



February 26, 2024

***Via email***

Mr. Michael Sullivan, Town Manager  
Town of Eliot  
1333 State Road  
Eliot, ME 03903

***Re: Town of Eliot – 1<sup>st</sup> Amendment to Franchise Renewal Agreement***

Dear Mr. Sullivan:

Please find attached the fully executed 1<sup>st</sup> Amendment to Cable Television Franchise Renewal between the Town of Eliot and Comcast.

Please feel free to contact me at [Bryan\\_Christiansen@comcast.com](mailto:Bryan_Christiansen@comcast.com) should you have any questions.

Sincerely,

*Bryan Christiansen*

Bryan Christiansen, Director  
Government & Regulatory Affairs

cc: Monica Thibault, Manager, Comcast (via email)  
Denise Mason, Manager, Comcast (via email)  
Comcast Corporate Franchising (via Division transmittal)  
Comcast Division Franchising and Finance (via Division transmittal)

**FIRST AMENDMENT TO DECEMBER 1, 2022**  
**CABLE TELEVISION RENEWAL FRANCHISE AGREEMENT**  
**BETWEEN THE TOWN OF ELIOT, MAINE, AND**  
**COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

WHEREAS, Comcast of Maine/New Hampshire, Inc. (hereinafter "Franchisee"), is the duly authorized holder of a Cable Television Renewal Franchise to operate a cable television system in the Town of Eliot, Maine (hereinafter the "Town");

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

WHEREAS, Section 31 of the Cable Television Renewal Franchise Agreement authorizes amendment by written agreement;

WHEREAS, the Select Board of the Town of Eliot as Franchising Authority (hereinafter "Franchising Authority") is authorized to amend the Cable Television Renewal Franchise Agreement;

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

**FIRST:** Section 15-B, Subscriber Network Cable Drops, is hereby added in its entirety, as follows.

**SECTION 15-B -GOVERNMENT CABLE DROPS TO THE CABLE SYSTEM**

The parties agree that Franchisee will provide Digital Starter Service to the locations identified in Exhibit A and has the right in accordance with applicable law to deduct the value of those services from Franchise Fees. Franchisee will notify the Town if it intends to implement said offset and the value of those services at least sixty (60) days prior to doing so.

Subject to the provisions herein 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 17-A one Outlet, and (iii) the Digital Starter Service to all municipal and public school buildings which are listed in **Exhibit A** hereto and are located along the Cable System. The obligation of Franchisee to provide Drops, Outlets and Digital Starter Cable Service shall pertain throughout the life of this Cable Television Renewal Franchise and shall apply specifically to municipal and public school buildings newly constructed and/or acquired subsequent to the commencement of this Cable Television Renewal Franchise, which shall be wired within ninety (90) 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 service.

**SECOND:** Section 16 -Bis deleted, (Channel) and a new Section 16-B is inserted as follows:

Company shall provide the Town, at no charge, one (1) PEG Access channel for public, educational and governmental access programming. The PEG access channel shall at all times be accessible to all of Company's subscribers, including those subscribers who receive only Company's basic services. The PEG Access channel shall be available no later than March 1, 2024.

**THIRD:** Exhibit A, Public Buildings on the Cable System, is hereby added in its entirety, as follows.

**EXHIBIT A**

**PUBLIC BUILDINGS ON THE CABLE SYSTEM**

The following Schools and Public Buildings shall receive Drops and the monthly cable Service at no charge.<sup>1</sup>

**Municipal Buildings:**

Department of Public Works	476 H.L Dow Highway (Rt. #236)
Police Department	27 Dixon Road
Fire Department	1323 State Road
Town Hall	1333 State Road
Cable Studio	1333 State Road

**Public School Buildings:**

Eliot Elementary School	1298 State Road
Marshwood Middle School	626 H.L Dow Highwa

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<sup>1</sup> And, subject to Section 15-B supra, any and all new municipal buildings and/or Town public schools that are constructed and/or put into use during the term of this Renewal Franchise.

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

WITNESS OUR HANDS AND OFFICIAL SEAL, this 26 day of Feb., 2024.

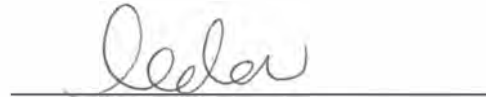
FRANCHISING AUTHORITY:  
SELECT BOARD, TOWN OF ELIOT, MAINE

BY:

  
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FRANCHISEE:

COMCAST OF MAINE/NEW HAMPSHIRE, INC.

BY:

Anthony M. Bowling  
Anthony Bowling, Regional Senior Vice President,  
Greater Boston Region