding any other provision of part 76 of this chapter, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

Note 1 to Sec. 76.1603: Section 624(h) of the Communications Act, 47 U.S.C. 544(h), contains additional notification requirements which a franchising authority may enforce.

Note 2 to Sec. 76.1603: Section 624(d)(3) of the Communications Act, 47 U.S.C. 544(d)(3), contains additional notification provisions pertaining to cable operators who offer a premium channel without charge to cable subscribers who do not subscribe to such premium channel.

Note 3 to Sec. 76.1603: Section 631 of the Communications Act, 47 U.S.C. 551, contains additional notification requirements pertaining to the protection of subscriber privacy.

47 U.S.C §76.1619 Information on subscriber bills.

(a) Effective July 1, 1993, bills must be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(b) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

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

EXHIBIT D - CUSTOMER SERVICE REGULATIONS

Title 47 U.S. Code of Federal Regulations

47 U.S.C §76.309 - Customer Service Obligations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) Definitions--

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

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

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

EXHIBIT E - SUBSCRIBER PRIVACY

Title 47 U.S. Code of Federal Regulations

Title 47 U.S.C §551 - Protection of subscriber privacy

(a) Notice to subscriber regarding personally identifiable information; definitions

(1) At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, a cable operator shall provide notice in the form of a separate, written statement to such subscriber which clearly and conspicuously informs the subscriber of—

(A) the nature of personally identifiable information collected or to be collected with respect to the subscriber and the nature of the use of such information;

(B) the nature, frequency, and purpose of any disclosure which may be made of such information, including an identification of the types of persons to whom the disclosure may be made;

(C) the period during which such information will be maintained by the cable operator;

(D) the times and place at which the subscriber may have access to such information in accordance with subsection (d) of this section; and

(E) the limitations provided by this section with respect to the collection and disclosure of information by a cable operator and the right of the subscriber under subsections (f) and (h) of this section to enforce such limitations.

In the case of subscribers who have entered into such an agreement before the effective date of this section, such notice shall be provided within 180 days of such date and at least once a year thereafter.

(2) For purposes of this section, other than subsection (h) of this section—

(A) the term “personally identifiable information” does not include any record of aggregate data which does not identify particular persons;

(B) the term “other service” includes any wire or radio communications service provided using any of the facilities of a cable operator that are used in the provision of cable service; and

(C) the term “cable operator” includes, in addition to persons within the definition of

cable operator in section 522 of this title, any person who

(i) is owned or controlled by, or under common ownership or control with, a cable operator, and

(ii) provides any wire or radio communications service.

(b) Collection of personally identifiable information using cable system

(1) Except as provided in paragraph (2), a cable operator shall not use the cable system to collect personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned.

(2) A cable operator may use the cable system to collect such information in order to—

(A) obtain information necessary to render a cable service or other service provided by the cable operator to the subscriber; or

(B) detect unauthorized reception of cable communications.

(c) Disclosure of personally identifiable information

(1) Except as provided in paragraph (2), a cable operator shall not disclose personally identifiable information concerning any subscriber without the prior written or electronic consent of the subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a person other than the subscriber or cable operator.

(2) A cable operator may disclose such information if the disclosure is—

(A) necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the cable operator to the subscriber;

(B) subject to subsection (h) of this section, made pursuant to a court order authorizing such disclosure, if the subscriber is notified of such order by the person to whom the order is directed;

(C) a disclosure of the names and addresses of subscribers to any cable service or other service, if—

(i) the cable operator has provided the subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the—

(I) extent of any viewing or other use by the subscriber of a cable service or other service provided by the cable operator, or

(II) the nature of any transaction made by the subscriber over the cable system of the cable operator; or

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

(d) Subscriber access to information

A cable subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by a cable operator. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by such cable operator. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.

(e) Destruction of information

A cable operator shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information under subsection (d) of this section or pursuant to a court order.

(f) Civil action in United States district court; damages; attorney's fees and costs; nonexclusive nature of remedy

(1) Any person aggrieved by any act of a cable operator in violation of this section may bring a civil action in a United States district court.

(2) The court may award—

(A) actual damages but not less than liquidated damages computed at the rate of \$100 a day for each day of violation or \$1,000, whichever is higher;

(B) punitive damages; and

(C) reasonable attorneys' fees and other litigation costs reasonably incurred.

(3) The remedy provided by this section shall be in addition to any other lawful remedy available to a cable subscriber.

(g) Regulation by States or franchising authorities

Nothing in this subchapter shall be construed to prohibit any State or any franchising authority from enacting or enforcing laws consistent with this section for the protection of subscriber privacy.

(h) Disclosure of information to governmental entity pursuant to court order

Except as provided in subsection (c)(2)(D) of this section, a governmental entity may obtain personally identifiable information concerning a cable subscriber pursuant to a court order only if, in the court proceeding relevant to such court order—

(1) such entity offers clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be

material evidence in the case; and

(2) the subject of the information is afforded the opportunity to appear and contest such entity's claim.

EXHIBIT F - PRICE SCHEDULE FOR SERVICE AND INSTALLATION
Provided for Informational Purposes Only

Schedule will be provided when Franchise Agreement is implemented

EXHIBIT G - FORM FOR ANNUAL REPORTS

Location and hours of closest payment center:

Telephone Hours:

Customer Service Telephone Number:

Local Emergency Contact for Franchising Authority use for technical matters:

Name:

Phone Number:

E-mail:

Address:

Cell Number:

Location of Headend (Reception Facility):

Miles of Cable Plant in (Municipality) :

Number of (Municipality) Subscribers:

Number of service calls indicating number of dispatches and number repaired:

Listing of all charges and fees for cable or cable-related services:

All area outages, including date and duration:

Total revenues upon which a franchise fee (if any) is paid (broken down by major category):

The total franchise fee for the year:

System Reliability Percentage:

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

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

APPENDIX A – NEW HAMPSHIRE REVISED STATUTES ANNOTATED (RSA)

Section 33:3-g

33:3-g Broadband Infrastructure Bonds. –

I. A municipality may issue bonds for the purpose of financing the development, construction, reconstruction, renovation, improvement, and acquisition of broadband infrastructure in areas not served by an existing broadband carrier or provider that would be provided at a fee to broadband carriers that provide broadband services. Without limiting the foregoing, broadband infrastructure may be the subject of public-private partnerships established in accordance with the provisions of RSA 33:3.

II. Bonds issued under this section shall be payable in annual payments so that the amount of annual payment of principal and interest in any year on account of any bond shall be not less than the amount of principal and interest payable in any subsequent year by more than 5 percent of the principal of the entire bond. The total amount of payments shall be sufficient to extinguish the entire bond at such bond's maturity. The first payment of principal on any bond shall be made no later than 5 years and the last payment not later than 30 years after the date issued. Each authorized issue of bonds shall be a separate and distinct loan.

III. A municipality shall not issue bonds for the purpose of financing the development, construction, reconstruction, renovation, improvement, and acquisition of broadband infrastructure in areas not served by an existing broadband carrier or provider unless a request for proposals has been issued and no broadband carrier or provider has responded positively within 2 months or deployed broadband service within 14 months of the issuance of the request for proposals.

Section 53-C:1

53-C:1 Definitions. – In this chapter:

I. "Cable television system" means facilities by which television signals are received at a central location and for consideration are transmitted to customers or subscribers by means of cables or wires.

II. "Company" means any person, partnership, association, or corporation, including a municipality, owning or operating a cable television system, except for any nonprofit system serving fewer than 100 subscribers.

III. "Franchise" means an initial or renewed authorization issued by a franchising authority to construct or operate a cable system.

IV. "Franchising authority" means any governmental entity empowered by federal, state, or local law to grant a franchise.

V. "Master antenna television system" means a cable television system which serves only the residents of one or more apartment dwellings under common ownership, control or management, and any commercial establishment located on the premises of such apartment house and which transmits only signals broadcast over the air by stations which may be viewed normally or heard locally without objectionable interference, and which does not provide any additional service over its facilities.

VI. "Municipality" means a city or town.

VII. "Privately owned utility pole" means a utility pole which is owned by a person or entity other than a public utility or municipal corporation providing electric or telecommunications services.

Source. 1974, 23:1. 1989, 338:1. 2007, 197:1, eff. July 1, 2007.

Section 53-C:2

53-C:2 Franchise Required. –

I. No company shall construct, commence construction, or operate a cable television system in any municipality without first obtaining a written franchise from the franchising authority of each municipality in which such system is installed or to be installed.

II. Nothing in this chapter shall prevent municipalities from cooperating to jointly exercise franchising authority in accordance with RSA 53-A.

Source. 1974, 23:1. 1989, 338:2. 1996, 72:1, eff. July 12, 1996.

Section 53-C:3

53-C:3 Authority to Grant Franchises. – Municipalities are hereby authorized to grant, renew, amend or rescind for cause franchises for the installation and operation of cable television systems in accordance with the provisions of this chapter within the geographical limits of its respective town or city.

Source. 1974, 23:1. 1996, 72:2, eff. July 12, 1996.

Section 53-C:3-a

53-C:3-a Franchise Applicant Considerations. – No municipality shall grant a franchise for cable service to a cable system within its jurisdiction without first, at a duly noticed public hearing, having considered:

I. The financial ability of the franchise applicant to perform.

II. The ability of the applicant to provide adequate and technically sound facilities, equipment and signal quality.

III. Adequate channel capacity and appropriate facilities for public, educational, or governmental use, taking into account available technology, subscriber interest, and cost.

IV. The prohibition of discrimination among customers of basic service.

V. Reasonable service quality in terms of available technology, subscriber interest, and cost.

VI. Construction and installation which conforms to all applicable state and federal laws and

regulations and the National Electric Safety Code.

VII. A competent staff able to provide prompt, adequate service and to respond comprehensively to customer complaints or problems.

VIII. Reasonable rules and policies for line extensions and disconnects, customer deposits, and billing practices.

Source. 1989, 338:3, eff. Aug. 1, 1989.

Section 53-C:3-b

53-C:3-b Franchises; Administration by Municipality. –

I. All franchises shall be nonexclusive. No municipality shall grant any additional franchises to cable service within its jurisdiction on terms or conditions more favorable or less burdensome than those in any existing franchise within such municipality.

II. Nothing in this section shall be construed to prevent any municipality considering the approval of an additional cable service franchise in all or any part of the area of such municipality from imposing additional terms and conditions upon the granting of such franchises as such municipality shall in its sole discretion deem necessary or appropriate.

III. All cable service franchises in existence as of May 1, 1989, shall remain in full force and effect according to their existing terms.

Source. 1989, 338:3, eff. Aug. 1, 1989.

Section 53-C:3-c

53-C:3-c Credits and Refunds for Interruption of Service. – Every franchisee shall agree to the following:

I. In the event its service to any subscriber is interrupted for 24 or more consecutive hours, it will, upon request, grant such subscriber a pro rata credit or rebate.

II. It will maintain an office which shall be open during usual business hours, have a listed toll-free telephone number, and be capable of receiving complaints, requests for adjustments, and service calls.

Source. 1989, 338:3, eff. Aug. 1, 1989.

Section 53-C:3-d

53-C:3-d Notice to Subscribers Regarding Quality of Service. –

I. Annually, every cable television system operator shall mail to each of its subscribers a notice which:

(a) Informs subscribers how to communicate their views to the cable company and to the office of the attorney general, consumer protection and antitrust bureau;

(b) States the responsibility of the office of the attorney general, consumer protection and antitrust bureau to receive and act on consumer complaints.

II. Such notice shall be in nontechnical language, understandable by the general public, and in a

convenient format. On or before January 30 of each year, the operator shall certify to the franchising authority and to the office of the attorney general, consumer protection and antitrust bureau that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

Source. 1989, 338:3, eff. Aug. 1, 1989.

Section 53-C:3-e

53-C:3-e Recording of Subscriber Complaints. –

I. Every cable television system operator shall keep a record or log of all written complaints received regarding quality of service, equipment malfunctions, billing procedure, employee relations with customers and similar matters. Such records shall be maintained for a period of 2 years.

II. Such record shall contain the following information for each complaint received:

- (a) Date, time, nature of complaint;
- (b) Name, address, telephone number of complainant;
- (c) Investigation of complaint;
- (d) Manner and time of resolution of complaint; and

(e) If the complaint regards equipment malfunction or the quality of reception, a report indicating corrective steps taken, with the nature of the problem stated. Every cable television system operator shall make the logs or records, or both, of such complaints available to any authorized agent of the franchising authority upon request during normal business hours for on-sight review.

Source. 1989, 338:3, eff. Aug. 1, 1989.

Section 53-C:3-f

53-C:3-f Franchise Document Clearing House. – Within 60 days of the granting of an initial franchise and any renewal of such franchise, the franchisee shall file a copy of the franchise and any Federal Communications Commission rulings or other rulings affecting such franchisee with the secretary of state. Within 60 days of June 2, 1989 cable system operators shall file a copy of their existing franchise with the secretary of state. The secretary of state shall maintain a file of all franchise documents so recorded and make copies available upon request for the cost of reproduction and mailing, plus a reasonable administrative fee. The filing fee for initial and renewal franchise documents shall be \$50 per franchise or renewal of such franchise. In years in which the filing of initial or renewal franchise documents is not required, the franchisee shall pay to the secretary of state a fee of \$50 for each locality served by the franchise.

Source. 1989, 338:3, eff. Aug. 1, 1989.

Section 53-C:3-g

53-C:3-g Rights of Individuals. – No cable television system operator shall deny service, deny access, or otherwise discriminate against subscribers, channel users, or any other citizens on the basis of age, race, religion, sex, physical disability, or country of natural origin.

Source. 1989, 338:3. 1990, 140:2, XI, eff. June 18, 1990.

Section 53-C:4

53-C:4 Authority to Establish Fees and Impose Conditions. – In conjunction with the rights granted in said franchises, any franchising authority may require reasonable fees payable to the municipality and may impose conditions not inconsistent with applicable Rules and Regulations of the Federal Communications Commission, as amended from time to time.

Source. 1974, 23:1, eff. April 2, 1974.

Section 53-C:5

53-C:5 Existing Operations. – Any existing contract, license, permit, resolution or other accepted authorization for a cable television system which is in operation as of April 2, 1974, or for a cable television system which has substantially completed the installation of equipment and facilities as of such date, shall be deemed to be a franchise under the provisions of this chapter until the earlier of the expiration of its stated term, if any, or the date of any renewal or amendment required under applicable Rules and Regulations of the Federal Communications Commission, as amended from time to time.

Source. 1974, 23:1, eff. April 2, 1974.

Section 53-C:6

53-C:6 Installation of Cable Television in Manufactured Housing Parks. –

I. A cable television operator who affixes or causes to be affixed cable television facilities to the dwelling of a tenant in a manufactured housing park shall:

(a) Do so at no cost to the landlord of such manufactured housing park.

(b) Indemnify the landlord for damages, if any, arising from the installation or the continued operation thereof or both.

(c) Not interfere with the safety, functioning, appearance, or use of the manufactured housing park, nor with the rules and regulations of the owner dealing with the day-to-day operations of the property, including the owner's reasonable access rules for soliciting business.

II. Nothing in this section shall prohibit a landlord from contracting with the cable television operator for work in addition to standard installation.

III. No cable television operator shall enter into any agreement with persons owning, leasing, controlling, or managing a manufactured housing park served by a cable television system or perform any act which would directly or indirectly diminish or interfere with the rights of any tenant to use a master or

individual antenna system.

IV. A cable television operator shall obtain the landlord's consent to affix cable television system facilities to a privately owned utility pole within the manufactured housing park by delivery to the owner, in person or by certified mail, return receipt requested, of a copy of this section and a signed statement that the cable television operator will be bound by the terms of this section to the owner or lawful agent of the property upon which the cable television system facilities are to be affixed.

V. The cable television operator shall present and review with the owner prior to any installation, plans and specifications for the installation, and shall abide by reasonable installation requests by the owner. The cable television operator shall inspect the premises with the owner after installation to insure conformance with the plans and specifications. The owner may waive in writing the prior presentation of the plans and specifications. The cable television operator shall be responsible for the maintenance of any equipment installed on the owner's premises and shall be entitled to reasonable access for maintenance. The cable television operator shall also, prior to any installation, provide, upon the request of the owner, a certificate of insurance covering all the employees or agents of the installer or cable television operator as well as all equipment of the operator.

VI. If the owner of any privately owned utility pole intends to require the payment of any sum in excess of a nominal amount, defined as the amount paid by the cable television operator to utility companies for installation of similar facilities on their poles, in exchange for permitting the installation of cable television system facilities to the privately owned utility pole, the owner shall notify the cable television operator by certified mail, return receipt requested, within 20 days of the date on which the owner is notified that the cable television operator intends to install cable television system facilities on the privately owned utility pole within the manufactured housing park. Absent such notice, it shall be conclusively presumed that the owner shall not require payment in excess of the nominal amount specified in this section for the connection.

VII. If the owner gives notice, the owner shall, within 30 days after giving notice, advise the cable television operator in writing of the amount the owner claims as compensation for affixing cable television system facilities to his or her privately owned utility pole. If within 30 days after receipt of the owner's claim for compensation, the cable television operator has not agreed to accept the owner's demand, the owner may bring an action in the superior court for the county in which the real estate is located to enforce the owner's claim for compensation. The action shall be brought within 6 months of the date on which the owner first made a demand upon the cable television operator for compensation.

VIII. It shall be presumed that reasonable compensation shall be the nominal amount, but the presumption may be rebutted and overcome by evidence that the owner has a specific alternative use for the space occupied by cable television system facilities or equipment, the loss of which shall result in a

monetary loss to the owner, or that installation of cable television system facilities or equipment upon the privately owned utility pole will otherwise substantially interfere with the use and occupancy of the pole to an extent which causes a decrease in the resale or rental value of the real estate. In determining the damages to any real estate injured when no part of it is being taken, consideration is to be given only to such injury as is special and peculiar to the real estate, and there shall be deducted therefrom the amount of any benefit to the real estate by reason of the installation of cable television system facilities.

IX. The foregoing steps to claim or enforce a demand for compensation in excess of the nominal amount shall not impair or delay the right of the cable television operator to install, maintain, or remove cable television system facilities to a tenant's dwelling on the real estate. The superior court shall have original jurisdiction to enforce the provisions of this section.

X. In addition to other remedies allowed by law, a manufactured housing park owner may be assessed by a district court a civil penalty of \$500 and other reasonable damages for discriminating in rental charges or other charges to tenants based on the tenants' subscription to a cable television service or for demanding or accepting payment, except as provided in this section, for the affixing of cable television facilities to a privately owned utility pole within the manufactured housing park.

Section 231:157

231:157 Scenic Roads; Designation. – Any road in a town, other than a class I or class II highway, may be designated as a scenic road in the following manner. Upon petition of 10 persons who are either voters of the town or who own land which abuts a road mentioned in the petition (even though not voters of the municipality), the voters of such municipality at any annual or special meeting may designate such road as a scenic road. Such petitioners shall be responsible for providing the city/town clerk with a list of known property owners whose land abuts any of the roads mentioned in the petition. The city/town clerk shall notify by regular mail within 10 days of the filing all abutters along the road that lies within the municipality that a scenic road petition has been filed for and that an article to designate such road as a scenic road will appear in the warrant at the next town meeting. The voters at a regular town meeting may rescind in like manner their designation of a scenic road upon petition as provided above. Notice to the abutting landowners shall also be given as provided above. Each municipality shall maintain and make available to the public a list of all roads or highways or portions thereof within the municipality which have been designated as scenic roads. Such list shall be kept current by updating not less than annually and shall contain sufficient information to permit ready identification of the location and extent of each scenic road or portion thereof, by reference to a municipal map or otherwise.

Section 231:158

231:158 Effect of Designation as Scenic Roads. –

I. As used in this subdivision, "tree" means any woody plant which has a circumference of 15 inches or more at a point 4 feet from the ground.

II. Upon a road being designated as a scenic road as provided in RSA 231:157, any repair, maintenance, reconstruction, or paving work done with respect thereto by the state or municipality, or any action taken by any utility or other person acting to erect, install or maintain poles, conduits, cables, wires, pipes or other structures pursuant to RSA 231:159-189 shall not involve the cutting, damage or removal of trees, or the tearing down or destruction of stone walls, or portions thereof, except with the prior written consent of the planning board, or any other official municipal body designated by the meeting to implement the provisions of this subdivision, after a public hearing duly advertised as to time, date, place and purpose, 2 times in a newspaper of general circulation in the area, the last publication to occur at least 7 days prior to such hearing, provided, however, that a road agent or his designee may, without such hearing, but only with the written permission of the selectmen, remove trees or portions of trees which have been declared a public nuisance pursuant to RSA 231:145 and 231:146, when such trees or portions of such trees pose an imminent threat to safety or property, and provided, further, that a public utility when involved in the emergency restoration of service, may without such hearing or permission of the selectmen, perform such work as is necessary for the prompt restoration of utility service which has been interrupted by facility damage and when requested, shall thereafter inform the selectmen of the nature of the emergency and the work performed, in such manner as the selectmen may require.

III. Designation of a road as scenic shall not affect the eligibility of the municipality to receive construction, maintenance or reconstruction aid pursuant to the provisions of RSA 235 for such road.

IV. Designation of a road as a scenic road shall not affect the rights of any landowner with respect to work on his own property, except to the extent that trees have been acquired by the municipality as shade or ornamental trees pursuant to RSA 231:139-156, and except that RSA 472:6 limits the removal or alteration of boundary markers including stone walls.

V. A municipality may, as part of a scenic road designation under RSA 231:157 or as an amendment to such designation adopted in the same manner, impose provisions with respect to such road which are different from or in addition to those set forth in this section. Such provisions may include, but are not limited to, decisional criteria for the granting of consent by the planning board or other designated municipal body under paragraph II, or protections for trees smaller than those described in paragraph I, designated for the purpose of establishing regenerative growth along the scenic road.

VI. Any person who violates this section or any local provision adopted under this section shall be guilty of a violation and shall be liable for all damages resulting therefrom.

Section 231:160-a

231:160-a Exception for Existing Locations. – Any poles, structures, conduits, cables or wires, the location of which have already been approved by the local land use board as part of a subdivision, site plan, or other development approval, shall, if such location becomes a public highway, be deemed legally permitted or licensed without further proceedings under this subdivision; provided, that copies of the appropriate utilities' easements, work plans, or other data showing locations of such structures, are submitted to the municipality for recording purposes.

Section 231:161

231:161 Procedure. – Any such person, copartnership or corporation desiring to erect or install any such poles, structures, conduits, cables or wires in, under or across any such highway, shall secure a permit or license therefor in accordance with the following procedure:

I. Jurisdiction.

(a) Municipality Maintained Highways. Petitions for such permits or licenses concerning municipality maintained highways shall be addressed to the selectmen of the municipality in which such highway is located; and they are hereby authorized to delegate all or any part of the powers conferred upon them by the provisions of this section to such agents as they may duly appoint.

(b) City Maintained Highways. Petitions for such permits or licenses concerning city maintained highways shall be addressed to the board of mayor and aldermen or board of mayor and council of the city in which such highway is located and they shall exercise the powers and duties prescribed in this subdivision for selectmen; and they are hereby authorized to delegate all or any part of the powers conferred upon them by the provisions of this section to such agents as they may duly appoint.

(c) State Maintained Highways. Petitions for such permits or licenses concerning all class I and class III highways and state maintained portions of class II highways shall be addressed to the commissioner of transportation who shall have exclusive jurisdiction of the disposition of such petitions to the same effect as is provided for selectmen in other cases, and also shall have like jurisdiction for changing the terms of any such license or for assessing damages as provided herein. The commissioner shall also have the same authority as conferred upon the selectmen by RSA 231:163 to revoke or change the terms and conditions of any such license. The commissioner is hereby authorized to delegate all or any part of the powers conferred upon him by the provisions of this section to such agent or agents as he may duly appoint in writing; he shall cause such appointments to be recorded in the office of the secretary of state, who shall keep a record thereof.

(d) The word "selectmen" as used in the following paragraphs of this section shall be construed to include all those having jurisdiction over the issuance of permits or licenses under paragraph I hereof.

II. Permits. The petitioner may petition such selectmen to grant a permit for such poles, structures,

conduits, cables or wires. If the public good requires, the selectmen shall grant a permit for erecting or installing and maintaining such poles, structures, conduits, cables or wires. Such permit shall designate and define in a general way the location of the poles, structures, conduits, cables or wires described in the petition therefor. Such permit shall be effective for such term as they may determine, but not exceeding one year from the date thereof, and may, upon petition, be extended for a further term not exceeding one year. A permit shall not be granted to replace an existing utility pole on any public highway unless such replacement pole is erected at least 20 feet from the surfaced edge or the edge of public easement therein, provided, however, that for good cause shown the selectmen may waive the 20-foot requirement.

III. Effect of Permit. Except as otherwise provided herein, the holder of such permit shall during the term thereof be entitled to have and exercise all the rights, privileges and immunities and shall be subject to all the duties and liabilities granted or imposed hereby upon the holder of a license hereunder.

IV. Licenses. The petitioner may petition such selectmen to grant a license for such poles, structures, conduits, cables or wires. If the public good requires, the selectmen shall grant a license for erecting and installing or maintaining the poles, structures, conduits, cables or wires described in the petition.

V. Provision of Licenses. The selectmen in such license shall designate and define the maximum and minimum length of poles, the maximum and minimum height of structures, the approximate location of such poles and structures and the minimum distance of wires above and of conduits and cables below the surface of the highway, and in their discretion the approximate distance of such poles from the edge of the traveled roadway or of the sidewalk, and may include reasonable requirements concerning the placement of reflectors thereon. Such designation and definition of location may be by reference to a map or plan filed with or attached to the petition or license.

VI. Effect of License. All licenses granted under the provisions hereof shall be retroactive to the date the petition therefor is filed. The word "license" as hereinafter used herein, except in RSA 231:164 shall be construed to include the word "permit". The holder of such a license, hereinafter referred to as licensee, shall thereupon and thereafter be entitled to exercise the same and to erect or install and maintain any such poles, structures, conduits, cables, and wires in approximately the location designated by such license and to place upon such poles and structures the necessary and proper guys, cross-arms, fixtures, transformers and other attachments and appurtenances which are required in the reasonable and proper operation of the business carried on by such licensee, together with as many wires and cables of proper size and description as such poles and structures are reasonably capable of supporting during their continuance in service; and to place in such underground conduits such number of ducts, wires and cables as they are designed to accommodate, and to supply and install in connection with such underground conduits and cables the necessary and proper manholes, drains, transformers and other accessories which may reasonably be required.

Section 374:51

374:51 Notification by Excavator. –

I. No person shall perform an excavation within 100 feet of an underground facility, except in an emergency, without first giving notification as required by this section. In an emergency, notification shall be given at the earliest practicable moment.

II. At least 72 hours before a proposed excavation, but not including Saturdays, Sundays and legal holidays, each person required to give notice of an excavation shall notify the damage prevention system referred to in RSA 374:49. Such notice shall occur no more than 30 days before the proposed excavation is to be made.

III. Notice may be in writing, by telephone or by any other reasonable means.

IV. Prior to complying with the notification requirements of paragraph II, an excavator must premark the area as provided in this paragraph, which means identifying the perimeter of the proposed site of the excavation by marking the perimeter in an appropriate manner in the color white paint, stakes, or other suitable white markings on non-paved surfaces. No such premarking shall be acceptable if the marks interfere with traffic or pedestrian control, or are misleading to the general public. Premarking shall not be required on any continuous excavation that is over 100 feet in length, or any pole replacement that is within 5 feet of an existing location. If an excavation is over 100 feet in length or a pole replacement is within 5 feet of an existing location, the excavator shall communicate the perimeter of the excavation by means of a description of the area or construction plans, or have an on-site meeting with affected operators or other suitable means acceptable to the parties.

V. When making the notification required by this section, the excavator shall identify which of the methods described in paragraph IV will be used to identify the proposed excavation.

VI. The excavator's notification shall be valid for 30 calendar days from the date and time of confirmation of notification by the underground facility damage prevention system.

VII. If an excavator is aware that blasting will be required during an excavation, the excavator shall inform the damage prevention system when providing notice of the excavation. If an excavator determines during the effective term of the excavator's notification that blasting is required within the area premarked in accordance with paragraph IV, the excavator shall notify the damage prevention system of the need to blast. Notification shall be made at least 24 hours prior to any blasting, not including Saturdays, Sundays, and legal holidays. In the case of unanticipated obstructions that prevent further excavation without blasting, the excavator shall provide separate notice of such blasting not less than 4 contiguous hours in advance of such blasting, not including the hours of 4:00 p.m. to 6:00 a.m. weekdays, or all of Saturdays, Sundays, and legal holidays.

Section 43:1

43:1 Hearings by Selectmen. – On petition to the selectmen for the laying out or altering of highways, or for laying out lands for any public use, and generally for the purpose of deciding any question affecting the conflicting rights or claims of different persons, their proceedings shall be governed by the following rules.

Section 43:2

43:2 Notice of Hearing. – They shall appoint a time and place of hearing, and order notice thereof to be given to all persons whose property or rights may be directly affected by the proceeding, by giving to them or leaving at their abode an attested copy of the petition and order 14 days at least before such hearing, or, if such persons are nonresidents, by publication. If the owner is under guardianship such notice shall be given to his guardian. If the owner is a minor, or under any legal disability, the judge of probate may appoint a guardian for such person, to whom notice shall be given.

Section 43:3

43:3 Posting of Notice. – Notice shall be given to all other persons interested by posting a like copy in one of the most public places in the municipality or district affected by the petition, and by leaving a like copy at the abode of the clerk of such city/town or district a like time before the hearing.

Section 43:4

43:4 Hearing; Record. – They shall hear all parties who desire to be heard, and examine them and their witnesses under oath, which either of the selectmen may administer; they may adjourn when they deem it necessary; and they shall make their decision in writing, and cause the petition, order of notice, evidence of service and their decision to be filed in the town/city clerk's office and recorded at length upon the municipal records; and their decision shall be of no force or effect until the same is done.

Section 43:5

43:5 Hearings by Other Officers. – The same rules shall apply to and govern the proceedings of fence-viewers, school boards, village commissioners, committees appointed by the selectmen and all municipal officers when they are applied to or appointed to decide any question affecting the rights or claims of individuals, saving that other or shorter notice, when required or allowed by statute, shall be sufficient.

Section 43:6

43:6 Disqualification. – No selectman or other officer shall act, in the decision of any such case, who would be disqualified to sit as a juror for any cause, except exemption from service, in the trial of a civil action in which any of the parties interested in such case was a party.

Section 43:7

43:7 Appointment by Board to Fill Place of Disqualified Officer. – The place of a selectman or other officer so disqualified shall be supplied by appointment, by the other members of the board, of a qualified person who has theretofore holden the same office in the municipality, or, in the case of committees, by a new appointment.

Section 43:8

43:8 Appointment by Court Where Whole Board is Disqualified. – If in any case the whole board is disqualified the selectmen shall, in writing, so inform some justice of the superior court, who shall thereupon, with or without notice, appoint a new board for that case from qualified persons who have before holden the same office in the municipality, if such there be, otherwise from qualified persons, residents of another municipality, who have holden the same office.

APPENDIX B – PEG ACCESS PROGRAMMING EQUIPMENT

This list generalizes the equipment and conditions for most PEG access facilities as of August 2009. Changes in technology will mandate changes to this list over time. In addition, each municipality will have different needs and some elements on this list will not be necessary. Facility staffing, while not listed below, is an important component for a successful operation.

Studio/Control Room:

- Cameras with tripods;
- Video tape / DVD recorder;
- Audio mixing board – headphones;
- Intercom for communications with camera people/floor director;
- Studio control room switcher;
- Character generator;
- Studio lights, a Light Grid, with suitable power supply;
- Appropriate support equipment and accessories including but not necessarily limited to cables, cords, microphone stands and booms, studio furnishings;
- Studio color monitor and audio speaker;
- Preview and program color monitor;
- DVD player, CD player;
- (Shared with portable) hand and Lavalier microphones and audio cables;
- Test/signal equipment including distribution amps, audio amplifiers, and waveform monitor/vector scope/processing gear for cablecasting;
- Camera monitors, and monitors for record deck and character generator;
- Environmental controls – air conditioning to keep facility and equipment cool;
- All equipment loaded to a single phase in the building power distribution to prevent ground loops;
- UPS for maintaining power to the equipment during momentary power outages;
- Direct Telephone access;
- Security

Editing:

- Non-linear edit suite, including one deck, monitors, amplified speakers, removable data storage
- Internet connection for software updates and for getting other web content

Playback:

- Automated controller or digital encoder and server or other devices for recording, archiving and replaying programs;
- Bulletin Board device for dissemination of announcements;
- Playback devices in suitable formats - DVD Players;
- Color monitor with audio and Tuner;
- Laser transmitter or modulator for connection to the cable plant;
- Time base corrector if analog (VHS) video tape machines will be used;
- Audio Level Master to regulate audio levels on the channel (ALM-771 by FM Systems);
- UPS to carry over for short time power outages;
- Cable connection to monitor channel;
- Telephone at the control point for troubleshooting purposes;

Portable Production Equipment Capability

- Camcorders – appropriate format and fluid head tripods;
- Batteries and battery charger;
- Audio monitoring – Headphones for each camcorder;
- Cases for cameras and accessories;
- Lighting kits;
- Wireless microphone system, including at handheld microphones/Lavalier microphones;
- Appropriate accessories, including but not limited to, cords, cables, microphone desk stands, audio and video cables/connectors , cases, and equipment cart

<http://www.fcc.gov/guides/public-educational-and-governmental-access-channels-peg-channels>

APPENDIX C – ADDITIONAL LINKS

U.S.C : Title 47 – Telecommunications

Online link from the U.S. Government Printing Office (GPO) outlining the United States Code that deals with Telecommunications.

http://www.ecfr.gov/cgi-bin/text-idx?SID=42095584131d671a48ace8337318f472&tpl=/ecfrbrowse/Title47/47tab_02.tpl

The Buske Group

A communications consulting company from Sacramento, CA that provides online information regarding the CFA renewal process as well as other advice.

<http://www.buskegroup.com>