

**EXTENSION OF THE CABLE TELEVISION  
FRANCHISE AGREEMENT  
BETWEEN  
THE TOWN OF ROLLINSFORD, NEW HAMPSHIRE  
AND  
COMCAST OF MAINE/NEW ENGLAND, INC.**

In its statutory role as Franchising Authority, pursuant to the laws of the State of New Hampshire, the Town of Rollinsford (the "Town") hereby extends the current Cable Television Franchise Agreement (the "Franchise Agreement"), granted to Comcast of Maine/New Hampshire, Inc, formally MediaOne of New England, Inc. ("Comcast"), on July 5, 1972, for a third time, upon the same terms and conditions contained therein, for an additional twelve (12) months until midnight on July 4, 2005 ("Extension"), or until such time as the Franchise is renewed for a longer term, whichever occurs sooner.

This Extension shall under no circumstances be construed or deemed to be a renewal of the Franchise Agreement under either state or federal law(s) or the terms of said Franchise Agreement. The Town and Comcast reserve all of their lawful rights pursuant to all applicable state and federal law(s).

This Extension is subject to the terms and conditions contained in the regulations of the FCC; the Cable Communications Policy Act of 1984 (the "1984 Cable Act"); the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") and all Town, State and Federal statutes and by-laws of general application.

Nothing herein shall be construed in any manner whatsoever as a waiver, release or surrender of any right that the Town and/or Comcast may have under Section 626 and Section 635 of the 1984 Cable Act with respect to this Extension. The Town expressly reserves all of its rights under applicable provisions of the 1984 Cable Act including Section 626. Comcast expressly reserves all of its rights under applicable provisions of the 1984 Cable Act - including Section 626 and Section 635.

The Franchising Authority and Comcast agree to negotiate diligently and in good faith during the twelve (12) month Extension period to finalize a longer term agreement.

In Witness Whereof, this 17<sup>th</sup> day of May, 2004, this Extension is hereby issued by the Board of Selectmen of the Town of Rollinsford, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by Comcast of Maine/New Hampshire, Inc.

**TOWN OF ROLLINSFORD**

By:

Edmund F. Jansen Jr  
Selectman

Albert J. Dionne  
Selectman

Edgar A. Row  
Selectman

Accepted By:

**COMCAST OF MAINE/  
NEW HAMPSHIRE, INC.**

Kevin M. Casey  
Kevin M. Casey  
Senior Vice President  
New England Region



Comcast Cable Communications, Inc.  
676 Island Pond Road  
Manchester, NH 03109  
603.695.1436 Tel.  
603.628.3325 Fax  
www.comcast.com

June 1, 2004

VIA AIRBORNE EXPRESS

Mr. William M. Gardner  
Secretary of State  
State of New Hampshire  
State House, Room 204  
107 North Main Street  
Concord, NH 03301-4989

RECEIVED

JUN 02 2004

NEW HAMPSHIRE  
SECRETARY OF STATE

**Re: *Rollinsford Extension of the Cable Television Franchise Agreement***

Dear Mr. Gardner:

Enclosed for your files is an executed copy of the Extension to the Cable Television Franchise Agreement between the Town of Rollinsford, New Hampshire and Comcast of Maine/New England, Inc. The term of the extension is for an additional twelve (12) months or until midnight on July 4, 2005, unless the parties execute a long term renewal during this time. I have forwarded this document for your records only. I will forward the State a copy of the new Cable Television Renewal Franchise Agreement upon such being executed by both parties.

If you have any questions, please feel free to contact me at (603) 695-1496. Thank you.

Sincerely,

Ronni A. Summerton  
Manager, Franchise Compliance

/ras

Enc.

cc: Board of Selectmen – c/o Rollinsford Town Hall (*Town holds 1<sup>st</sup> original*)  
Elizabeth A. Graham – Comcast Director of Government & Community Affairs (*2<sup>nd</sup> original*)  
Bryan Christiansen – Comcast Manager of Government & Community Affairs



**EXTENSION OF CABLE TELEVISION  
FRANCHISE AGREEMENT  
BETWEEN  
THE TOWN OF ROLLINSFORD, NEW HAMPSHIRE  
AND  
MEDIAONE OF NEW ENGLAND, INC.**

In its statutory role as Franchising Authority, pursuant to the laws of the State of New Hampshire, the Town of Rollinsford (the "Town") hereby extends the current Cable Television Franchise Agreement (the "Franchise Agreement"), granted to MediaOne of New England, Inc., offering services as AT&T Broadband ("AT&T Broadband"), on July 5, 1972, upon the same terms and conditions contained therein, for an additional twelve (12) months until midnight on July 4 2003 ("Extension"), or until such time as the Franchise is renewed for a longer term, whichever occurs sooner.

This Extension shall under no circumstances be construed or deemed to be a renewal of the Franchise Agreement under either state or federal law(s) or the terms of said Franchise Agreement. The Town and AT&T Broadband reserve all of their lawful rights pursuant to all applicable state and federal law(s).

This Extension is subject to the terms and conditions contained in the regulations of the FCC; the Cable Communications Policy Act of 1984 (the "1984 Cable Act"); the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") and all Town, State and Federal statutes and by-laws of general application.

Nothing herein shall be construed in any manner whatsoever as a waiver, release or surrender of any right that the Town and/or AT&T Broadband may have under Section 626 and Section 635 of the 1984 Cable Act with respect to this Extension. The Town expressly reserves all of its rights under applicable provisions of the 1984 Cable Act including Section 626. AT&T Broadband expressly reserves all of its rights under applicable provisions of the 1984 Cable Act - including Section 626 and Section 635.

The Franchising Authority and AT&T Broadband agree to negotiate diligently and in good faith during the twelve (12) month Extension period to finalize a longer term agreement.

In Witness Whereof, this 1 day of July, 2002 this Extension is hereby issued by the Board of Selectmen of the Town of Rollinsford, New Hampshire, as Franchising Authority, and all terms and conditions are hereby agreed to by MediaOne of New England, Inc., offering services as AT&T Broadband.

**TOWN OF ROLLINSFORD**

By:

Edmund F. Jansen, Jr.  
Selectman

Albert J. Dionne  
Selectman

Michael J. Rhode  
Selectman

\_\_\_\_\_  
Selectman

\_\_\_\_\_  
Selectman

Accepted By:

**MEDIAONE OF NEW ENGLAND, INC.,**  
offering services as **AT&T BROADBAND**

David J. Graia  
Senior Vice President  
Northeast Region

*expired* 7-~~5~~-2002

AMENDMENT TO THE CONTRACT & LICENSE

DATED JULY 5, 1972

WHEREAS, Continental Cablevision of New Hampshire, Inc. proposes to rebuild the Rollinsford cable television system to provide 52 channel capacity, the addition of new programming services, the extension of the service area, and other features; and

WHEREAS, Continental has performed in accordance with the terms and conditions of the original Contract and License and any amendments hereto;

THEREFORE, BE IT RESOLVED, that Section 23 entitled "Duration and Acceptance of Agreement" shall be and hereby is amended to read in its entirety:

- (a) The rights and privileges hereby granted are for a term of fifteen (15) years from and after the expiration date of the License extension, which extension will be exercised on July 5, 1987, unless the same be sooner voluntarily surrendered by the Grantee with the consent of the Board of Selectmen of the Town of Rollinsford, or unless the same be sooner forfeited as provided by law.
- (b) Grantee may renew this License for additional terms; not to exceed fifteen (15) years, and the Board of Selectmen shall grant such renewal if it finds Grantee has met the following conditions:
  - i. The Grantee has substantially complied with the material terms of the License and with applicable law.
  - ii. There has been no material change in the legal, technical, or financial qualifications of the Grantee that would substantially impair the continued provision of service by Grantee.





CONTRACT AND LICENSE BETWEEN  
THE TOWN OF ROLLINSFORD  
and  
CONTINENTAL CABLEVISION OF NEW HAMPSHIRE, INC.

This Agreement entered into this 5 th day of July, 1972, by and between the Town of Rollinsford, a municipal corporation organized and existing under the laws of the State of New Hampshire and having its principal place of business at Main Street, in the Town of Rollinsford, County of Strafford, and the State of New Hampshire, hereinafter called the "Town" and Continental Cablevision of New Hampshire, Inc., hereinafter called the "Operator."

Witnesseth: That in consideration of the Agreement to be performed, the parties hereto agree as follows:

1. Definitions. For the purposes of this Agreement, the following terms, phrases, words, and their derivation shall have the meaning given herein. When not inconsistent with the context words used in the present tense include the future, words in the plural number include the singular number, and the words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

a. "Town" is the Town of Rollinsford

b. "Selectmen" is the Town Selectmen of the Town of Rollinsford

c. "Community Antenna Television System," hereinafter referred to as "CATV System" or "system," means a system of coaxial cables or other electrical conductors and transmission equipment used or to be used primarily to receive television or radio signals directly or indirectly off-the-air and other related services and transmit them to subscribers for a fee.

d. "Person" is any person, firm, partnership, association, corporation, company, or organization of any kind.

e. "Operator" is the party of the second part to this Agreement or anyone who succeeds it in accordance with the provisions of this Agreement.

2. Grant of Authority.

a. There is hereby granted by the Town to the Operator the right and privilege to construct, erect, operate, and maintain upon, along, across, above, over, and under the streets, all public ways and public places now laid out or dedicated, and all extensions there, and additions thereto, in the Town, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the

maintenance and operation of a CATV system for the interception, sale, and distribution of television and radio signals and for other related services.

b. The right to use and occupy said streets, alleys, public ways, and places for the purposes expressly herein set forth shall be exclusive.

3. Compliance with applicable laws and ordinances. The Operator shall at all times during the life of this Agreement be subject to all lawful exercise of the police power by the Town and to such reasonable regulation by the Town as the Town shall hereafter provide. The Operator shall comply with all laws, statutes, codes, ordinances, rules, or regulations applicable to its business.

4. Territorial area involved. This Agreement relates to the present territorial limits of the Town and to any area henceforth added thereto during the term of this Agreement; given, however, that the Operator shall not be required to build those sections of the Town that do not meet its general density standard of ten homes per 1,000 (thousand) strand feet of cable or 50 homes per strand mile of cable.

5. Liability and indemnification.

a. The Operator shall pay all damages and penalties which the Town may legally be required to pay as a result of the grant of authority to it under the terms of this Agreement.

These damages or penalties shall include all damages arising out of the installation, operation, or maintenance of the CATV system, authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Agreement.

b. The Operator shall pay all expenses incurred by the Town in defending itself with regard to all damages and penalties mentioned in subdivision "a" above. These expenses shall include all out-of-pocket expense, such as attorney fees, and shall also include the reasonable value of any services rendered by the Town Attorney or his assistants or any employees of the Town.

c. The Operator shall maintain throughout the terms of this Agreement liability insurance insuring the Town and the Operator in the minimum amounts of:

(1) \$250,000 for bodily injury or death to any one person, within the limit, however, of \$500,000 for bodily injuries or death resulting from any one accident.



(2) \$50,000 for property damage resulting from any one accident.

(3) The insurance policy obtained by the Operator in compliance with this section must be approved by the Town Selectmen and such insurance policy shall be filed and maintained with the Town Selectmen during the term of this Agreement.

6. Color TV. The facilities used by the Operator shall be capable of distributing color TV signals; and when the signals the Operator distributes are received in color, they shall be distributed in color where technically feasible.

7. Signal Quality Requirement. The Operator shall:

a. Produce a picture, whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production TV sets in good repair, and as good as the state of the art allows;

b. Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross-modulation in the cables or interfering with other electrical or electronic systems;

c. Limit failures to a minimum by locating and correcting malfunctions promptly;

d. Demonstrate by instruments and otherwise to subscribers upon request that a signal of adequate strength and quality is being delivered.

8. Operation and Maintenance of System. The Operator shall render effective and efficient service, make repairs promptly, and interrupt service only in good cause and for the shortest time possible.

9. Carriage of signals. The Operator shall receive and distribute television and radio signals which are disseminated to the general public with and/or without charge by broadcast stations licensed by the Federal Communications Commission and shall distribute other signals, in general, as prescribed by F.C.C. rules and regulations and shall offer other lawful related services.

10. Service to Schools and Other Public Buildings. The Operator shall provide service to public school locations and teaching stations within the cable system for educational purposes upon request by the Town and at no cost to it or to the public school system. However, it is understood that



the Operator shall be reimbursed for its out-of-pocket costs of internal wiring and distribution within said buildings.

11. Emergency Use of Facilities. In the case of any emergency or disaster, the Operator shall make available its facilities to the Town for emergency use during the emergency or disaster period, at the request of the ~~Council~~ or other competent authority of the Town. <sup>Selectmen</sup>

12. Other Business Activities. Neither the Operator hereunder nor any shareholder of the Operator shall engage in the business of selling, repairing, or installing television receivers, radio receivers, within the Town during the term of this Agreement.

13. Safety Requirements.

a. The Operator shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.

b. The Operator shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Safety Code and local ordinances which are applicable.

c. All structures and all lines, equipment, and connections in, or over, under and or upon the streets, sidewalks, alleys, and public ways or places of the Town, wherever situated or located, shall be kept and maintained at all times in a safe, suitable, substantial condition, and in good order and repair.

14. New Developments. It shall be the policy of the Town liberally to amend this Agreement, upon application of the Operator, when necessary to enable the Operator to take advantage of any developments in the field of transmission of television and radio signals and related services which will afford it an opportunity more effectively, efficiently, or economically to serve its customers.

15. Conditions on Street Occupancy.

a. All transmission and distribution structures, lines, and equipment erected by the Operator within the Town shall be so located as to cause minimum interference with the proper use of streets, alleys, and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners whose land may adjoin any of the said streets, alleys, or other public ways and places.

b. In case of disturbance of any streets, sidewalk, alley, public way, or paved area, the Operator shall, at its own cost and expense and in a manner approved by the Town's appropriate authority, replace and restore such street, sidewalk, alley, public way, or paved area in as good a condition as before the work involving such disturbance was done.

c. If at any time during the period of this Agreement the Town shall lawfully elect to alter or change the grade of alignment or rerouting of any street, sidewalk, alley, or other public way, the Operator, upon reasonable notice by the Town shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.

d. Any poles or other fixtures placed in any public way by the Operator shall be placed in such manner as not to interfere with the usual travel on such public way.

e. The Operator shall have the authority, under the supervision of the Town's appropriate 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 and cable of the Operator, except that at the option of the Town such trim may be done by it or under its supervision and direction at the expense of the Operator.

16. Preferential or Discriminatory Practices Prohibited. The Operator shall not, as to rates, charges, service, service facilities, rules, regulations, or in any other respect, make or grant any undue preference or advantage within a given class of subscribers.

17. Removal of Facilities Upon Request. Upon termination of service to any subscriber, the Operator shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

18. Transfer of Agreement. The Operator shall not transfer this Agreement to another person without prior written approval of the Town, which approval shall not be unreasonably withheld.

19. Change of Control of Operator. Continental Cable-vision of New Hampshire, Inc., shall notify the Town Selectmen of any substantial change in its corporate ownership, technical staff, or financial condition.



20. Town Rights in Agreement.

a. The right is hereby reserved to the Town or the Selectmen to adopt, in addition to the provisions contained herein and in existing applicable agreements, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

b. The Town shall have the right, during the life of this Agreement to install and maintain free of charge upon the poles of the Operator any wire and pole fixtures necessary for a police alarm system, or traffic control system on the condition that such wire and pole fixtures do not interfere with the CATV operation of the Operator.

c. The Town shall have the right to inspect the maps, plans, and other like materials of the Operator at any time during normal business hours.

d. At the expiration of the term for which this Agreement is granted, or upon its termination and cancellation, as provided for herein, the Town shall have the right to require the Operator to remove at its own expense all portions of the CATV system on all public ways within the Town.

e. The Town shall have the right to supervise all construction or installation work performed subject to the provisions of this Agreement and make such inspections as it shall find necessary to insure compliance with the terms of this Agreement and other pertinent provisions of law.

f. The Operator shall pay to the Town annually an amount equal to three percent (3%) of the annual gross service income from its customers in Rollinsford.

21. Maps and Plats. The Operator shall, upon request, file with the Town Clerk true and accurate maps or plats of all existing installations.

22. Forfeiture of Agreement. If the company shall fail to comply with any of the provisions of this grant or shall default in any of its undertakings or obligations hereunder and shall fail within 30 days after receipt of written notice from the Town of Rollinsford to correct such default or non-compliance, then the Town shall have the right, after a full and complete 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 the company shall not be sufficient grounds for revocation.

23. Duration and Acceptance of Agreement.

a. This Agreement and the right, privileges, and authority granted shall take effect and be in force from and after the date first above written and shall continue in force and effective for a fifteen year term with an automatic renewal for an additional 15 years thereafter, subject to the provisions of Section 22 above, provided that within thirty (30) days after the date of the passage of this Agreement the Operator shall file with the Town Clerk its unconditional acceptance of this Agreement and promise to comply with and abide by all its provisions, terms, and conditions. Such acceptance and promise shall be in writing duly executed and sworn to by or on behalf of the Operator before a notary public or other officer authorized by law to administer oaths.

b. Should the Operator fail to comply with subsection "a" above, it shall acquire no rights, privileges, or authority under this Agreement whatever.

24. Erection, Removal, and Common User of Poles. Poles or other wireholding structures may be erected on public land by the Operator subject to the approval of the Town Engineer with regard to location, height, type, and any other pertinent aspects.

25. Rates

a. The rates and charges for CATV system distributed hereunder by the Operator shall be fair and reasonable, but shall not exceed the following schedule adjusted annually in accordance with changes in the U. S. Bureau of Labor Statistics, Consumers Price Index.

	<u>NORMAL RESIDENTIAL CUSTOMERS</u> <u>DESCRIPTION OF SERVICE 1*</u>	<u>ONE TIME</u> <u>CHARGE</u>	<u>MONTHLY</u> <u>SERVICE RATE</u>
(1)	Original primary service connection, including tapping device, lead-in cable, transformer and fitting for one television receiver.	\$9.95 2*	\$5.25
(2)	Each additional active outlet installed for a primary subscriber within a single dwelling unit receiving primary service, including cable, cable divider transformer, and fittings for one additional television receiver.	\$5.00 2*	\$1.50



(3)	Move or rearrangement of a subscriber's drop and/or the associated wiring within a premises. Relocation charge per outlet.	\$5.00	0
(4)	Restoring the previously existing service at a premises after disconnection of said service requested by the subscriber or after disconnection by the Operator for non-payment.	\$5.00	0
(5)	Reinstallation of primary service for a previous subscriber at a new premises concurrent with or following said subscriber's moving to said premises.	\$5.00	0

1\* Charge for other than normal residential customers shall be fair and reasonable and mutually agreed upon by the Operator and the Town Selectmen.

2\* Charge will be waived for normal home installation throughout the Operator's initial construction period.

b. The Operator may require a deposit from or refuse service to any applicant for bonafide credit reasons and may levy reasonable collection charges on delinquent accounts.

c. The Town Selectmen shall have the power, authority, and right to cause the Operator's rates and charges to conform to the provisions of subsection "a" hereof, and for this purpose shall have access at any time during regular business hours to all pertinent customer records and accounts.

d. The Operator shall receive no deposit or penalty from any subscriber or potential subscriber except in accordance with the provisions of subsection "b" hereof.

e. If in the future the State of <sup>New Hampshire</sup> ~~Maine~~ regulates the rates of the Operator for the service provided for in this Agreement, this Section shall be of no effect during such State regulation to the extent of any conflict therewith.

f. The Operator reserves the right to establish special rates and charges for special categories of customers, such as hotels, motels, apartment houses, and TV dealers provided, however, that such charge shall be fair, reasonable, and non-discriminatory within each such category.

g. The Operator will not use the cable system to offer so-called "pay television" service (i.e., services on a "pay by the program" basis) without the prior written consent of the Town Council. SCHEDULEN.

26. Publication Costs. The Operator shall assume that cost of publication of this Agreement as such publication is required by law and such is payable in advance.

27. Separability. If any section, subdivision, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent 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.

28. The Company will begin construction within six months and complete construction within one year from their acceptance of this Agreement. Failure to meet the schedule herein set forth shall not be cause for forfeiture of this contract provided the Company has proceeded with due diligence and used its best efforts to obtain such necessary permits and authorization.



IN WITNESS WHEREOF, the TOWN OF ROLLINSFORD has caused this Contract and License to be duly executed in its name and behalf of the Inhabitants of the Town of Rollinsford by its Town Selectmen and its corporate seal is hereunto duly affixed; and CONTINENTAL CABLEVISION OF NEW HAMPSHIRE, INC., has caused this Contract to be duly executed in its name and behalf by Mr. Robert W. Phelps, its Manager in Portsmouth, New Hampshire, and its corporate seal to be hereunto duly affixed; all being duly authorized to act in their respective capacities, as of the day and year first above written.

WITNESS:

Romeo Thorne

TOWN OF ROLLINSFORD

By George A. Leach  
Jean P. Dismore  
Ronald C. Bisson

ITS TOWN SELECTMEN

CONTINENTAL CABLEVISION OF  
NEW HAMPSHIRE, INC.

Elizabeth A. DiBella

By Robert W. Phelps  
Robert W. Phelps