

Town of Charlotte Court House

CABLE TELEVISION FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Charlotte Court House, VA, hereinafter referred to as the "Grantor" or "Town" and Shenandoah Cable Television LLC, locally known as Shentel, hereinafter referred to as the "Grantee."

The Grantor hereby acknowledges that the Grantee has substantially complied with the material terms of the current Franchise under applicable law, and that the financial, legal, and technical ability of the Grantee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein.

1. **Definitions:**

- a. "Cable Act" means the Cable Communications Policy Act of 1984, P.L. 98-549, 47 U.S.C. §521 Supp., as it may be amended or superseded.
- b. "Cable System," "Cable Service," "Cable Operator" and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- c. "Council/Board" means the governing body of the Grantor.
- d. "Franchise" means the authorization granted hereunder of a franchise, privilege, permit, license or otherwise to construct, operate and maintain a Cable System within the Service Area.
- e. "Service Area" shall mean the geographic boundaries of the Grantor.
- f. "Streets" means the public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, alleys, all other rights-of-way and easements, and the public grounds, places or water within the geographic boundaries of Grantor.
- g. "Subscriber" means any person lawfully receiving any Cable Service from the Grantee.

2. **Granting of Franchise.**

- a. The Grantor hereby grants to Grantee a non-exclusive Franchise for the use of the Streets and dedicated easements within the Service Area for the construction, operation and maintenance of the Cable System, upon the terms and conditions set forth herein. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal or state law.
- b. The Town's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Grantee's network.
- c. No privilege or power of eminent domain is bestowed by this grant or by this Agreement.

3. **Term.** The Franchise shall be for a term of fifteen (15) years, commencing on the acceptance date of this Franchise.

4. **Use of the Streets and Dedicated Easements.**

- a. Grantee shall have the right to use the Streets of the Grantor for the construction, operation and maintenance of the Cable System, including the right to repair, replace and enlarge and extend the Cable System, provided that Grantee shall utilize the facilities of utilities whenever practicable. The Grantee will follow the Town Ordinance regarding any construction or maintenance work.

- b. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground.
 - c. Grantee shall have the right to remove, trim, cut and keep clear of the Cable System, the trees in and along the Streets of the Grantor.
 - d. Grantee in the exercise of any right granted to it by the Franchise shall, at no cost to the Grantor, promptly repair or replace any facility or service of the Grantor which Grantee damages, including but not limited to any Street or sewer, electric facility, water main, fire alarm, police communication or traffic control. Any Grantor property disturbed by Grantee will be restored to its condition prior to Grantee's work. If Grantee is notified of work that does not meet this condition, Grantee will have 60 days to remedy or be billed by the Town.
5. **Emergency Powers.** In the case of emergency, imminent danger (to health, safety, or property) or unauthorized use of property, Grantee shall remove or relocate Grantee's network in the direct area affected. Grantee will work with the Grantor to coordinate the most efficient movement and repositioning of Grantee's network and limit the impact to Grantee's customers.
6. **Maintenance of the System.**
- a. Grantee shall at all times employ ordinary care in the maintenance and operation of the Cable System so as not to endanger the life, health or property of any citizen of the Grantor or the property of the Grantor.
 - b. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.
 - c. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may, from time to time, be amended.
7. **Service.**
- a. The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Service Area where there is a minimum density of at least thirty (30) residences per linear strand mile of cable (excluding any home subscribing to any satellite service) as measured from Grantee's closest trunk line or distribution cable that is actively delivering Cable Service as of the date of such request for service. If such residence is located within 125 feet of Grantee's feeder cable, the Cable Service will be provided at Grantee's published rates for standard installation. The Grantee may elect to provide Cable Service to areas not meeting the above standard.
 - b. Grantee shall provide Basic Service and one free outlet to each of the following public facilities located within one hundred twenty-five (125) feet of existing service lines of the Grantee and within the jurisdictional limits of the Grantor to include each public school, and each municipal building, annex, armory, fire station, library, police station, public works building and any other local government building in the service area. If it is necessary to extend Grantee's trunk or feeder lines more than 125 feet solely to provide service to any public building, the Grantor shall have the option of paying Grantee's direct costs for such extension or releasing Grantee from the obligation to provide service to such building. No monthly service fee shall be charged for such outlet. Grantee shall provide Basic Service to new construction hereafter for similar public facilities; provided they are within one hundred twenty-five (125) feet of the existing service lines of Grantee.

- c. In the event additional adjacent territory is incorporated within the Town limits, by annexation or otherwise, the Town's and Grantee's rights and duties under this Ordinance shall be deemed to include such additional territory. Grantee shall make cable service available to such annexed area as long as it is economically feasible to do so. As used herein, "economically feasible" shall mean that there are at least 35 occupied homes per linear mile and shall be based upon a measurement taken from the outermost extremity of the potential extension area back through and measured along the shortest path of available streets, alleys, public right of ways and public places now laid out or dedicated for such and contained within such extension area, including any existing System contiguous thereto from which an extension may be made.
 - d. Grantee will adhere to FCC rules and regulations (some of which are listed in Exhibit A).
8. **PEG Channel.** If requested, Grantee will make available one (1) "regional" PEG channel that will be available for the Town of Charlotte Court House.
9. **Communications Sales and Use Tax.** The parties shall comply with all applicable requirements of the provisions of Sections 58.1-645 et seq., of the Code of Virginia (the "Communications Sales and Use Tax"), in their current form and as they may be amended.
10. **Records and Reports.**
- a. The Grantor shall have the right to inspect Grantee's books and records pertaining to Grantee's provision of cable service in the franchise area and compliance under FCC rules. The inspection shall not happen more frequently than once every 24 months. Such inspection may include an audit of all records.
 - b. Annual reports. If requested by the Grantor, no later than March 1 of each year, Grantee shall submit a summary of the following: Subscribers, previous year's activities, and written complaints and resolution.
11. **Insurance/Indemnity.**
- a. Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage. Grantee will also maintain \$1,000,000 for all other types of liability from any one incident (including automobile, worker's compensation, and Employer's liability). Grantee will maintain Umbrella liability insurance above the primary liability policies listed previously, in an amount not less than \$5,000,000. The Grantor shall be designated as an additional insured. Such insurance shall be noncancellable except upon thirty (30) days prior written notice to the Grantor. Upon written request, the Grantee shall provide a Certificate of Insurance showing evidence of the coverage required by this subsection.
 - b. Grantee hereby agrees to indemnify and hold the Grantor, including its agents and employees, harmless from any third-party claims or damages resulting from the actions of Grantee in constructing, operating or maintaining the Cable System. Grantor agrees to give the Grantee written notice promptly of its obligation to indemnify Grantor of receipt of a claim or action pursuant to this section. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of Grantor or for the Grantor's use of the Cable System.
12. **Revocation.**
- a. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee

shall have 30 days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If Grantee has not cured the breach within such thirty (30) day time period or if the Grantor has not otherwise received a satisfactory response from Grantee, the Grantor may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. At the hearing, the Grantor shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript and a certified copy of the findings shall be made available to the Grantee within ten (10) business days. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Grantor *de novo*. The Grantee will bear the expenses for the transcript and certified copy.

- b. Upon revocation of the Franchise, or at the conclusion of this agreement in the year 2035 (absent any renewal of the Franchise or subsequent franchise agreement entered into between the Grantor and Grantee), Grantee agrees to remove the Cable System from the Streets of the Grantor, unless Grantor and Grantee agree that the Cable System can be abandoned in place.

13. **Transfer of Franchise.** All of the rights and privileges and all of the obligations, duties and liabilities created by the Franchise shall pass to and be binding upon the successors of the Grantor and the successors and assigns of the Grantee. The same shall not be assigned or transferred without the written approval of the Town Council, which approval shall not be unreasonably withheld. The process by which the Grantor determines whether to approve a proposed transfer or assignment of the Franchise shall be in accordance with applicable federal law; provided, however, that this section shall not prevent the assignment of hypothecation of the Franchise by the Grantee as security for debt without such approval; and provided further that transfers or assignments of the Franchise between any parent and subsidiary corporation or between entities of which at least 50% of the beneficial ownership is held by the same person, persons, or entities which are controlled or managed by the same person, persons, or entities without the prior approval of the Grantor (“intercompany transfers”). Grantee shall notify Grantor within 30 days of the closing of such intercompany transfer.

14. **Equal Protection.** The Grantor shall not authorize or permit any person providing video programming services and/or Cable Services to enter into any part of the Grantor’s Streets or provide Cable Service on terms or conditions more favorable or less burdensome to such person than those applied to the Grantee pursuant to this Franchise, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law. In the event that Grantor authorizes or provides to any person providing video programming services and/or Cable Services more favorable or less burdensome terms or conditions, this Franchise shall be amended to reflect the more favorable or less burdensome terms and conditions provided to the other party.

15. **Notices, Miscellaneous.**

- a. Every notice served upon the Grantor shall be delivered or sent by certified mail, return receipt requested, to:

Town of Charlotte Court House
P.O. Box 246
Charlotte Court House, VA 23923
Attention: Clerk of Council

and every notice served upon Grantee shall be delivered or sent by certified mail, return receipt requested, to:

Shentel
P.O. Box 459
Edinburg, VA 22824
Attention: Chris Kyle VP – Industry Affairs & Regulatory

With a copy at the same address to: General Counsel

- b. All provisions of this Franchise shall apply to the respective parties, their lawful successors, transferees and assigns.
 - c. If any particular section of this Franchise shall be held invalid, the remaining provisions and their application shall not be affected thereby.
16. **Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.
17. **Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise.
18. **Acceptance and Entire Agreement.** The Grantor and the Grantee, by virtue of the signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise. The Franchise constitutes the entire agreement between the Grantor and the Grantee. No modifications to this Franchise may be made without an appropriate written amendment signed by both parties.

TOWN OF CHARLOTTE COURT HOUSE, VA

Signature: _____

Name/Title _____

David C. Watkins, Jr.

Accepted and approved this 20 day of August, 2020, subject to applicable federal, state and local law.

SHENANDOAH CABLE TELEVISION LLC

Signature: _____

Name/Title _____

Date: 10/1/20

EXHIBIT A:

CUSTOMER SERVICE STANDARDS

- A. The Franchisee shall comply with the customer service standards set forth in 47 C.F.R. §§ 76.309(c), 76.1602, 76.1603, and 76.1619, as such standards may be amended from time to time.
- B. Measurement of the standard in 47 C.F.R. §76.309(c)(1)(ii) may include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after 30 seconds of call waiting.
- C. In addition, no increase in rates or charges shall be implemented unless each Subscriber subject to the increase in rates and charges has been notified of the change at least thirty (30) days in advance of the change. In addition, the Franchisee shall provide oral or written notification of any pending increases to rates and charges to any Person who requests Cable Service or becomes a Subscriber after any approval of increases to rates and charges but before the rate increase becomes effective.
- D. The Franchisee shall employ an operator or maintain a telephone answering device twenty-four hours per day, each day of the year, to receive Subscriber complaints and answer inquiries during Normal Business Hours.
- E. The Franchisee shall establish maintenance service capable of promptly locating and correcting System Malfunctions.
- F. The Franchisee shall maintain a publicly-listed, local toll-free telephone number that shall be available to Subscribers to request service calls, twenty-four hours per day, each day of the year. Under Normal operating conditions, the Franchisee shall Respond not later than the next business day after a service call is received, and corrective action shall be completed as promptly as practicable. Appropriate records shall be made of service calls, showing when and what corrective action was completed.
- G. If requested by a mobility-limited customer, the Franchisee shall arrange for pickup and/or replacement of converters or other Franchisee equipment at the Subscriber's address or by satisfactory equivalent.
- H. In the event that Franchisee fails to provide service to Subscribers for more than twenty-four hours, the Franchisee shall provide the affected Subscribers with a pro rata credit or rebate of the Subscriber's fees paid or payable, upon request by a Subscriber.
- I. The Franchisee shall provide notices of rate or service changes to local franchising authorities simultaneously with Subscriber notification.
- J. The Franchisee shall establish a clear procedure for resolving complaints filed by Subscribers. Complaints may be made orally or in writing, at the complainant's option.
- K. The Franchisee shall provide an initial response to a complaint within five (5) days of its receipt and final response within thirty (30) days after a written complaint is received.
- L. The customer service standards set forth herein shall be in addition to the rights and remedies provided by the Virginia Consumer Protection Act of 1977, as amended.
- M. The Franchisee shall, when practicable, schedule and conduct maintenance on the Cable System so that interruption of service is minimized and occurs during periods of minimum Subscriber use of the Cable System.