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CABLE TELEVISION LICENSE
TOWN OF NOTTINGHAM, NEW HAMPSHIRE

Pursuant to the authority of RSA 53-C of the Laws of New Hampshire, the BOARD OF SELECTMEN OF THE TOWN OF NOTTINGHAM ("Board") hereby grants a non-exclusive Cable Television Franchise to CONTINENTAL CABLEVISION OF NEW ENGLAND, INC. ("Continental") for the purpose of authorizing and permitting said Franchisee to construct, operate and maintain a Cable System within the corporate limits of the TOWN of NOTTINGHAM ("Town").

Subject to the terms and conditions herein, the Board of Selectmen hereby grants to Continental, as Franchisee, the right to construct, operate and maintain a cable television communications system in, under, over, along, across and upon streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Nottingham within the municipal boundaries and subsequent additions thereto, including property over which the Town has assignable utility easement or utility right-of-way rights, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of audio and video and other impulses in accordance with the laws of the United States of America and the State of New Hampshire.

Section 1: Definitions

(A) Meanings. For the purpose of this franchise, the following terms, phrases, words, abbreviations and their derivations shall have the meanings given herein.

"Basic Service". Any service tier which includes the retransmission of local television broadcast signals.

"Broadcast". Over-the-air transmission by a radio or television station.

"Cable Act". The Cable Communications Policy Act of 1984.

"Cablecast". Programming (exclusive of broadcast signals) carried on the cable system.

"Cable System". A facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service (as defined in the Cable Act) which includes video programming and which is provided to multiple subscribers within the Town.

"Town". The Town of Nottingham, New Hampshire.

"Company": Continental Cablevision of New England, Inc.

"Drop Cable". The cable, connected to feeder cable, from which cable television signal service is distributed to a subscriber's home, as distinguished from feeder cable and trunk cable which is used for general distribution purposes in most instances.

"Expanded Service". A programming service tier which includes basic service, satellite services, local and informational programming, access and leased channels, but shall not include premium services.

"FCC". The Federal Communications Commission.

"Feeder Cable". The cable, connected to trunk cable, from which cable television signal service is distributed to multiple subscribers, as distinguished from trunk cable (which distributes cable television service throughout the franchise area) and drop cable.

"Franchising Authority". Any governmental entity empowered by federal, state or local law to grant a franchise.

"Headend". The electronic center through which broadcast and cablecast signals are electronically translated or modified for distribution over the cable system.

"Premium Service". Optional additional program services, provided to subscribers at a monthly charge in addition to the charge for basic service and expanded service.

"Subscriber". Any person who lawfully receives service from the cable system.

Section 2: Term of Franchise; Renewal

(A) The term of this Franchise shall be for a period of twenty (20) years from the date of execution hereof; subject, however, to all the provisions of RSA 53-C and

other applicable federal and state statutes and regulations (as such statutes and regulations may from time to time be amended) and subject, further, to the continued performance by Continental, of all the conditions and terms set forth in said Franchise.

(B) Thereafter the Franchise may be renewed for additional terms in accordance with existing federal law. In the event no law exists governing the renewal of a cable television franchise, the Board of Selectmen shall renew the Franchise after a public hearing, to identify the future cable related needs and interests of the Town, provided Continental's performance has substantially complied with the material terms of this Franchise, Continental's ^{purpose} ~~purpose~~ to renew is reasonable to meet the future cable-related community needs and interests and Continental has complied with applicable law. A renewed Franchise may include additional or amended terms and conditions, compared to those contained herein, to reflect the needs and interests of the Town identified at the public hearing.

Section 3: Service Area Line Extension; Construction
Schedule

(A) Service shall be provided to every dwelling and building in existence on the date this agreement is executed, except as provided for herein, and requesting cable service within Nottingham provided that Continental is able to obtain from property owners any necessary easements and/or permits at no cost. The Service Area is further defined on the map attached hereto and made a part hereof as Exhibit "A". Continental is not required to

provide cable service to the residential dwelling units located on or around Route 202. Continental is not required to serve the existing three (3) residences at the western-most end of Stevens Hill Road or the one (1) residence on McDaniel Road until such time as cable service is requested by any owner of said residences. Construction of the system in the Service Area shall begin within two weeks following the completion of utility make-ready. Continental shall use its best efforts to work with the utilities involved in the make-ready process to ensure timely completion of the required work. The Service Area as defined herein shall be completed and energized no later than four months after the start of construction unless delay is for good cause, such as weather, availability of construction crews and materials, timely performance of make-ready by utilities and the ability to obtain all necessary easements, rights of way, and permits. All costs of construction shall be the sole responsibility of Continental. Continental shall secure all necessary permits prior to beginning construction.

(B) At least once every year after execution of this Franchise Agreement, or earlier upon the written request of the Board of Selectmen, Continental shall review the number of new dwelling units constructed within the Town to determine the density of the homes, and the economic and technical feasibility of extending the cable system to serve additional permanent residences within the Town. Continental shall extend the Cable System into areas of

new development within the Town where there are a minimum of fifteen (15) dwelling units per aerial strand mile or twenty (20) dwelling units per underground strand mile of cable calculated from the end of the nearest ~~trunk~~ ^{feeder} line. This density standard shall not apply to seasonally occupied dwelling units or dwelling units for which provision of service would require Continental to incur unusual construction or easement cost. Continental shall commence construction of any such line extensions as soon as practicable thereafter, taking into account weather, performance of make-ready, availability of construction crews and materials, and the ability to obtain all necessary easements and rights of way.

(C) From the date of activation of the cable television system to one (1) year thereafter, Continental will, on request of the homeowner, connect the cable service to a residence within five hundred (500) aerial feet of the nearest feeder cable at no additional installation fee. After the initial one (1) year activation period, Continental will, on request of the homeowner, connect cable service to a residence within three hundred (300) aerial feet of the nearest feeder cable at standard installation charges. Residences located over five hundred (500) aerial feet during the first one (1) year of system activation and over three hundred (300) aerial feet after the one (1) year period will be charged an additional installation fee on per foot cost basis.

Section 4: Construction Standards

(A) All construction shall be in compliance with the National Electrical Safety Code and applicable by-laws of the Town of Nottingham.

(B) Where utilities are underground, Continental shall construct its system underground; where utilities are overhead, Continental may at its option install its system underground. Service cable shall be placed at the direction of the homeowner with reasonable compensation to Continental.

(C) The Town may reasonably request and Continental will provide progress reports regarding construction progress, including but not limited to pole applications, walkout surveys, make-ready payments, and cable construction.

Section 5: Pole Attachment and Placement

(A) Pursuant to RSA 231:161 Continental shall have the right to use existing poles and underground conduit for its cables, wires and other facilities. No new poles shall be installed by Continental or its agents within the Town unless and until the location and placement thereof shall have been approved by the Board of Selectmen.

(B) Continental shall obtain rights under agreements with the appropriate utilities, or the successors or assigns of said utilities, to attach to poles or to use conduits and pipes of said utilities.

Section 6: Franchise Fee and Federal Law

(A) Continental shall pay to the Town, on an annual basis, a sum equal to three (3%) percent of the total gross monthly subscription revenues from subscribers in the Town of Nottingham, N.H. Each annual payment shall be made within sixty (60) days after December 31, of each year and shall be in addition to any other applicable taxes or charges levied by the Town. Each payment shall be accompanied by a statement showing the factual basis for the payment, including a breakdown by category and source of Continental's gross annual revenues from the Town. Interest at a rate of twelve percent (12%) per annum compounded daily, shall accrue on any balance still due and owing 60 days after December 31.

(B) The Cable Communications Policy Act of 1984, Section 623, and regulations of the Federal Communications Commission, currently prohibit regulation of cable television rates and charges where, as in Nottingham, adequate competitive alternatives exist. In the event of a change in the law or regulations which permit rate regulations, the Town and Continental agree that such regulation shall be accomplished by limiting Continental's right to increase its basic subscriber service by an amount not exceeding the cumulative Consumer Price Index measured from the date such rate regulation commences, plus an amount attributable to increases in programming service costs for those services carried on the system. Any increase in basic subscriber service which is not

otherwise permitted by law and which exceeds the Consumer Price Index, plus programming costs shall be approved by the Board of Selectmen. Nothing contained in this Section shall be construed as waiving any rights Continental or the Town currently have, or in the future may have, pursuant to federal or state law or regulations.

Section 7: Insurance

Continental shall maintain in full force and effect at all times liability insurance, insuring the Town in the following minimum amounts:

- (A) One million dollars (\$1,000,000) for bodily injury or death to any one person within a total limit, and of three million dollars (\$3,000,000) for bodily injury or death resulting from any one accident.
- (B) One million dollars (\$1,000,000) for property damage resulting from any one accident.

Section 8: Quality of Signal

(A) Continental shall supply services of adequate quality, and shall continue to maintain its stationary facilities and transmission equipment in such condition so as not to constitute a hazard to the safety or health of the public. Continental shall maintain signal quality equal to or better than the technical specification required by Federal Communication Commission regulations.

Section 9: Town Cable, Service, and Production Equipment

(A) Continental shall, at no cost to the Town, provide and maintain one cable drop, outlet and ~~basic~~^{expanded} service for all Town buildings along the cable route and within 300 feet of the cable ~~trunk~~^{feeder}. One cable drop, outlet and basic service shall be provided and maintained at no cost to all public school buildings in Town along the cable route. Prior to completion of system construction, the Board shall, after consultation with Continental, provide Continental with a list of public buildings. Additional free drops will be provided to any additional Town property, including public schools, along the cable route as reasonably requested by the Board.

(B) The Board or its designee shall consult with the appropriate individuals to determine the appropriate location of each drop prior to requesting that Continental install the free service.

(C) Continental shall install three (3) return lines in Town buildings for live color cablecasting capability. The return lines will be installed in the Town Hall, elementary school and the future high school. Three (3) modulators will be provided and a character generator will be provided for the Town's use on the Town's local access channel. Continental shall retain ownership of the equipment and maintain, repair and insure said equipment.

(D) Continental shall provide to the Town color video production equipment equal in value to fifteen thousand dollars (\$15,000), to be used by trained Town

residents to cablecast events of local importance. Continental will provide training classes on the operation of the equipment and shall retain ownership of the equipment and maintenance responsibilities. Continental reserves the right to reasonably edit programming produced or refuse programming that may offend community standards when such locally produced programming is to be cablecast on Continental's community programming channel.

(E) Upon written request of the Selectmen and within thirty (30) days prior notice to an event, Continental will supply reasonable supplementary equipment and personnel at no cost to assist in the production and cablecasting of events of importance to Nottingham. Continental shall retain ownership of the equipment and maintain, repair and insure said equipment.

Section 10: Performance Bond

(A) Continental shall submit and maintain throughout the duration of the Franchise, a performance bond running to the Town with a company surety satisfactory to the Town and authorized to do business in the State of New Hampshire to guarantee the following terms:

- (1) the satisfactory completion of the cable installation in the time schedule provided herein;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with this Agreement;

- (3) the satisfactory operation of the System in compliance with the material terms and conditions of this Agreement;
- (4) the satisfactory removal or other disposition of the System.

(B) During the period of construction and following a reasonable period of satisfactory operation as determined by the Board of Selectmen, this bond shall be in the amount of two hundred and fifty thousand dollars (\$250,000).

(C) Once regular subscriber service is available throughout the initial service area, and with written permission of the Selectmen, the bond shall be reduced to ten thousand (\$10,000) dollars. Said bond shall be maintained throughout the life of the Franchise and shall be renewed upon renewal of this Franchise Agreement.

Section 11: Service Interruptions

In the event that Continental's service to any subscriber is interrupted for twenty-four (24) or more consecutive hours, Continental will, at the request of a subscriber, grant such subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge which represents lost viewing time during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. Credits will be applied as described above after due notice to Continental from the subscriber.

Section 12: Complaints, Area Office

(A) Continental shall maintain a customer service office within the Exeter area, open during normal business hours, and a 24-hour toll-free line which subscribers may call toll-free so that prompt maintenance service shall be available. Continental shall give each new subscribing household a notice of complaint procedures and listing Continental's telephone number.

(B) Upon reasonable notice, Continental shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters.

(C) Continental shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious system malfunction will be serviced as soon as possible after its discovery. For these purposes, Continental shall maintain in the area an office, sufficiently staffed, in order to provide adequate and prompt service to its subscribers. On call personnel shall, upon notification, respond to a line equipment failure that affects three (3) or more subscribers on a street, or ten (10) or more subscribers within the Town.

Section 13: Tree Trimming

Continental shall have authority to trim trees upon, and overhanging, streets, alleys, sidewalks and public ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the cable system.

Section 14: Default

If Continental shall substantially fail to comply with any of the material terms and conditions of this Franchise, and shall fail within sixty (60) days after receipt of written notice from the Selectmen to correct such default or non-compliance, or such longer time as may be granted by the Selectmen, then the Selectmen shall have the right, after notice and a Public Hearing, to revoke any or all rights and privileges granted hereunder, provided, however, that default or non-compliance resulting from factors beyond the reasonable control of Continental shall not be sufficient grounds for revocation.

Section 15: Legal Compliance

Continental shall comply with all state and federal laws and regulations, as they exist or may be amended from time to time, which regulate the use, operation and/or franchising of the cable television industry.

Section 16: Transfer and Assignment

This Franchise or any control thereof shall not be transferred or assigned without the prior written consent of the Board of Selectmen, which consent shall not be arbitrarily or unreasonably withheld or delayed.

Section 17: Equal Protection Provision

In the event the Franchising Authority grants an

additional cable television franchise or franchises, such franchise(s) shall not contain terms and conditions more favorable or less burdensome than those contained herein. Any such additional franchise(s) shall be granted on the condition that such franchisee(s) shall indemnify and hold harmless the Franchisee (Continental) from and against all reasonable costs and expenses incurred in strengthening poles, rearranging attachments, placing underground facilities, and all other reasonable costs (including those of the Town and Franchisee), incident to inspections, make-ready and construction of an additional cable television system in the franchise area.

Section 18: Equal Employment Opportunity

Continental is an Equal Opportunity Employer and pursuant to 47 CFR 76.311 and other applicable regulations of the FCC must file an Equal Employment Opportunity Program with the FCC and otherwise comply with the FCC regulations with respect to Equal Employment Opportunities.

Section 19: Separability

If any section, paragraph, term or provision of this Franchise is determined to be invalid or unconstitutional by any court of competent jurisdiction, or by any state or federal regulatory agency having authority to make such determination, such holding shall not affect, impair or invalidate any other section, clause, provision, portion

or phrase of this Agreement, any renewal or renewals thereof.

Section 20: Non-Discrimination

Continental shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or any other on the basis of age, race, religion, sex, physical handicap, or country of national origin.

TOWN OF NOTTINGHAM

Exhibit "A"



WITNESS OUR HANDS AND OFFICIAL SEALS, THIS 16th DAY OF

July, 1990.

TOWN OF NOTTINGHAM BY :

Philip C. Small
Selectman

Charles S. Evans
Selectman

Laura Lee
Selectman

ACCEPTED BY:

CONTINENTAL CABLEVISION OF NEW ENGLAND, INC.

BY: *H. Franklin Anthony*
H. Franklin Anthony,
Senior Vice President