

7-21-2005
4-21-1980

FRANCHISE AGREEMENT FOR CABLE TELEVISION

THIS AGREEMENT made and entered into this 21st day of April, 1980, by and between the TOWN OF ANTRIM, 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 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 RULES and laws of the United States of America, the STATE OF NEW HAMPSHIRE and the TOWN OF ANTRIM.

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 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 PUBLIC SERVICE CO. of N.H. and/or CONTINENTAL TELEPHONE 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, 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 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 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, it's 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 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	WMTV	Poland Springs, Me	ABC
9	WMUR	Manchester, N.H.	ABC
38	WSBK	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/hr.

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

- complaints of a general or continuing nature,
- (4) Complaint records will be retained, for one year, and will be available to the Selectmen upon request.

SECTION XII - ASSIGNABILITY

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

SECTION XIII - 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, P.O. Box 1010, 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 XIV - 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 FCC 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 it's duly designated agents to be affixed to duplicate originals on the day and in the year first mentioned above.

TOWN OF Leicester

CABLEVISION SERVICE CO., INC.

By: Edward C. Clack
Chairman of Selectmen

Paul D. Mearns
Selectman

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

Marsha B. Felder
Marsha B. Felder, Vice President

Selectman

Emily D. [unclear]
Selectman