

9/1/2003

CABLE TELEVISION

FRANCHISE AGREEMENT

BETWEEN

SHOWCASE CABLEVISION OF NEW ENGLAND, L.P. dba

FULL VIEW

AND

THE TOWN OF DUNBARTON, NEW HAMPSHIRE

**DAVID L. BOURQUE
FRANCHISE MANAGER
GENERAL PARTNER
840 CANDIA ROAD,
MANCHESTER, NEW HAMPSHIRE 03103
603-623-5700**

FRANCHISE AGREEMENT

Agreement by and between DUNBARTON, New Hampshire (hereinafter referred to as the town) a municipal corporation of the State of New Hampshire, and SHOWCASE COMMUNICATIONS OF NEW ENGLAND, L.P. DBA/ FULL VIEW,

(hereinafter referred to as the "Grantee"), a New Hampshire corporation with its principal place of business at 840 Candia Road, Manchester, New Hampshire 03103.

WITNESSETH:

WHEREAS, the town is authorized by N. H. R.S.A. Chapter 53-C, the Federal Communications Commission, and by the vote of Town Meeting held on March 8 1988 to grant one or more non-exclusive, revocable franchises to construct, operate, maintain and reconstruct a cable communications system within the geographical limits;

WHEREAS, the town after due evaluation, has determined that it is in the best interest of the town and its residents to grant a franchise to Grantee; and

WHEREAS, Grantee, having submitted an application to the town desires to construct a cable communications system therein and agrees to be bound by the conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties, intending to be legally bound hereby, mutually agree as follows:

1. GRANT.

A. Grantee is hereby granted subject to the terms and conditions of this Franchise Agreement, the right, privilege

and authority to construct, operate, maintain and reconstruct a cable communications system within the streets, alleys and public ways of the Town.

B. For the purpose of operating and maintaining a cable communications system in the town the Grantee may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the public streets, alleys and ways within the town such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the cable communications system. Prior to construction or alternation, however, the Grantee shall file plans with the Selectmen of the town and with the appropriate utility companies and receive written approval before proceeding.

C. All construction under this Agreement shall be in conformity with the laws of the United States, including regulations promulgated by the Federal Communications Commission, the laws of the State of New Hampshire and the ordinances of the town and, except for cables, relays and other devices and appurtenances attached to poles licensed to other utilities such construction, maintenance and repairs shall be subject to approval by the selectmen and to the following conditions:

1. The Grantee hereby agrees to indemnify and save harmless the Town for all claims for damages or injury whatsoever that may arise from construction, maintenance or repairs

under this Agreement, and the Grantee shall be accountable for all damage that may occur on account of any excavations, obstructions, encumbrances or occupation of highways made or created under this Agreement or in violation of the terms of this Agreement; the Town in no case assuming any responsibility or liability by reason of the issuing of this Grant. The Town shall notify Grantee, in writing, as soon as practicable after the presentation of any claim or demand for damages made against the Town, or its officers or employees on account of any construction, repairs or maintenance under this Agreement (or in violation thereof), and Grantee shall assume all financial responsibility for the defense, compromise, or payment of any such claim.

2. Grantee shall obtain or require of its general contractor a performance bond in the amount of at least \$100,000, during the construction and installation of the aforesaid cable television system and shall require that the Town be named as an indemnitee thereunder. The performance bond shall remain in effect until such time as the aforesaid construction and installation is completed, and the Grantee has obtained a security bond in the amount of \$50,000.00. Said security bond shall be maintained for the life of the Franchise Agreement, including any extensions or renewals thereof, for the purpose of guaranteeing that Grantee will truly observe, abide by, fulfill and perform each and every term, condition, provision and limitation of this franchise.

3. Excavations, obstructions or encumbrances shall at all times be properly guarded, barricaded or fenced

during all construction, maintenance and repairs and lights shall be maintained throughout the night so that all excavations, obstructions and encumbrances may be readily seen.

4. Shade trees shall neither be cut down, cut, trimmed or otherwise injured by Grantee, unless written permission shall have been granted by the abutting owner or owners.

5. The Grantor shall neither grant permission to place signs, or advertisements (excepting only town street signs) nor permit the same to be attached to or displayed on or upon any pole or poles within the town owned by ~~owned by~~ Grantee, and said Grantee shall remove or cause to be removed all such signs or advertisements which may be so placed by any corporation, firm, person or persons.

6. The highway shall be left in as good condition and repair upon the completion of the work necessitated by this Agreement as existed previously, and the Department of Highways may restore the highway to as good condition and repair, or cause the same to be restored under its direction, and the Grantee shall assume the complete responsibility for any and all liability and payment of expenses occasioned by reason of such work.

7. All poles installed by Grantee shall be of wood or other suitable material, and the wires shall be run along and across the highway between the points named herein, and shall be maintained at least 18 feet above the surface of the ground.

8. The maximum and minimum length of said poles

shall be fifty feet and twenty feet, respectively; the height of structures, forty feet and fifteen feet, respectively.

9. The approximate locations of new poles and structures, including, where applicable, the approximate distance thereof from the edge of the traveled roadway, or the sidewalk, and the location of underground conduits and cables, shall be designated or defined as shown upon a plan hereafter dated and attached to and made a part of this Agreement.

10. All of said wires and cables, except such as are vertically attached to poles and structures, shall be placed at a height of not less than fifteen feet above the surface of the highway. Underground conduits, and main trunk cable shall not be less than two(2) feet below the surface of the highway.

2. RIGHT OF TOWN TO ISSUE FRANCHISE.

The town hereby warrants that it has the legal right to issue this franchise. Grantee acknowledges and accepts the legal right of the town to issue the franchise and Grantee agrees that it shall not now or at any time hereafter challenge this lawful right in any way, in any town, state or Federal court or governmental agency.

3. EFFECTIVE DATE OF FRANCHISE.

The effective date of the franchise shall be the date of the signing of this Agreement by both parties. Grantee shall commence construction immediately thereafter, and shall proceed in accordance with the schedule attached hereto as EXHIBIT A.

4. TERM

The term of the franchise shall be fifteen (15) years from the effective date and may be renewed pursuant to the provisions of the Cable Communications Policy Act of 1984, 47 U.S.C. SS 521, et seq. , or any successor statute, for additional periods.

5. FRANCHISE NOT EXCLUSIVE.

This franchise shall not be construed as any limitation upon the right of the town to grant to other persons rights, privileges or authorities similar to the rights ,priv-ileges and authorities herein set forth, in the same or other streets, alleys or public ways or public places, or already is-sued. The town specifically reserves the right to grant, at any time during the term of this Agreement or renewal terms, if any, such additional franchises for a cable communications system it deems appropriate, provided, however, that such additional grants shall not operate to materially modify, revoke or terminate any rights granted herein and shall be upon terms and conditions substantially similar to those contained in this Franchise Agreement.

6. UNDERGROUNDING OF CABLE.

Cables shall be installed underground at Grantee's cost where all existing utilities are already underground.

7. FRANCHISE AREA.

The franchise area shall include all of the geographic area with the town limits.

8. UTILIZATION OF POLES.

Grantee shall utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities, whether on public property or on privately-owned property, until the written approval of the Selectmen is obtained, which approval shall not be unreasonably withheld. Insofar as cables, relays and other devices and appurtenances are erected on poles licensed to other utility companies (including, but not limited to, the Public Service company of New Hampshire or the Dunbarton Telephone Company, and or Concord Electric, no further approval by the town shall be required.

9. FRANCHISE FEE.

A. Annual Franchise Payment. Grantee shall pay to the town an annual fee in the amount of three percent, (3%) of its gross annual revenues from subscribers located in the franchise area.

B. Computation of Payments Due. Payments due to the town under this provision shall be computed quarterly for the preceding quarter as of March 31, June 30, Sept. 30 and December 31. Each quarterly payment shall be due and payable no later than thirty (30) days after the dates listed in the previous sentence. Each payment shall be accompanied by an unaudited statement of quarterly receipts. Within ninety (90) days of the close of each of Grantee's fiscal years, Grantee shall deliver to the Town a statement of gross annual receipts, certified by a New Hampshire Certified Public Accountant.

10. INDEMNIFICATION AND INSURANCE.

Grantee shall save the Town, its elected and appointed officials, and employees, servants and agents, harmless from all loss or damage on account of any suit, judgment, execution, claim or demand whatsoever arising from the acts or omissions of Grantee, its servants, agents and contractors in the construction, operation or maintenance of its cable television system or the provision of cable services in the Town, and for this purpose Grantee shall carry insurance, as follows:

A. Insurance Required.

The Grantee shall maintain throughout the term of the franchise insurance with companies acceptable to the Town and with such deductibles as approved by the Town in writing, provided Grantee assumes sole responsibility for the payment of such deductibles.

1. Worker's Compensation Insurance. In such coverage as may be required by the Worker's Compensation Insurance and Safety Laws of the State of New Hampshire and amendments thereto.

2. Grantee's Liability. Each occurrence, one million dollars (\$ 1,000,000.00). Policy to include the Town and its employees, and elected or appointed officials as additional insureds.

3. Comprehensive Automobile Liability. Combined single limit of not less than one million dollars (1,000,000.00). Policy to include the Town and its employees, and elected or appointed officials as additional insureds.

B. Copies for the town.

The Grantee shall furnish the town with copies of such insurance policies and certificates of insurance within thirty (30) days of the effective date of the franchise, and in addition current certificates shall be provided on March 31, June 30, September 30 and December 31 of each year this Agreement is in effect.

11. NO JOINT VENTURE.

Nothing herein shall be deemed to create any joint venture or principal-agent relationship between the parties, and neither party is authorized to, and neither party shall, act toward third parties or the public in any manner which would indicate any such relationship with the other.

12. FORFEITURE.

If Grantee should violate any of the terms, conditions or provisions of this franchise, or if Grantee should fail to comply with any provisions of any ordinance of the Town regulating the use of the streets, alleys, easements or public ways of the Town, and should Grantee further continue to violate or fail to comply with the same for a period of ninety (90) days after Grantee shall have been notified in writing by the Town to cease and desist from any such violation or failure to comply so specified, then Grantee may be deemed to have forfeited and shall thereby forfeit all the rights and privileges granted by this franchise; provided that such forfeiture shall be declared only by written decision of the Board of Selectmen after an appropriate public proceeding before the Board of Selectman affording Grantee due process and full opportunity to be heard

and to respond to any such notice of violation or failure to comply; and provided further that the Board of Selectmen may, in its discretion and upon a finding of violation or failure to comply, impose a lesser penalty than forfeiture of this franchise or excuse the violation or failure to comply upon a showing by Grantee of mitigating circumstances. Grantee shall have the right to appeal any finding of violation or failure to comply and any resultant penalty to any court of competent jurisdiction.

13. SURRENDER RIGHT.

Grantee may surrender this franchise at any time upon filing with the Board of Selectmen of the Town a written notice of its intention to do so at least three (3) months before the surrender date. On the surrender date specified in the notice, all of the rights and privileges of Grantee in connection with this franchise shall terminate.

14. TRANSFERS.

All of the rights and privileges and all of the obligations, duties and liabilities created by this franchise shall pass to and be binding upon the successors of the Town and the successors and assigns of Grantee; and the same shall not be assigned or transferred without the written approval of the Board of Selectmen, which approval shall not be unreasonably withheld. This section shall not prevent the assignment of the franchise by Grantee as security for debt to financial institutions chartered by any state or the United States Government without such approval.

15. SERVICE AREAS; CONSTRUCTION SCHEDULE; LOCAL ORIGINATION; RATES; ADDITIONAL SERVICES

Grantee shall cable all paved roads as highlighted on map enclosed (exhibit A) in this franchise agreement within the agenda time, one year from the date of signing of the franchise.

The remaining roads and streets that are unpaved shall be cabled within eighteen months of the signing of the franchise agreement, provided that they are town maintained roads and that each mile shall pass fifteen homes (15). The Grantee at its own marketing discretion shall build cable lines earlier than the time restrictions listed here.

The town of Dunbarton shall be provided with the capacity for teleconferencing with the town of New Boston for its fire safety courses and other teleconferencing capabilities as may be required and/or agreed to by both towns to benefit the communities.

Municipal buildings, which include schools, fire stations, town hall and other buildings agreed to between the town and the grantee, shall be cabled at no charge and with the help of the grantee shall utilize the cable system as best as possible for educational, community and cultural purposes.

The town will also have the capacity built in to have local origination in cooperation with other towns that may be served by the same cable system/including local access to community bulletin board information/channel access/ to feed video services into the system in cooperation with other towns on the service.

The grantee shall hold rates for subscriber services

at their present level for one year from the date of the first installation to a town resident. The rates quoted will be as described on Exhibit B enclosed. Any increase in rates shall be made known to the selectmens office in writing sixty days before such rates are to change and notice to be given by a notice written in the local newspaper.

16. ENTIRE AGREEMENT.

This Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by an agreement in writing which makes specific reference to this Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

17. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives

this 1st day of September, 1988.

NEW HAMPSHIRE

BY: John B. Swindlehurst
Selectman

BY: William B. Nichols
Selectman

BY: Beverly A. Marcou
Selectman

BY: David L. Bourque
David L. Bourque, General
Partner, Showcase Communi-
cations of New England,
L.P. DBA/ Full View

TOWN OF GREENFIELD
GREENFIELD, NEW HAMPSHIRE 03047
OFFICE OF THE SELECTMEN
547-3442

July 16, 1996

State of New Hampshire
Department of State, Corporation Division
State House, Room 204
107 North Main Street
Concord, NH 03301-4989

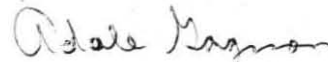
Attn: Miss Gloria Fournier

Dear Miss Fournier:

In reply to your letter of May 24, 1996 regarding cablevision in Greenfield, this letter is to inform you that we not have any agreement with any company at this time.

Thank you.

Yours truly,



Adele Gagnon
Administrative Assistant

RECEIVED
JUL 17 1996
NEW HAMPSHIRE
SECRETARY OF STATE
NC

AMG/amg

State of New Hampshire

Department of State

Corporation Division

Concord Tel. 603-271-3244



May 24, 1996

Location: State House Annex – 3rd floor

Mailing address: State House, Room 204
107 North Main Street
Concord, N.H. 03301-4989

HELP LINE TDD ACCESS: RELAY N.H. 1-800-735-2964

Ms. Frances F. Kendall
Town Clerk of Greenfield
PO Box 16
Greenfield NH 03047

Dear Ms. Kendall:

We have been advised that Showcase Cablevision of New England, L.P. no longer has a cable television franchise agreement with the town of Greenfield.

Would you please let us know the name and address of the cable company that now holds the cable franchise agreement if the town does have a cable franchise agreement, in order that we may contact the company in regard to RSA 53-C:3-f, a copy of which is enclosed.

Your cooperation will be appreciated.

Sincerely,

(Miss) Gloria J. Fournier
Administrative Assistant

Encl.

PLEASE RETURN A COPY OF THIS LETTER WITH YOUR REPLY.

COPY

Showcase Cablevision of New England, L.P. dba

FULL VIEW

840 Candia Road
Manchester, NH 03103
603 623-5700

David Bourque
Franchise Manager

December 11, 1989

State of New Hampshire
Department of State
Tom Connolly
State House Annex, 3rd Floor
Room 204
Concord, New Hampshire, 03301

RECEIVED
DEC 14 1989
OFFICE OF
SECRETARY OF STATE

Dear Tom,

Enclosed is a Franchise agreement for the Town of Greenfield, New Hampshire. As per HB 434-FN-A, I am enclosing the Franchise and a check for \$50.00 as required.

If you have any questions, feel free to call.

Best Regards,


David L. Bourque, Franchise Manager

DLB/me

enc

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doc 6711
doc. 684
Pg. 3

11/03/2004



State of New Hampshire

Department of State

Corporation Division

Concord Tel. 603-271-3244



Location: State House Annex – 3rd floor

Mailing address: State House, Room 204
107 North Main Street
Concord, N.H. 03301-4989

May 24, 1996

HELP LINE TDD ACCESS: RELAY N.H. 1-800-735-2964

RECEIVED
JUN 05 1996
NEW HAMPSHIRE
SECRETARY OF STATE
NE

Ms. Irene Thalheimer
Town Clerk of Dunbarton
1011 School St.
Dunbarton, NH 03045

Dear Ms. Thalheimer:

We have been advised that Showcase Cablevision of New England, L. P. no longer has a cable television franchise agreement with the town of Dunbarton.

Would you please let us know the name and address of the cable company that now holds the cable franchise agreement if the town does have a cable franchise agreement, in order that we may contact the company in regard to RSA 53-C:3-f, a copy of which is enclosed.

Your cooperation will be appreciated.

Sincerely,

Gloria J. Fournier

(Miss) Gloria J. Fournier
Administrative Assistant

Encl.

PLEASE RETURN A COPY OF THIS LETTER WITH YOUR REPLY.

There is no cable franchise agreement with any company.

Irene Thalheimer

Irene Thalheimer
Town Clerk

June 3, 1996