

SCANNED  
12-26-11

## AGREEMENT

This AGREEMENT, dated June 2, 1995, by and between the INHABITANTS of the TOWN OF BARTLETT, CARROLL COUNTY, NEW HAMPSHIRE, through its Board of Selectmen, hereinafter called the "Town" and STATE CABLE TV CORPORATION, of Augusta, Maine (hereinafter called "Corporation");

WHEREAS, after consideration by the Board of Selectmen of the public interest relative to the granting of a franchise to said Corporation, for the continued operation and maintenance of a cable antenna television system in the Town of Bartlett; and

WHEREAS, it is the intention of the Town to enter into an Agreement with the Corporation for the continued operation and maintenance of the cable television system;

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, the parties hereto understand and agree as follows:

### 1. AUTHORIZATION.

That the Town of Bartlett does hereby grant to State Cable TV Corporation, a corporation organized under the laws of the State of Delaware, its successors and assigns, the non-exclusive right, privilege and franchise to construct, operate and maintain a cable television system, including cable, poles, wires, and fixtures where necessary, upon, along, over and under the public streets and alleys of the Town for a period of fifteen (15) years from the date hereof but subject to the terms and conditions herein set out, and provided that such cables shall be placed only at such locations as may be approved in writing by the Selectmen of the Town, and the Corporation shall file with the Board an application in writing for each line, showing in detail the location of same, and shall furnish with the application all such information as may be required by the Board. The above provision with relation to the fifteen (15) year term of the Agreement shall be granted subject to the right of the Corporation to renew this franchise for one (1) additional five (5) year period after the termination of the initial fifteen (15) year period. Corporation, if it desires to renew the franchise for one (1) additional five (5) year period shall at least sixty (60) days prior to the termination of the previous fifteen (15) year period send to the Board of Selectmen a notice of its intention to renew. The Selectmen may, following the receipt of the notice of intention to renew the franchise, order and conduct a public meeting within the sixty (60) day period prior to the termination of the fifteen (15) year period to determine whether the services rendered by Corporation to its subscribers in the Town are satisfactory, adequate and effective. The Board shall immediately notify Corporation of its decision either to grant or to deny the renewal of the franchise. Failure on the part of the Board to notify Corporation of its decision before the termination of the current fifteen (15) year period, shall be deemed an approval of the renewal.

**2. TERRITORIAL LIMITS.**

The rights and privileges awarded pursuant to this franchise shall relate to and cover the entire present territorial limits of Town and any area annexed thereto during the term of the franchise. In the event Town annexes additional territory during the term of this franchise, Corporation shall provide cable television service within such areas, in accordance with all the provisions of this franchise, with due diligence after notification from Town to do so.

**3. REVOCATION.**

The Town reserves the right to revoke this franchise and rescind all rights and privileges associated with it in the following circumstances:

- A. If the Corporation should default in the performance of any of its material obligations under this franchise.
- B. If a petition is filed by or against the Corporation under the Bankruptcy Act, or any other insolvency or creditor's rights law, state or federal, and the Corporation shall fail to have it dismissed.
- C. If a receiver, trustee or liquidator of the Corporation is applied for or appointed for all or part of its assets and the receiver, trustee or liquidator does not unconditionally agree to be bound by all terms and conditions of this franchise.
- D. If the Corporation fails to receive any FCC certification required for the continued operation of the cable system unless such cause is directly attributable to an action or condition imposed by the Town.

Upon the occurrences of any or all of these events, the Board of Selectmen may, after hearing, upon thirty (30) days written notice to the Corporation citing the reasons alleged to constitute cause for revocation, set a reasonable time in which the Corporation must remedy the cause. If, during the thirty (30) day period, the cause shall be cured to the satisfaction of the Town, the Town may declare the notice to be null and void. If the Corporation fails to remedy the cause within the time specified, the Board of Selectmen may revoke the franchise. In any event, before the franchise may be terminated, the Corporation must be provided with an opportunity to be heard before the Board of Selectmen.

**4. PLACEMENT OF POLES.**

Any new poles installed by the Corporation will be placed at locations approved by the Board of Selectmen of the Town.

**5. RESTORATION OF DAMAGE.**

All streets and sidewalks disturbed or damaged in the construction or maintenance of said cable lines shall be promptly repaired by the Corporation at its expense, and to the satisfaction of the Town.

**6. CONSTRUCTION STANDARDS.**

All cable erected in the Town by the Corporation shall at all times meet with the minimum standards of the Town, as provided by ordinance or Code.

**7. COMPLIANCE WITH REGULATIONS.**

- A. The Corporation shall be subject to all ordinances now in force or that may be hereafter enacted relative to the use of the streets and alleys of the Town.
- B. Installation and maintenance of the cable television system shall be subject to all existing federal, state, and local laws, statutes, regulations and by-laws and to those which may be promulgated in the future, including, but not limited to, regulations of the Federal Communications Commission.

**8. SUBSCRIBER RIGHTS.**

- A. The Corporation shall provide subscribers with thirty (30) days advance notice of a change in rates or any change, either addition or deletion, in the programming carried on the cable television system.
- B. In the event service to any subscriber is interrupted for 24 or more consecutive hours following notification to the Company by the subscriber of the interruption, the Company will grant that subscriber a pro rata credit or rebate.
- C. The Corporation's office shall be open during usual business hours, have a listed toll-free telephone and be capable of receiving complaints, request for adjustments and service calls.

D. Complaint Procedure.

1. The Corporation shall provide notice to subscribers as to subscribers' rights concerning quality of service in accordance with 47 C.F.R. §76.309(c)(3)(i).
2. Recording subscriber complaints shall be as follows:
  - a. The corporation shall keep a record or log of all written complaints received regarding quality of service, equipment malfunctions, billing procedure, employee attitude and similar matters. These records shall be maintained for a period of 2 years.
  - b. The record shall contain the following information for each complaint:
    - (1) Date, time and nature of the complaint;
    - (2) Name, address and telephone number of the person complaining;
    - (3) Investigation of the complaint;
    - (4) Manner and time of resolution of the complaint;
    - (5) If the complaint regards equipment malfunction or the quality of reception, a report indicating corrective steps taken, with the nature of the problem stated; and
    - (6) Consistent with subscriber privacy provisions contained in the Cable Communications Policy Act of 1984, Public Law 98-549, the Corporation shall make aggregate information compiled from the logs or records of complaints available to any authorized agent of the Town upon request during normal business hours for on-site review.

9. **SYSTEM DESIGN.**

The Corporation shall upgrade its facilities, equipment and service as subscribers' demands dictate so that its network is as advanced as the current state of technology with field-proven equipment will allow and which is being generally offered at that time in the industry in comparable market situations.

**10. INSURANCE.**

Corporation shall indemnify and save the Town harmless from any and all claims, liabilities, losses, damages and expenses (the latter including but not limited to payments made under any workers' compensation law, attorneys' fees, witness fees and costs) arising out of or related to the construction and/or operation of the cable system. For this purpose and prior to commencing construction of any kind, Corporation shall have in full force and effect and thereafter so maintain the same at all times, and file evidence thereof with the Town Clerk, a good and sufficient policy of insurance with liability limits of \$1,000,000 for property damage, \$1,000,000 for personal injury to each person, and \$1,000,000 for each accident. The said policy shall protect the Town from and against any and all claims, actions, suits, liability, expense, or damage of any kind or description which may accrue to or be suffered by the Town or by anyone by reason of the construction, maintenance or operation of Corporation's cable system.

**11. ASSIGNMENT.**

This franchise cannot be sold, transferred, leased or assigned without the prior consent of the Town. Such consent shall not be withheld or delayed by the Town without a showing of cause.

**12. EARTH RECEIVING STATIONS.**

Nothing in this Agreement shall prohibit a resident of the Town of Bartlett from installing and operating an earth receiving station in compliance with the Cable Franchise Policy and Communications Act of 1984 as amended and the rules and regulations of the Federal Communications Commission.

**13. EXTENSION POLICY.**

The Corporation's cable television system will be extended to serve additional areas where the average dwelling density of the extension is fifteen (15) dwelling units per mile and eight (8) dwelling units per half mile. Once a particular area is identified as meeting the 15 units per mile density test, then the Corporation shall install cable and have full cable service available to those residents in that area within one year. If a group of residents who wished to be served by an extension whose density is less than fifteen (15) residential dwelling units per mile desires service and presents a request for service to the Corporation, the Corporation shall prepare a cost estimate of the extension and divide the cost by the nominal density of 15 subscribers per mile to establish the nominal unit extension cost. It will then divide the same cost estimate by the density per mile of those requesting service to establish the actual unit extension cost. The difference between the actual unit extension cost and nominal unit extension cost shall become the special installation fee, which if those requesting service agree to pay and sign irrevocable

service agreements for a two-year period, shall insure service as hereinafter provided. As additional subscribers connect to each such extension of the system, they shall pay a special installation charge equal to one-half of the fee paid by original subscribers, which shall be refunded to the original subscribers, until either the initial charge to the original subscribers is reduced to one half of the initial amount or until a three-year period has elapsed, whichever occurs first. The Corporation shall construct such extensions within twelve (12) months provided inclement weather does not delay construction. The refund to original subscribers may be made in the form of a credit against their normal service charges at the option of the subscriber.

Fire roads are not included in the above roads and shall not be cabled unless the furthest end of the fire road is located within 300 feet of the main road. Subscribers wishing service on fire roads longer than 300 feet will be serviced only under the provisions of this section.

**14. PUBLIC OUTLET.**

The Corporation shall provide, without charge, along its routes, a single outlet to each public educational institution, police and fire station, town hall, and public library passed by cable and located within the Town upon request of the Town. Upon request of the Town in writing, the Corporation shall provide additional outlets in the public buildings designated above, but may charge for the cost of labor, materials, and overhead for installation of these outlets. Monthly Basic Service for all such public connections shall be free. Any existing outlets installed in schools or municipal buildings prior to the signing of this contract will remain in place with no monthly Basic Service charge.

**15. TECHNOLOGICAL CHANGES.**

It is the Corporation's and the Town's intent that new development in the state of the art be incorporated into the cable system whenever it would be in the subscribers' best interest to do so, taking into consideration all relevant economic and technological factors. New services and technological changes available to municipalities within Corporation's service area shall be made available to subscribers in the Town of Bartlett.

**16. PARENTAL CONTROL.**

The Corporation shall make available to any subscriber so requesting, at cost, plus labor, a reasonable overhead and a reasonable profit, a "parental guidance" or "lockout device" which will permit the subscriber at his or her option to eliminate comprehensible reception of any or all of the pay cable channels.

**17. INTERIM REVIEW.**

On or about the fifth and tenth anniversaries of the effective date of this franchise, the Board of Selectmen may schedule a meeting or meetings with the Corporation to review its performance and future service plans. The Town may require the Corporation to make available, subject to any limitations or prohibitions imposed under state or federal law, specified records, documents and information as may be necessary to a determination of Corporation's compliance with Section 9 of this Agreement.

**18. NOTICE.**

Notices required to be sent to Town shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, in either case to the Board of Selectmen, Town Office, RR 1, Box 49, Intervale, NH 03845 or such other address as may be designated by Town in writing. Notices required to be sent to Corporation shall be in writing and shall be delivered by hand, or shall be sent by certified mail, return receipt requested, to Corporation at 261 State Street, Augusta, Maine 04330.

**19. SEVERABILITY.**

The fact that any paragraph, sentence, clause, phrase or word in Agreement should be found to be invalid by any court or any governmental agency shall not be deemed to invalidate any other provision of this Agreement.




**20.** This Agreement replaces and supersedes all previous agreements between State Cable TV Corporation and the Town.

Dated: June 2, 1995

State Cable TV Corporation

by:   
Michael J. Angelakis  
Its President

Board of Selectmen





## FRANCHISE AGREEMENT

An ordinance granting to State Cable TV Corporation an exclusive permit to construct, operate and maintain a distribution system for television, radio and other audio-visual signals throughout the Town of Bartlett, New Hampshire and setting the terms and conditions of the permit, and establishing bonding and insurance requirements of the permit. Be it ordained by the Town of Bartlett.

### SECTION 1

The Town of Bartlett hereinafter referred to as the Town, hereby grants to State Cable TV Corporation, hereinafter called the Grantee, and to its successors and assigns, the right and authority to install, maintain and operate a transmitting and distribution system for television, radio and other audio-visual electrical signal distribution with two-way capability in, over, on and under the streets, alleys and public highways of the Town, and to erect poles, with or without cross arms, and to stretch wires and cables on, across and under all streets; to maintain and use the same for the purpose of constructing and operating a transmitting and distribution system for television, radio and other audio-visual signal distribution.

### SECTION 2

All poles, cables, wires, antennae, conduits or appurtenances shall be constructed and erected in a workmanlike manner. The Town shall not be held liable for any disturbance of Grantee's installation resulting from the altering, repairing or installation of streets or sewer or water installations. Grantee shall, at its own expense, move or relocate any of Grantee's installations, at the request of the Town, whenever or wherever Grantee's installations are found by the Town to interfere with the Town's streets, street grade, sewer or water installations, or any proposed changes thereof, or extensions thereto. This ordinance shall not be construed as to deprive the Town of any rights or privileges which it now has, or may hereafter have, to regulate the use and control of its streets.

### SECTION 3

All the construction of the Grantee, including installation shall conform to the National Electric Safety Code, the statutes of the State of New Hampshire, and all ordinances of the Town. Grantee shall provide for public examination the strand maps indicating routes of trunk and feeder cables.

### SECTION 4

Grantee shall lay all cables, wires and lines both on the public and private properties of the Town at its own expense, but Grantee shall have the privilege of charging its customers both a connection fee to bring the service to their properties and a monthly fee for their continued use of the service. Grantee may also negotiate with owners of private properties in the event that extraordinary construction is required for delivering the cable to the home. Extraordinary construction shall be considered to be labor and materials required to provide service to buildings located more than 150 feet from the television cable or to provide underground service. Where extraordinary construction is required, connection fees will be charged on the basis of time and materials at cost or on a negotiated basis, whichever is less.

### SECTION 5

The Grantee shall indemnify and save the Town harmless from any and all liability, damage or expenses from accident or damage, either to itself or to persons or property of others, which may occur by reason of the Grantee's activities in the cable television business. For this purpose and prior to commencing construction of any kind, the Grantee shall have in full force and effect and thereafter so maintain the same at all times, and file evidence thereof with the Town Clerk, a good and sufficient policy of insurance with liability limits of \$1,000,000 for property damage, \$1,000,000 for personal injury to each person, and \$1,000,000 for each accident. The said policy shall protect the Town from and against any and all claims, actions, suits, liability, expense or damage of any kind or description which may accrue to or be suffered by the Town or by anyone by reason of the construction, maintenance or operation of Grantee's facilities.

## SECTION 6

Approval by the franchising authority is required before monthly rates and normal installation rates for basic cable service may be initiated. (The franchising authority is interpreted to be the Board of Selectmen). The rate schedule at the time of the signing of this contract is set forth in Appendix: Rates. The Grantee may request a rate increase by filing with the franchising authority a notice of request for a rate increase along with a revised schedule of rates. If no action is taken by the franchising authority within 30 days, the franchising authority will be deemed to have approved the rate changes and the new rates will become effective immediately. Rate increases requested by the Grantee shall be granted by the franchising authority provided they are reasonable in the light of increased operating expenses.

## SECTION 7

The Town specifically will have no involvement in the rates charged for leased or rented equipment or time, or any closed circuit, or pay cable or limited use of special channels, or production charges by the company to parties producing programs, including those which may be viewed over the entire system.

## SECTION 8

Grantee shall pay the Town three (3) percent of the revenues received by Grantee from monthly subscriber service and pay service subscribers within the corporate limits of the Town as now or hereafter constituted. Income from installations and construction charges and any required subscriber deposits will not be included in the computation of the 3% payment. Said payments shall be made annually. The Selectmen and/or their representative body shall have the right to inspect the records of the Grantee at any reasonable time for the purpose of ascertaining accurately what the actual gross receipts of Grantee may have been for cable television service for past years and/or for the present year.

## SECTION 9

The Grantee agrees to maintain a maintenance service which shall be promptly available to subscribers upon telephone request.

#### SECTION 10

The Town reserves the general right to see that the system of the Grantee is constructed and maintained in a safe condition. If the Town at any time finds that an unsafe condition does exist, it may order the Grantee to make necessary repairs forthwith, and if the Grantee shall fail to forthwith make the necessary repairs, the Town may make them or have them made, and collect all cost and expense thereof from the Grantee. Or, in alternative, after written notice by registered mail to the Grantee to correct and Grantee has not so corrected same or commenced work to correct same within 30 days from receipt of written notice, the Town may terminate this contract.

#### SECTION 11

The Grantee will provide cable service to areas as designated in Appendix; Service Area as the minimum service area. Cable service will be extended beyond the minimum service area at such time that: 1. There is a density of residences no less than 35 homes per one mile, the distance to be measured along existing utility pole routes from the end of the existing television cable; or 2. There are 20 households per one mile who have indicated their willingness to contract for cable service at the prevailing monthly basic service rate for a minimum of one year.

#### SECTION 12

State Cable TV Corporation, at the request of the franchising authority shall provide a free cable outlet to each public school within the service area. In addition, any studios will be made available to the public school system on a regularly scheduled basis for programs produced by school staff members and students.

#### SECTION 13

Grantee agrees to provide a free cable television outlet and free monthly service to each Town office building, within the service area.

#### SECTION 14

The rights and privileges of the permit shall continue for a period of 15 years from the effective date of this ordinance. Grantee may apply for renewal for an additional 15 year term no more than one year or less than 6 months prior to the expiration date. The granting of same shall not be unreasonably withheld. The same procedure shall be followed for succeeding terms.

SECTION 15

If any section, sentence, clause or phrase of this ordinance should be held to be invalid or illegal, the invalidity or illegality thereof shall not affect the validity or legality of any other section, sentence, clause or phrase of this ordinance.

SECTION 16

This ordinance shall go into effect immediately upon passage and acceptance.

STATE CABLE TV CORPORATION

By Edward Upshaw  
President

TOWN OF BARTLETT

By F. V. Hodson  
Chairman, Board of Selectman

By Wesley G. Chandler  
Member, Board of Selectman

By W. H. Kaufmann  
Member, Board of Selectman

Attest:

Paul W. [Signature]  
Town Clerk

(seal)

Approved as to from:

\_\_\_\_\_  
Town Attorney

APPENDIX: SERVICE AREA

Blueberry Village and Attitash Mountain Condominium  
River Run Condominiums  
Rolling Ridge  
Glen Ledge  
Dundee Road to last residence at Mini Motel  
Birchview  
Glenwood  
Allen Road  
West Side Road from Route 302 to Spring Hill Road  
(entrance to Saco Ridge)  
Spring Hill Road Development - Saco Ridge Development  
Sugarwood  
Crawford Pines  
Route 16 to Jackson Town Line  
Linderhoff Development  
Route 302 from House of Color to 3rd pole past Country Motel  
Central residential area of Bartlett Village  
River Street from Route 302 to Saco River Bridge  
Old Route 16

APPENDIX: RATES  
Basic Cable Service  
Residential

INSTALLATION

Primary cable outlet	\$20.00
Each additional outlet	\$10.00
Disconnect service	no charge
Reconnect service	\$10.00

MONTHLY SERVICE

Primary cable outlet	\$10.00
Each additional outlet	\$ 1.75

Commercial

INSTALLATION

Based upon actual cost of materials and labor.

MONTHLY SERVICE

Primary cable outlet	\$10.00
Each additional outlet	\$ 1.75

Premium (Pay) Channels

Optional special events channels will be available at extra charge to be determined by the cable company.

