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JUSTIN L. PASAY
ERICA A. MAHER
BRENDAN A. O'DONNELL
ELAINA L. HOEPPNER
WILLIAM K. WARREN

PLEASE REPLY TO THE EXETER OFFICE.

October 16, 2020

RETIRED

MICHAEL J. DONAHUE
CHARLES F. TUCKER
ROBERT D. CIANDELLA
NICHOLAS R. AESCHLIMAN

Via first class mail and email to: mtully@northhampton-nh.gov

Michael Tully, Interim Town Administrator

Town of North Hampton
233 Atlantic Avenue
North Hampton, New Hampshire 03862

RE: Comcast

Dear Mr. Tully:

I am writing to you pursuant to Attorney Katherine B. Miller's instructions regarding the above referenced matter. Accordingly, enclosed for your files please find the following fully executed documents:

1. Agreement between the Town of North Hampton, NH and Comcast of Maine/New Hampshire, Inc. (re: formerly free cable tv services); and
2. First Amendment to November 12, 2013 Renewal Cable Television Franchise Agreement between the Town of North Hampton, New Hampshire, and Comcast of Maine/New Hampshire, Inc.

Please note the e-signatures will serve as original signatures and these documents are currently in full force and effect. If you have any questions, please do not hesitate to contact Attorney Miller or myself.

Very truly yours,
DONAHUE, TUCKER & CIANDELLA, PLLC

Catherine M. Senter
Paralegal

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Enc. (2)

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DONAHUE, TUCKER & CIANDELLA, PLLC
16 Acadia Lane, P.O. Box 630, Exeter, NH 03833
111 Maplewood Avenue, Suite D, Portsmouth, NH 03801
Towle House, Unit 2, 164 NH Route 25, Meredith, NH 03253
83 Clinton Street, Concord, NH 03301

**AGREEMENT BETWEEN
THE TOWN OF NORTH HAMPTON, NH
AND COMCAST OF MAINE/ NEW HAMPSHIRE, INC.**

WHEREAS, this Agreement is between Comcast Cable of Maine/New Hampshire, Inc. (hereafter “Franchisee” or “Comcast”) and the Select Board of the Town of North Hampton (“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 Renewal Cable Television Franchise dated November 12th, 2013 (the “2013 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 2013 Renewal Franchise, to the Town to each public building listed in Exhibit A attached hereto, provided such locations are within two hundred and twenty-five feet (225’) of the Franchisee’s Cable System, as that term is defined in the 2013 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 (i) added to the current franchise fees paid to the Town, up to a total of 5% of Gross Annual Revenues, or (ii) 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, 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 Select Board, of the Town of North Hampton and Comcast of Maine/New Hampshire, Inc.

Comcast of Maine/New Hampshire, Inc.

By:

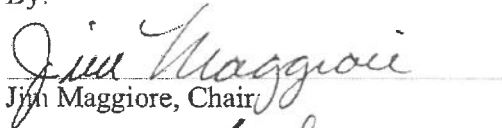


Date: 09.30.2020

Timothy Kelly, Vice President
Governmental and Regulatory Affairs

Town of North Hampton Select Board

By:



John Maggiori, Chair

Date: August 24, 2020



James Sununu, Vice-Chair



Larry Miller, Member

EXHIBIT A

PUBLIC BUILDINGS ON THE CABLE SYSTEM

Municipal Buildings:

Town Offices/Town Hall	233 Atlantic Avenue
Fire & Police Departments	235 Atlantic Avenue
Town Clerk/ Tax Collector's Office	237 Atlantic Avenue
Public Library	237-A Atlantic Avenue
Recreation Department	231 Atlantic Avenue
Public Works	10 Airport Road

Public School Buildings:

North Hampton School	201 Atlantic Avenue
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FIRST AMENDMENT TO NOVEMBER 12, 2013

RENEWAL CABLE TELEVISION FRANCHISE AGREEMENT

**BETWEEN THE TOWN OF NORTH HAMPTON, NEW HAMPSHIRE, AND
COMCAST OF MAINE/ NEW HAMPSHIRE, INC.**

WHEREAS, Comcast of Maine/ New Hampshire, Inc. (hereinafter "Franchisee"), is the duly authorized holder of a Renewal Cable Television Franchise to operate a cable television system in the Town of North Hampton, New Hampshire (hereinafter the "Town") pursuant to NH RSA 53-C, as amended, said Renewal Franchise having commenced on November 12th, 2013;

WHEREAS, Franchisee and the Town wish to amend the Renewal Cable Television Franchise Agreement;

WHEREAS, Section 10.4 of the Renewal Cable Television Franchise Agreement authorizes amendment by written agreement following publication of the proposed amendment in a manner consistent with NH RSA Chapter 43;

WHEREAS, the Select Board of the Town of North Hampton as Franchising Authority (hereinafter "Franchising Authority") is authorized to amend the Renewal Cable Television Franchise Agreement pursuant to RSA 53-C;

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that the Renewal Cable Television Franchise Agreement is hereby amended as follows:

FIRST: Section 2.2, Term is deleted and a new Section 2.2 is inserted therefore as follows:

The term of this non-exclusive Renewal Franchise shall expire at midnight on November 11, 2028.

SECOND: Section 3.3, Subscriber Network Cable Drops, is hereby deleted in its entirety, and nothing is substituted in its place.

THIRD: New Subsection (g) shall be added to Section 6.1, PEG Access Channel(s) as follows:

(g) On or before September 30, 2023, Franchisee shall make the Access Channel referenced in section (b), above, available in High Definition.

FOURTH: Sections 7.8 AND 7.9 are hereby deleted in their entirety, and nothing is substituted in their place.

In all other respects, the Renewal Cable Television Franchise Agreement is not amended and remains in full effect.

WITNESS OUR HANDS AND OFFICAL SEAL, this 24th day of August, 2020.

TOWN OF NORTH HAMPTON

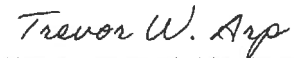
BY:


Jim Maggiore, Chair


James Sununu, Vice-Chair


Larry Miller, Member

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

BY: 
Trevor Arp
Regional Senior Vice President
Greater Boston Region