

AGREEMENT BETWEEN THE TOWN OF RAYMOND, NH AND COMCAST

WHEREAS, this Agreement is between Comcast Cable of Maine/New Hampshire, Inc. (hereafter “Franchisee”) and the Board of Selectmen of the Town of Raymond (“hereafter the Town”), regarding the existing courtesy services, as more fully delineated below; and

WHEREAS, on August 2, 2019, the Federal Communications Commission issued a Third Report and Order on “Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1994, as Amended by the Cable Television Consumer Protection and Competition Act of 1992,” (the “FCC Third 621 Order”), regarding computation of franchise fees in light of courtesy cable television services provided to some municipalities, including the Town; and

WHEREAS, representatives from Comcast and the Town have been negotiating in good faith regarding the existing courtesy services as described in the Cable Television Renewal Franchise dated February 28th, 2014 (the “2014 Renewal Franchise”); and

WHEREAS, this Agreement shall be effective on date to be determined

NOW THEREFORE, the Town and Comcast mutually agree to resolve said courtesy services issues as follows:

(a) Comcast shall continue to provide a single cable television Drop, Outlet and monthly Basic Service, as such terms are defined in the 2014 Renewal Franchise, to the Town to each public building listed in Exhibit A attached hereto, provided such locations are within two hundred and fifty feet (250’) of the Franchisee’s Trunk and Distribution System, as that term is defined in the 2014 Renewal Franchise, and absent any other unusual installation conditions and/or installation requirements.

(b) To the extent so provided by applicable law, the value of such cable service constitutes a franchise fee assessed by the Town and shall be either (a) added to the current franchise fees paid to the Town, up to a total of 5% of Gross Annual Revenues, or (b) invoiced to the Town for payment, with the fair market value of the services being disclosed to the Town in advance.

(c) Comcast will charge the fair market value for each such account, which fair market value shall match the then current rate card for the level of service provided. The Town shall notify Comcast whether it wants the amount due each month for such Basic cable service to be invoiced for payment. The Town may upgrade the level of cable service received at the current rate card prices for the higher level of

service. The Town may elect in writing not to receive the service in which case it will not be invoiced, and no adjustment will be made to the franchise fee.

(d) In the event that the FCC Third 621 Order is reversed on appeal on the issue of complimentary services as in-kind contributions in a cable franchise and such order on appeal has become final, then, upon 90 days' written notice from the FCC, Comcast agrees to discontinue the charge for basic cable service for the Town locations listed in Exhibit A and provide such service on a complimentary basis.

This Agreement is hereby agreed to by the Board of Selectmen, of the Town of Raymond and Comcast of Maine/New Hampshire, Inc.

Comcast of Maine/New Hampshire, Inc.

_____ Date: _____

BY: _____

TITLE: _____

Town of Raymond

_____ Date: _____

By: Chairman,
Board of Selectmen, Duly Authorized