

Exp. Fee date 2-7-1981
25
2-6-2006

FRANCHISE FOR CABLE TELEVISION

THIS AGREEMENT made and entered into this 26th day of December, 1979, by and between the Town of Deering, New Hampshire organized pursuant to the laws of the State of New Hampshire, hereinafter called the "TOWN" and CableVision Service Co., Inc., a New Hampshire corporation, hereinafter called the "OPERATOR".

WHEREAS, the Town of Deering by vote of duly warned Town Meeting has authorized the Selectmen to enter into this Agreement; and

WHEREAS, the Operator desires to obtain a Franchise for the operation of cable television in the Town of Deering and the Selectmen are willing to grant said Franchise pursuant to the authorization of the voters of the Town of Deering;

NOW THEREFORE, in accordance with the terms and conditions herein, it is mutually agreed as follows:

1. "FCC" shall mean the Federal Communications Commission of the United States of America, an agency established by an Act of Congress.
2. "Rules" shall mean the Rules and Regulations promulgated by the FCC and particularly those Regulations known as Part 76, "Cable Television Service", together with such other Rules and Regulations which may be promulgated hereafter by the FCC amending or supplementing the presently existing rules.
3. "CATV" shall mean a system for transmission of energy over a closed circuit as well as a service provided to subscribers.

SECTION II - GRANT OF FRANCHISE

Subject to the terms and conditions of this Agreement, the Town does hereby grant to the Operator the right to erect, maintain, operate and utilize CATV

facilities in, under, above, along, across and upon the streets, lanes, avenues, sidewalks, bridges and other public places in the Town, and subsequent additions thereto, for the purpose of providing a service to residents for a fee in accordance with the laws and regulations of the United States of America, the State of New Hampshire and the ordinances and regulations of the Town.

SECTION III - TERM

The Franchise and rights herein granted shall be for a term of twenty-five (25) years commencing with the day following the issuance of a Certificate of Compliance by the FCC to the Operator for the system contemplated herein and provided that if, at the expiration of said period, the Operator shall have faithfully performed, it shall have the option and right to renew said Franchise upon the same terms and conditions then in effect for an additional period of twenty-five (25) years after public review by the Selectmen.

The Operator shall commence service to the community within one (1) year of the granting of a Franchise and/or Certificate of Compliance by the FCC. Failure to provide such service shall result in the automatic termination of this Agreement and the rights and obligations of all parties will cease unless said service date is extended in writing by the Selectmen.

SECTION IV - COMPLIANCE WITH FCC RULES AND REGULATIONS

The Franchise granted by the Town to the Operator herein, has been made in accordance with the presently existing rules and regulations promulgated by the FCC and the parties hereto agree that any subsequent modifications of such rules shall be binding upon the future relations between them, notwithstanding any other term or condition of this Agreement, as of the effective date of such modifications. In the event any rules and regulations or subsequent modifications of same are declared to be invalid by any Court of competent jurisdiction within the United States, then this Agreement shall be modified as of the effective date of the final

order of such Court to conform with the findings of said Court.

SECTION V - CONSTRUCTION OF TRANSMISSION FACILITIES

The Operator shall have the right to erect and maintain its own poles or receiving towers within the Town upon receiving all appropriate permits and approval of the Town. The Operator may, if satisfactory arrangements can be reached with the Continental Telephone Company, Granite State Telephone Company and/or the Public Service Company of New Hampshire, and any others, business or individual, in the Town, use their physical facilities and attach equipment as required to provide service to the Town. Permits, if necessary, shall be furnished to the Operator by the proper department controlling the erection of these CATV facilities in the Town, upon payment of any required fee.

The Operator's system shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with improvements the Town may deem proper to make, or to hinder or obstruct the normal use of the streets, bridges, or other public property. Removal of poles or equipment when necessary to avoid such interference will be at the Operator's expense, except for house moving, which cost shall be borne by the mover.

Construction and maintenance of the system shall be in accordance with the provisions of the National Electrical Safety Code of the National Board of Fire Underwriters, and such applicable laws, ordinances and regulations of the Town or State affecting electrical installations, which may be presently in effect or changed in the future, as well as the regulations of the FCC regarding quality of service rendered to the Town. All installations of equipment shall be of permanent nature, durable, and installed in accordance with good engineering practice.

In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Operator shall, at its own expense, replace and/or repair all surfacing so disturbed.

The Operator shall have the authority to trim trees upon and overhanging

streets, sidewalks and public places of the Town so as to prevent the branches of such trees from coming in contact with the facilities of the Operator, only to the extent said Town would have the right to do so, all trimming to be done at the expense of the Operator.

The Operator shall have the right to use easements granted to the Town unless such is expressly denied in said easement.

The Operator shall construct facilities to provide service to those areas of Town having no less than seventy-five (75) homes, or forty (40) verified subscribers per mile of facilities required to serve such areas, while reserving the right to serve other areas at their discretion.

SECTION VI - INDEMNIFICATION OF TOWN

The Operator shall indemnify, protect and save the Town harmless from and against losses and physical damages to property and bodily injury or death to persons; including payments made under Workmen's Compensation Law, and attorney's fees for defending any action brought against the Town which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles and/or receiving towers within the Town, or by any act of the Operator, its agents or employees. The Operator shall carry insurance to protect the parties hereto from and against all claims, demands, actions, judgments, costs, expenses, and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall not be less than Fifty Thousand Dollars (\$50,000.00) as to any one accident and not less than One Hundred Thousand Dollars (\$100,000.00) aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than One Hundred Thousand Dollars (\$100,000.00) as to one person and no less than Three Hundred Thousand Dollars (\$300,000.00) as to any one accident. The Operator shall also carry such insurance as it deems necessary to protect it from all claims under the Workmen's

Compensation Laws in effect that may be applicable to the Operator. All insurance required by this Agreement shall be and remain in full force and effect when construction of physical facilities commences and for the entire life of this Agreement. Said policy or policies of insurance, or a certified copy or copies thereof shall be deposited with, and kept on file in the Town office.

SECTION VII - SERVICE PROVIDED

The Operator intends to carry the following television Stations, pending FCC approval, as well as any other stations authorized:

Presently Authorized Under Rules

Channel	2*	WGBH	Boston, Ma.	Educ.
	4*	WBZ	Boston, Ma.	NBC
	5*	WCVB	Boston, Ma.	ABC
	6*	WCSH	Portland, Me.	NBC
	7*	WNAC	Boston, Ma.	CBS
	8*	WMTW	Poland Springs, Me.	ABC
	9*	WMUR	Manchester, NH	ABC
	11*	WENH	Durham, NH	Educ.
	13*	WGAN	Portland, Me.	CBS
	26	WHEG	Biddeford, Me.	Educ.
	27*	WSHW	Worcester, Ma.	Indep.
	38*	WSBK	Boston, Ma.	Indep.
	44	WGBX	Boston, Ma.	Educ.
	56*	WKBG	Boston, Ma.	Indep.

*Final selection of channels to be carried on the system cannot be made until a tower site and on site signal survey are performed. The operator intends to carry all signals that possess sufficient viewing quality to be shown on the system for subscribers' viewing pleasure.

In addition the Operator proposes to provide any additional services allowed by the FCC, which are financially viable and physically available. As services become available that meet these criteria they will be added to the service provided.

SECTION VIII - RATES FOR SERVICE

The Operator shall have authority to charge according to the schedule

contained in this section, unless and until same shall be increased; provided, however, that no increase of charges shall be made until approved by the Selectmen, except that such approval is hereby given as regards any adjustment of such charges to reflect the most recent change in the cost of living index, as reported by the Federal Government. This paragraph is not intended to supercede any regulatory authority that might otherwise exist.

Any tax, copyright fees, charges or taxes whatsoever assessed or assessable shall be in addition to the listed charges.

The scheduled fees shall include that labor and material necessary to make a normal, up to 150 feet, connection providing service from the Operator's lines to the subscriber's receiver. Charges for other than normal connections such as, but not limited to special and concealed outlets, buried lines or special improvements ordered by the subscriber shall be as agreed to between the subscriber and the Operator.

Installation

For first television receiver	\$ 20.00
For each additional television receiver	\$ 10.00
Minimum charge per house visit for work performed other than that listed above \$10.00 per hour.	

Service (Monthly)*

For first television receiver	\$ 8.50
For each additional television receiver	\$ 2.50

SECTION IX - DILIGENCE

The Operator shall apply for a Certificate of Compliance from the FCC within ninety (90) days.

The Operator shall accomplish significant actual construction within one (1) year after receiving Commission Certification, and shall thereafter make service available to unserved areas of the Town in compliance with the terms of

this Agreement. If such actual construction has not been accomplished as provided herein, this Agreement shall become void and any rights of the Operator to a Franchise herein shall terminate, time shall be considered of the essence.

SECTION X - COMPLAINTS

The Operator shall investigate and resolve all complaints regarding the quality of service, equipment malfunctions, and similar matters in the following way:

1. A person shall be designated by the Operator to serve as it's agent or representative for this specific purpose.
2. That person will be available locally on a regular basis.
3. That person shall be available to meet with the Selectmen to discuss any complaints of a general or continuing nature.
4. Complaint records will be retained, for one (1) year, and will be available to the Selectmen upon request.

SECTION XI - ASSIGNABILITY

This Franchise can be transferred or assigned upon written notification of same to the Selectmen.

SECTION XII - NOTICE

All notices to be sent pursuant to this Franchise shall be in writing mailed by Certified Mail with a Return Receipt requested. Notice to the Operator shall be made to CableVision Service Co., Inc., Attn: W. Robert Felder, Box 568, Exeter, New Hampshire 03833 and notice to the Town shall be to the Chairman of the Selectmen at the Town Hall provided that either party may advise the other party in writing of change of designated agent and/or address for receipt of notices.

SECTION XIII - SEVERABILITY

If any section, sentence, clause or phrase of this Agreement is for any reason held illegal, invalid or unconstitutional by any Court of competent jurisdiction, or by regulation of the Federal Communications Commission or any other governmental agency having appropriate jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by causing the signatures of its duly designated agents to be affixed to duplicate originals on the day and in the year first mentioned above.

Town of Deering

CableVision Service co., Inc.

By: Roland F. Cote
Roland F. Cote, Chm. of Selectmen

By: W. Robert Felder
W. Robert Felder, President

By: Thomas G. Allen
Thomas G. Allen, Selectman

By: Marsha B. Felder
Marsha B. Felder, Vice President

By: Ernest L. Johnson
Ernest Johnson, Selectman

ANNEX