

EXP. 1-1-2003 EMBIT K-
Bridgewater

FRANCHISE FOR CABLE TELEVISION

THIS AGREEMENT made and entered into this ^{unt} 14th day of September, 1978, by and between the Town of Bridgewater, 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 Selectmen publicly invited applications for a cable television franchise; and

Whereas, the Selectmen, considered and approved the legal, character, financial, technical and other qualifications, and the adequacy and feasibility of construction arrangements of the OPERATOR, and

Whereas, such acceptance and approval occurred through the adoption of this agreement, after full public proceedings, affording due process, held by the Selectmen in the Town;

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 affect for an additional period of twenty-five (25) years after public review 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. The Operator may if satisfactory arrangements can be reached with the New England Telephone Company, and/or the Public Service Electric Company 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.

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 affect 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 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, 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 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, judgements, 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 affect that may be applicable to the Operator. All insurance required by this Agreement shall be and remain in full force and affect 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:

Channel	2	WGBH-TV	Boston, Ma.	Educ.
	3	WCAX-TV	Burlington, Vt.	CBS
	4	WBZ-TV	Boston, Ma.	NBC
	5	WCVB-TV	Boston, Ma.	ABC
	6	WCSH-TV	Portland, Me.	NBC
	7	WNAC-TV	Boston, Ma.	CBS
	8	WMTW-TV	Poland Springs, Me.	ABC
	9	WMUR-TV	Manchester, N.H.	ABC
(38)	10	WSBK-TV	Boston, Ma.	Indep.
	11	WENH-TV	Durham, N.H.	Educ.
(27)	12	WSMW-TV	Worcester, Ma. Boston	Indep. ✓
	13	WGAN-TV	Portland, Me.	CBS

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 yearly adjustment of such charges to reflect the change in the cost of living index as reported by The Federal Government.

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

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 Bridgewater, N.H., by

Helis J. DeLoach
Chairman of Selectmen

William J. Thistle
Selectman

Tessa M. Murphy
Selectman

CableVision Service Co., Inc., by

W. Robert Felder
W. Robert Felder, President

Marsha B. Felder
Marsha B. Felder, Vice Pres.

Installation Cont. *

Minimum charge per house visit for work performed other than that listed above \$10.00 per hour.

Service (Monthly) *

For first television receiver	\$8.00
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 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.

SECTION X - COMPLAINTS

The Operator shall investigate and resolve all complaints regarding the quality of service, equipment malfunctions, and similiar 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.

*Or the rates prevailing in Bristol.