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RSA 1-3-C

FRANCHISE AGREEMENT FOR CABLE TELEVISION

THIS AGREEMENT made and entered into this 8 day of July, 1980, by and between the TOWN OF HENNIKER, 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 OPERATOR desires to obtain a Franchise for the operation of cable television in the TOWN and the Selectmen are willing to grant said Franchise pursuant to the authorization of the voters of the TOWN.

NOW THEREFORE, in accordance with the terms and conditions herein, it is mutually agreed the following definitions shall apply:

- (1) FCC shall mean the Federal Communications Commission of the United States of America, an agency established by an Act of Congress.
- (2) CATV shall mean a system for transmission of energy over a closed circuit as well as a service provided to subscribers.
- (3) RULES shall mean:
 - a. 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.
 - b. Rules and regulations of other federal agencies for CATV.
 - c. Rules, Regulations, ordinances and laws of the State and/or local governmental agencies for CATV.

SECTION II - GRANT OF FRANCHISE

Subject to the terms and condition 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 as approved by the Selectmen in the TOWN, and subsequent additions thereto, for the purpose of providing a service to residents for a fee in accordance with the RULES and laws of the United States of America, the STATE OF NEW HAMPSHIRE and the TOWN OF HENNIKER .

SECTION III - TERM

The Franchise and rights herein granted shall be for a term of twenty five (25) years commencing with the day following:

- (1) The issuance of a Certificate of Compliance by the FCC to the OPERATOR for the system contemplated herein, or
- (2) The effective date of this Agreement in the event certification is not required by the FCC for the system contemplated herein.

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.

SECTION IV - COMPLIANCE WITH GOVERNMENTAL RULES AND REGULATIONS

The Franchise granted by the TOWN to the OPERATOR herein, has been made in accordance with the presently existing RULES, 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 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 finding of said court. The Selectmen reserve the right to impose conditions further in accordance with the applicable RULES during the terms of this Agreement as allowed by RSA53-C.

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. The OPERATOR may, if satisfactory arrangements can be reached with the CONTINENTAL TELEPHONE CO. and/or 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 changes 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 it's 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 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.

The OPERATOR shall have the right to use easements granted to the TOWN which include the right to erect pole lines unless such is expressly denied in said easement.

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's 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 regulatory approval, if required:

Presently authorized under rules

Channel	2	WGBH	Boston, Mass.	Educational
	56	WLVI	Boston, Mass.	Independent
	4	WBZ	Boston, Mass.	NBC
	5	WCVB	Boston, Mass.	ABC
	6	WCSH	Portland, Me.	NBC
	7	WNAC	Boston, Mass.	CBS
	8	WMTW	Poland Springs, Me	ABC
	9	WMUR	Manchester, N.H.	ABC
	38	WSEK	Boston, Mass.	Independent
	11	WENH	Durham, N.H.	Educational
	27	WSMW	Worcester, Mass.	Independent
	25	WXNE	Boston, Mass	Independent

Frequency modulation (FM) service will also be provided.

In addition the OPERATOR proposes to provide any additional services which are financially viable and physically available.

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 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

Basic Service (Monthly)

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

Frequency Modulation (FM) Service

Installation of first and each additional radio receiver	\$10.00
Monthly service to first and each additional radio receiver	1.25

SECTION IX - FREE SERVICE

The OPERATOR shall provide, free of charge for the term of the Franchise, basic service to the following buildings provided that it's service lines pass the buildings and the connection thereto is in compliance with paragraph 3 of Section VIII above:

- (1) One TOWN building other than police or fire.
- (2) Each public school in the TOWN.
- (3) Each fire and or police station in the TOWN.

Provided further that the OPERATOR must be requested and authorized to make such service connection(s) by the appropriate officials.

SECTION X - DILIGENCE

The OPERATOR shall accomplish significant construction within eighteen (18) months after:

- (1) Receiving a Certificate of Compliance from the FCC, or
- (2) The effect date of this Agreement in the event certification is not required.

The OPERATOR shall thereafter make service available to unserved areas of the TOWN in compliance with the terms of the last paragraph of Section V of this Agreement.

SECTION XI - 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 Selectmen to discuss any

