

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 17-1400

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, AUTHORIZING THE EXECUTION OF THE NON-EXCLUSIVE 15-YEAR CABLE TV LICENSE AGREEMENT BETWEEN THE TOWN OF PINETOP-LAKESIDE AND CABLE ONE, INC. BY REFERENCE, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN.

WHEREAS, the previous License Agreement has expired and Arizona Revised Statutes §9-506 allows the Town to adopt by resolution the terms to implement and control the License Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Navajo County, Arizona:

Section 1. The Town is authorized to enter into the “*Non-Exclusive 15-Year Cable TV License Agreement*” between the Town of Pinetop-Lakeside and Cable One, Inc.

Section 2. The Town Manager is authorized to execute the Agreement on behalf of the Town.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this resolution or any part of “*Non-Exclusive 15-Year Cable TV License Agreement*,” adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

WHEREAS, the License Agreement is attached as Exhibit “A.”

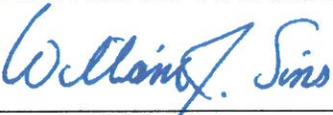
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, hereby approve entering into a Non-Exclusive 15-year Cable TV License Agreement between the Town of Pinetop-Lakeside and Cable One, Inc. and authorize the Town Manager to execute the agreement on behalf of the Town.

PASSED AND ADOPTED by a majority vote of the Mayor and Town Council of the Town of Pinetop-Lakeside in an open meeting on this 6th day of April, 2017.

TOWN OF PINETOP-LAKESIDE


Jerry Smith
Vice Mayor

APPROVED AS TO FORM:


William J. Sims, III
Town Attorney

ATTEST:

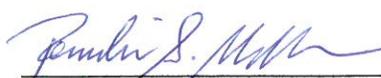

Remilie S. Miller, MMC
Town Clerk



EXHIBIT "A"

NON-EXCLUSIVE 15-YEAR CABLE TV LICENSE AGREEMENT

This “Non-Exclusive 15-year Cable TV License Agreement (the “**License Agreement**”) is by and between the Town of Pinetop-Lakeside (“**Town**”), a municipal corporation and Cable One, Inc. (“**Cable One**”), A Delaware Corporation and is dated as of _____, 2017.

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1. Intent

Cable One, Inc. has requested renewal of its cable communications license from the Town. This License Agreement provides for the Town’s grant to Cable One of authority to continue to provide cable communications service to the residents of the Town and to use the streets and other public rights-of-way in connection with those services. Absent a provision in this License Agreement, or other waiver, neither the Town nor Cable One shall be required to forego any rights it may possess under the First Amendment or any other provision of the United States or Arizona Constitutions, or any statute, regulation, rule or decision of any federal, state or local agency or court having jurisdiction.

2. Definitions

For the purpose of this License Agreement, the following terms, phrases, words, and their derivations shall have the following meanings. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Capitalized terms not defined in this License Agreement shall be given the meanings as defined in the Act. Words not defined in this agreement or the Act shall be given their common and ordinary meanings. Defined terms shall be capitalized.

A. "Act" means the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, Public law Number 98-549, as further amended by the Cable Television Consumer Protection and Competition Act of 1992, Public Law Number 102-385, and as further amended by the Telecommunications Act of 1996, Public Law 104-104. The term "Act" shall include future amendments to the Communications Act of 1934.

B. "Additional Service" means any communication service other than Cable Service, provided over the System by Cable One directly or as a carrier for its Affiliates or any other person engaged in communications services, which may include by way of example but are not limited to, data or other electronic intelligence transmission, voice transmission, facsimile reproduction and interactive services.

C. "Affiliate" means, when used in relation to Cable One, another person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or common control with Cable One; and when used in relation to the Town, any agency, board, authority, or political subdivision affiliated with the Town or other person in which the Town has a legal or financial interest.

D. "Basic Service" means any service tier which includes the retransmission of local television broadcast signals, or such other definition as may be adopted by federal law.

E. "Cable Communications System" means any facility operating by means of coaxial cable, optical fiber, or other transmission lines or forms of transmission, and associated equipment and devices, the primary function of which is to provide Cable Service to Subscribers and Additional Service by receiving, through any means, including, without limitation, coaxial cable, optical fiber, antenna, or satellite or microwave transmission, and distributing video, audio, voice, or data signals, whether originating within the Town or elsewhere.

F. "Cable Service" means the transmission to Subscribers of video programming or other programming services, and Subscriber interaction, if any, which is required for the selection of those services.

G. "Channel" means a frequency band which is capable of carrying either one video signal a number of audio, digital or other non-video signals, or some combination of signals.

- H. "Town" means the Town of Pinetop-Lakeside, Arizona and all of the territory within its present and future boundaries.
- I. "Town Council" means the elected governing body of the Town.
- J. "Days" means, unless other specified, calendar days.
- K. "Drop" means the cable that connects the demarcation point of a Subscriber's home wiring to the nearest feeder cable of the System.
- L. "FCC" means the Federal Communications Commission or any successor agency.
- M. "License" means the rights and obligations extended by the Town to a person to own, construct, maintain and operate a Cable Communications System within the boundaries of the Town.
- N. "License Agreement" means this agreement between the Town and Cable One under which the Town grants a license to CableOne.
- O. "Gross Receipts" has the meaning as set forth in A.R.S. Title 9, Section §9-505(6), as may be amended, including (without limitation): all revenues received directly or indirectly by Cable One, its affiliates, subsidiaries, parent, and any person in which Cable One has a financial interest, in cable television services within the Town, including but not limited to, basic Cable Service monthly fees, pay cable and pay-per-view fees, installation and re-connection fees, late charges, converter rentals.
- P. "Person" means any individual, limited liability company, corporation, partnership, proprietorship, organization, association, group or other entity.
- Q. "Public Rights-of-Way" means the surface of and the space above and below any public street, highway, freeway, bridge, alley, boulevard, sidewalk, parkway, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility rights-of-way in any temporary or permanent fixtures or improvements located thereon now or hereafter owned or controlled by the Town within the corporate limits of the Town.
- R. "Resident" means any person residing in the Town.
- S. "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive, avenue, bridge or any easement dedicated for compatible use or right-of-way now or hereafter held by the Town.
- T. "Subscriber" means any person who subscribes to and pays a fee for Cable Service provided by Cable One.

U. "System" means the Cable Communications System operated by Cable One in the Town.

V. "Cable One" means Cable One Communications, a Delaware corporation, and its successors, assigns and permitted transferees.

3. Term

The term of this License Agreement shall be a period of fifteen (15) years from the date that this License Agreement has been approved and executed on behalf of the Town and Cable One.

4. Acceptance

A. Cable One Acceptance. Acceptance and effective date of this License Agreement shall be reflected by the execution of this License Agreement by Cable One.

B. Cable One Acknowledgments. Cable One acknowledges that it has not been induced to enter into this License Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Town or by any other third person concerning any term or condition of this License Agreement not expressed in this License Agreement.

5. License Non-Exclusive

Cable One's right to occupy and use streets and public rights-of-way is not exclusive. The Town may grant similar licenses for other Cable Communications Systems and may permit others to use its streets and public rights-of-way for other purposes.

6. Sale or Transfer of License

A. Restriction. Cable One's License shall not be sold, assigned, transferred or leased, either in whole or in part, to any person without full compliance with the procedures set forth in this section.

B. Exceptions. The restriction and procedures established by this section shall not apply to the sale, assignment, transfer or lease of the license to any Affiliate of Cable One so long as the sale, assignment, transfer or lease does not result in a change in ownership control of Cable One's operations in the Town.

C. Procedure. The following procedure shall be observed:

1. Request in Writing. The parties to the proposed transfer of this license shall submit a written request to the Town for its approval. The request shall name the transferee and shall provide salient information about the transferee including but not limited to the following:
 - a. Name, addresses and phone numbers.
 - b. Type of business entity (corporation, limited liability company, etc.).
 - c. Current markets the transferee serves.
 - d. Other markets the transferee has served in the past five (5) years with an explanation of why that market is no longer served.
 - e. A history of the transferee business.
 - f. Transferee financial statements for the past three (3) years.
 - g. The names and addresses of Officers and Directors of transferee.
 - h. Names and addresses of any person or entity owning more than ten percent (10%) interest of transferee.
 - i. A list of lawsuits, criminal prosecutions, FCC complaints and other governmental complaints against the transferee for the preceding three (3) years.
 - j. A statement from the transferee indicating the transferee's business plan for the local market including proposed changes in services, proposed changes in rates, proposed changes in equipment, proposed changes in personnel or location and any other information which the transferee deems important.
2. Decision in Writing. The Town shall reply in writing within forty-five (45) days of the request indicating whether it grants or denies its approval; its approval shall not be unreasonably withheld. The Town will be deemed to have approved if it fails to reply within that timeframe.
3. Verification. Cable One shall, within sixty (60) days after the transfer, submit to the Town a copy of the agreement or other written instrument evidencing the sale, transfer, assignment or lease, certified as correct by Cable One.

D. Inquiry into Qualifications. In reviewing a request for sale or transfer, the Town may inquire into the qualifications of the prospective transferee in accordance with applicable law.

E. Acceptance of License Terms Required. In no event shall any transfer or assignment of the license be approved or effective without the transferee executing a document accepting the terms and conditions of this License Agreement.

7. Use of Streets and Public Rights-of-Way

A. Compliance with Zoning and Construction Codes. Cable One shall comply with the terms of the Town's zoning ordinance, building code, and all other applicable ordinances, regulations and laws controlling the location or construction of towers, poles, cables, amplifiers, conduits and other facilities owned, leased and otherwise used by Cable One for a Cable Communications System. This includes requirements to obtain applicable right-of-way permits and to pay applicable plan review, permit or inspection fees. Before Cable One shall make any installations in the public right-of-way, Cable One shall obtain a right-of-way construction permit and submit for approval a map showing the location of such a proposed installation to the Town's Public Works Director.

B. Placement of Facilities. This License Agreement does not alter the Town's governmental power to establish regulations of general applicability on the erection, construction or installation of any facilities which may be constructed, maintained or operated by a person authorized to use and occupy the streets and other public rights-of-way, including a Cable Communications System operator. All new facilities installed or constructed pursuant to this License shall be so located or relocated as to minimize the interference with traffic, or other authorized uses over, under or through public right-of-ways. Activities related to the construction of Cable One's facilities with the rights-of-way such as traffic control, backfilling, compaction and paving and the location or relocation of lines and related facilities shall be subject to the regulations and codes of the Town. Cable One shall comply with those requirements, including obtaining permits prior to excavation and providing maps showing where construction or excavation is planned, and upon completion, submit maps to the Town Public Works Director showing actual construction if any changes are authorized. Any costs or fees charged for such construction shall be in addition to the License Fee payable pursuant to Section 12 of this License Agreement. The Town retains the right to designate where Cable One may place its facilities within the streets and other public rights-of-way.

C. Relocation for Public Improvements:

1. Request of the Town.

a. Governmental Powers. Whenever because of public necessity or the welfare of the public generally, the Town shall elect to change the grade of any Street, or to sell or vacate any Street or other Public Right-of-Way, or to construct or reconstruct any water lines, sanitary or storm sewers, watercourses, drainage ditches, conduits, playgrounds, traffic control devices or other public improvements, Cable One shall, after thirty (30) days written request from the Town, remove and relocate its poles, wires, cables, conduits and other fixtures at Cable One's own expense. Any costs paid or incurred by Cable One pursuant to this Section 7.C.1.a shall be in addition to the License Fee payable

pursuant to Section 12 of this License Agreement.

- b. Town as a Competitor. If the Town or an Affiliate of the Town becomes a competitor of Cable One, nothing in this Agreement shall require Cable One to cease operations or remove its plant or any of its facilities, so long as Cable One wishes to remain and compete.
2. Requests of Other Public or Private Parties. Whenever Cable One is requested or required by another public or private party, including any utility company not affiliated with the Town, to remove and relocate its poles, wires, cables, conduits and other fixtures, the requesting party shall provide thirty (30) days advance written notice. If the removal or relocation is required within a subdivision of the Town where all utility facilities and those of other services, including those of Cable One, are present, the entity shall bear the cost of removing and relocating Cable One's facilities, provided that (i) the Town shall not be liable to Cable One for those costs and (ii) shall have no obligation to enforce the provisions of this Section 7.C.2.

8. Conditions of Street Occupancy

A. General Construction Practices. Cable One's construction practices shall be in accordance with all applicable federal, state and local laws, rules and regulations. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of applicable codes.

B. General Operational Practices. The construction, operation and maintenance of Cable One's plant and equipment, including but not limited to the antenna site, headend and distribution system, towers, house connections, structures, poles, wire, cable coaxial cable, fixtures and practices, shall be performed by experienced maintenance and construction personnel. The System shall be kept in a safe and suitable condition and shall be maintained, repaired and constructed in accordance with the applicable standards, procedures and practices contained in the most recent edition of the National Electrical Code, as that code may, from time to time, be amended by the International Conference of Building Officials, and shall additionally be maintained so as not to endanger or interfere with improvements the Town may deem necessary, or to interfere in any manner with the rights of any property owner, or to unreasonably hinder or obstruct pedestrian or vehicular traffic on Streets or other Public Rights-of-Way.

C. Safety. Cable One shall at all times employ the standard of care attendant to the risks involved and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injury or nuisance to the public, including public employees. Cable One shall not install any aerial cable which, in the reasonable opinion of the Town, obstructs in whole or in part the view of traffic signals and shall relocate on or before 24 hours after receipt of notice, any such cable which obstructs the view of traffic signals as determined by the Town.

D. Leakage. Cable One shall perform leakage monitoring and testing in accordance with FCC rules and regulations. Cable One shall have the right to discontinue its service to any premises where uncontrollable radiation is originating from inside the premises. Upon the Town's request, Cable One shall furnish the Town with copies of the monitoring and testing data and results following Cable One's performance of scheduled leakage monitoring and testing.

E. Underground. In all areas within the Town where the cables, wires and other like facilities of public utilities exist underground, or are required by the Town or by lawful CC&Rs to be placed underground, Cable One shall also place its cables, wires or other facilities underground.

F. Pole Attachments. Cable One shall not construct, erect or maintain any support poles or other properties within the Town for the operation of its System except upon the express permission of the Town, which consent shall not be unreasonably withheld upon a showing of need by Cable One. In all areas of the Town where the cables, wires and other facilities of Cable One are attached to any Town-owned utility poles, Cable One shall maintain those attachments without charge by the Town, other than the payment of the License Fee pursuant to Section 12 of this License Agreement to the Town by Cable One as provided herein.

G. Disturbances. In the case of any damage to a Street or other Public Right-of-Way caused by Cable One during the course of constructing or maintaining its System, Cable One shall, at its own expense, and with due diligence and within a reasonable time, replace and restore all paving, sidewalk, driveway, landscaping or surface of any damaged Street or other Public Right-of-Way in as good condition as before the damage as is possible to the reasonable satisfaction of the Town. All construction, maintenance, repair and restoration of damaged Streets or Public Rights-of-Way shall conform with the construction standards approved in advance by the Town. Any costs paid or incurred by Cable One pursuant to this Section 8.G shall be in addition to the License Fee payable pursuant to Section 12 of this License Agreement.

H. Authority to Trim Trees. Cable One shall have the authority to trim trees which are located upon and overhang the Streets and other Public Rights-of-Way to prevent the branches of trees from coming into contact with Cable One's System.

I. Relocation of Facilities. Cable One shall, upon the request of any applicant for a building moving permit to be issued by the Town, temporarily relocate its wires, cables and other facilities to accommodate the moving of the building, as Cable One shall determine. The reasonable expense of temporary relocation of Cable One's facilities shall be paid by the applicant requesting the permit, and Cable One shall have the authority to establish the reasonable cost of those changes and require payment in advance. Cable One shall be given no less than seven (7) days advance notice to arrange for temporary changes.

9. Design and Operation Provisions

A. Performance Guidelines. The following performance guidelines shall serve as the initial minimum guidelines for the design, installation and operation of the System:

1. Continuous Operation. The System shall be capable of continuous 24-hour daily operation without severe material degradation of signal except during extremely inclement weather, and immediately following extraordinary storms which adversely affect utility services or which damage major System components.
2. Variables for Operation. The System shall be capable of operating over an outdoor temperature range of 20 degrees below zero Fahrenheit to plus 100 degrees Fahrenheit and over variation in supply voltages of plus or minus 5 volts AC, without catastrophic failure or irreversible performance changes.
3. Specifications. The System shall be capable of meeting all specifications as set forth over an outdoor temperature range of 0 degrees Fahrenheit to plus 100 degrees Fahrenheit and at a voltage of 120 with a variation in supply voltages of plus or minus 5 volts AC.
4. Picture and Sound Quality. The System shall be capable of producing an HDTV picture on each Subscriber's properly functioning HD television set that is not materially distorted and materially free from ghost images other than those resulting from ingress which can normally be expected from off-the-air signals, without material degradation of color fidelity. The System shall produce sound that is not materially distorted on any working receiver of a Subscriber.
5. FCC Technical Standards. Should the FCC promulgate technical standards which exceed these performance guidelines, Cable One shall operate its System so that it is capable of operating in accordance with all applicable FCC standards.
6. Blue Stake Center. Cable One shall, if not already a member, become a member of the Blue Stake Center, within thirty (30) days following the effective date of this agreement.

B. Performance Standards. The System shall be designed and installed so as to be capable of operating according to the technical standards and all applicable rules and regulations of the FCC or any future amendments or standards required by the FCC.

C. Test Procedures. Cable One's methods and schedules for testing the System on an ongoing basis shall be in accordance with the then current requirements of the FCC for Cable Communications Systems of similar design and type. A summary of all ongoing tests shall be provided by Cable One for the Town's review, upon the Town's request. Following notice to the Town, and within five (5) days of the Town's request, Cable One shall submit a copy at Cable One's expense of the final report on any proof of performance test conducted by Cable One.

Cable One agrees that, regardless of any changes in FCC standards and requirements (unless preempted by the FCC), the Town may continue to require annual proof of performance tests verified by an independent organization selected by the Town. Both the tests and verification of said tests shall be at the expense of Cable One. When a Subscriber has complained to Cable One directly, or through the Town, about the technical quality of the service received by the Subscriber, and that complaint remains unresolved for thirty (30) days, the Town may request the performance by Cable One, at Cable One's cost, of reasonable tests in addition to those tests performed by Cable One as part of its ongoing testing program, to measure the technical quality of the System in the area of the complaint. Tests performed by Cable One in an effort to resolve the Subscriber complaint need not be duplicated by Cable One.

D. Emergency Alert System. Cable One shall incorporate into its System an Emergency Alert System ("E.A.S.") that conforms in all respects to the requirements of the FCC. Cable One shall instruct the Town in the use of the E.A.S. and shall cooperate with the Town when an actual emergency requires the Town's use of the E.A.S.

1. The Town acknowledges that the current rules of the FCC require that it carry federal and state EAS emergency announcements and that such requirements may not permit Cable One to allow the Town to use the EAS system at that same time.

E. Cable Service to Government and Educational Facilities. There will be no monthly charge for one Basic Service Drop for each governmental facility (Town offices, Library, Police Station, and any other Town owned or leased building where Town employees work, with a limit of five (5) locations outside of the Town Offices, Library and Police Station as stated above, and service shall continue with existing connections to schools in the Town and that are located within three hundred feet (300') from Cable One's existing System. If requested, Cable One will provide one standard definition digital cable channel for the Town's programming.

F. Provision of Cable Service in General. Cable One shall extend and make Cable Service available to each Residential Dwelling Unit or Commercial Property in the Town located within three hundred feet (300') of an existing portion of the System from which extension is technically feasible. Cable One shall extend its System to make Cable Service available to any Residential Dwelling Unit or Commercial Property located more than three hundred feet (300') from the System if the owner agrees to pay for the extension on a time and materials basis.

G. Maps. Cable One shall maintain true and accurate maps or plats of all existing and proposed installations of the System. The maps or plats by applicable section shall be made available to the Town upon request in order to address specific Town projects.

10. Operation and Maintenance Provisions

A. Customer Service Standards. Cable One shall furnish, render and sell Cable Service to its Subscribers in a manner which conforms to the FCC Customer Service Standards, as amended from time to time and so long as those standards exist, and with the following specific standards:

1. System Office Hours and Telephone Availability.
 - a. Cable One will maintain a local, toll-free or collect call telephone access line which shall be available to cable Subscribers twenty-four (24) hours a day, seven (7) days a week.
 - i. Trained representatives of Cable One will be available to respond to Subscriber telephone inquiries during normal business hours, Monday through Friday between 8:00 a.m. and 5:00 p.m., as defined herein.
 - ii. After normal business hours, an access line will be available to be answered by a service or an automated response system, including a phone answering system. Inquiries received after normal business hours must be responded to by a trained representative of Cable One on that business day.
 - b. Under normal operating conditions, each of the following five (5) standards will be met not less than eighty-five percent (85%) of the time, as measured by Cable One on a quarterly basis:
 - i. Telephone answer time by a customer representative, including waiting time, will not exceed sixty (60) seconds from when the connection is made.
 - ii. If the call needs to be transferred, transfer time will not exceed sixty (60) seconds.
 - iii. Subscribers will receive a busy signal less than five percent (5%) of the time.
 - iv. Service calls will be accomplished the same business day or the next. A business day is Monday through Friday from 8:00 A.M. until 5:00 P.M., Arizona time.
 - v. Billing, disconnects and other business will be accomplished by the next business day. Cable One shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards set forth above unless an historical record of complaints indicates a clear failure to comply with such standards.

- c. Bill payment locations will be open at least during normal business hours as defined herein and will be conveniently located.
2. Installations, Outages and Service Calls.
- a. Under normal operating conditions, each of the following standards will be met no less than ninety percent (90%) of the time, as measured by Cable One on a quarterly basis:
 - i. Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to one hundred twenty-five feet (125') from the existing cable system.
 - ii. Excluding conditions beyond its control, Cable One will begin working on service interruptions, as defined herein, promptly and in no event later than twenty-four (24) hours after the interruption becomes known to Cable One. Cable One will begin actions to correct other service problems the next business day after notification of the service problem.
 - iii. Notice of Service Interruptions which are expected in advance by Cable One shall be given to all Cable One customers as soon as Cable One has knowledge of the likelihood of an interruption. The Notice shall be in writing if possible but shall include notice broadcast by Cable to all customers.
 - b. Cable One shall not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. The appointment may be rescheduled as is necessary, but shall not be canceled unless by Subscriber request.
 - c. If a representative of Cable One is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted by Cable One. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.
 - d. Cable One shall keep current records of all service calls from subscribers showing dates of call and date of resolution, which records shall be subject to review by the Town.

3. Communications between Cable One and Subscribers.
 - a. Notifications to Subscribers.
 - i. Cable One shall provide written information on each of the following areas at the time of installation of Cable Service, at least annually to all Subscribers, and at any time upon the request of a Subscriber:
 1. Products and Cable Service offered;
 2. Prices and options for Cable Service and conditions of subscription;
 3. Installation and service maintenance policies;
 4. Instructions on how to use the Cable Service;
 5. Channel positions of programming carried on the cable system;
 6. Billing and complaint procedures, including the address and telephone number of the cable office which serves the Town's residents.
 - ii. Subscribers will be notified of any changes in rates, programming services or channel positions as soon as practicable through announcements on the cable system and in writing. Notice will be given to Subscribers and the Town a minimum of thirty (30) days in advance of such changes if the changes are within the control of Cable One. In addition, Cable One shall notify Subscribers thirty (30) days in advance of any significant changes and any other information required by the preceding paragraph.
 - iii. Billing.
 1. Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, Basic Service, premium service, and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.
 2. In case of a billing dispute, Cable One will respond to a written complaint from a Subscriber within thirty (30) days from receipt of the complaint.
 3. Refund checks will be issued promptly, but no later than either: (i) the Subscriber's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier.
 4. Credits for service will be issued no later than the Subscribers next billing cycle following the determination that a credit is warranted.

5. Definitions. For purposes of this Section, the following definitions shall apply:
 - a. Normal Business Hours. The term "Normal Business Hours" means Monday through Friday, 8:00 a.m. to 5:00 p.m., Arizona time.
 - b. Normal Operating Conditions. The term "Normal Operating Conditions" means those service conditions which are within the control of Cable One. Those conditions which are not within the control of Cable One include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, cable network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of Cable One include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.
 - c. Service Interruption. The term "Service Interruption" means the loss of picture or sound on one or more channels.
6. Policies and Practices. Cable One shall have authority to promulgate, consistent with the terms of this License Agreement, the Act, and any other applicable federal, state or local laws, rules, policies, prices and Subscriber practices as are reasonably necessary for its business including installation and disconnection policies, delinquent accounts collection procedures and late penalty charges.
7. Refunds to Subscribers. If for any reason any Subscriber terminates any monthly service prior to the end of a prepaid period, a prorated portion of any prepaid Subscriber service fee, using the number of days within the billing period as a basis, shall be credited to the Subscriber's account by Cable One.
8. Maintenance and Complaints.
 - a. Telephone Access. Cable One shall establish and maintain at least one (1) publicly listed toll free telephone number through which Subscribers may register service complaints, request service and conduct other business. Any telephone used to receive Subscriber complaints and requests for repairs shall be operated twenty-four (24)

hours a day, seven (7) days a week. Telephone equipment shall be available to permit persons with hearing impairments to communicate with the operator.

- b. Regular Office Hours. Cable One's office staff will maintain regular office hours from Monday through Friday. Complaints concerning billing, employee courtesy, programming, safety, Cable One's operational policies or any other matter raised by a Resident, shall be handled during those hours.
- c. Repair Force. Cable One shall maintain a sufficient repair force of technicians that shall respond to Subscriber complaints, loss of service or requests for repair.
- d. Resolution of Complaints. Cable One shall use its best efforts to resolve complaints as soon as practicable after the date complaints are received.
- e. Prorated Billing Credit for Service Interruption. Upon a subscribers notification to Cable One of a service interruption, that Subscriber's account shall be credited a prorated share of the monthly charge for the service if under Normal Operating Conditions, the Subscriber is without service for any reason, except Subscriber-inflicted damages to Cable One's equipment, for a period exceeding twenty-four (24) hours.
- f. Complaints Received by the Town. All Subscribers and Residents may direct complaints and inquiries regarding Cable One's service or performance to the Town. The Town will promptly forward those complaints and inquiries to Cable One for handling.

11. Government and Educational Channels

A. Government Channel Established. If requested, Cable One shall provide one channel or a shared channel with the City of Show Low currently designated as Channel 72, for use by the Town to present non-commercial local governmental information of interest to Subscribers in the Town (the "Government Channel"). The Town may provide this service itself or may designate another agency or person to provide this service for the Town.

B. Obligations of Cable One. If requested, Cable One shall accommodate Town's use of a mutually agreeable site, such as Town offices or elsewhere, for a production studio (the "Studio"). Cable One shall interconnect the Studio to the headend of the System for distribution of the programming of the Town's Government Channel at no cost to the Town. Cable One shall provide advice regarding acquisition, maintenance and use of the Studio and production equipment that may be obtained for that purpose by the Town.

C. Educational Channel Established. The Town agrees that the Government Channel shall be available for use by the educational institutions indicated in this section C. At such time that there is no longer time available on the Government Channel for educational programming, Cable One shall dedicate one full-time activated channel, for non-commercial, educational access programming to Subscribers during the term of the Franchise granted herein (the "Educational Channel"). The Educational Channel may be utilized by the Town and Show Low and Blue Ridge School Districts and Northland Pioneer Community College together with other public schools located within the Town. Cable One shall cooperate with the schools in providing reasonable amounts of necessary technical advice and/or services needed to maintain the interconnection required to present the Educational Channel on the System and/or to cablecast educational programming to the Town's residents. All technical assistance and advice provided by Cable One to the schools shall be at Cable One's sole cost and expense.

D. Shared Channels. The parties agree that all government and school entities entitled to share the non-commercial governmental or educational access channel(s) shall work together for scheduling. Cable One shall be obligated only to deal with the Town with respect to scheduling programming on the non-commercial governmental and educational access channel(s). Cable One will work with all allowed users to schedule programming and resolve conflicts. One of the purposes of this Agreement is to authorize Cable One to have a single point of contact, the Town, for all governmental and educational access programming which originates within the "node" which serves the Town.

E. Cable One Held Harmless. To the extent permitted by law, the Town shall indemnify, defend and hold harmless Cable One, its officers, employees, agents, licensees and Affiliates from and against any and all claims, judgments, costs, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of or in connection with the use of the Government Channel, including, but not limited to, the presentation of programming on the Governmental Channel. The schools that produce or provide any programming for the Educational Channel, shall indemnify, defend and hold harmless Cable One, its officers, employees, agents, licensees and Affiliates from and against any and all claims, judgments, costs, liabilities, damages, and expenses (including reasonable attorney's fees) arising out of or in connection with the use of the Educational Channel, including, but not limited to, the presentation of programming on the Educational Channel; provided that the Town shall have no obligation to enforce the indemnity obligations of this section against such schools.

F. Obscene Material. The Town shall prohibit on the Government Channel or Educational Channel any programming which contains obscene material, indecent material, or material soliciting or promoting unlawful conduct. The Town may require: (a) any person designated by the Town to manage the operation of the Government Channel, and (b) any school that produces or provides programming to the Educational Channel, to certify that the programming on the Government Channel or Educational Channel, respectively, does not contain any obscene material, indecent material, or material soliciting or promoting unlawful conduct, and that reasonable efforts will be undertaken to ensure that any live programming does not contain that material.

12. License Fee

A. Payment to Town.

1. Use of Streets/Cost of Regulation. In consideration of the rights, powers and privileges, permission and authority granted by this License Agreement, for use of the Town's Streets and other Public Rights-of-Way, Cable One shall pay to the Town a license fee in an amount equal to three percent (3%) of its Gross Revenues as defined in ARS §9- 505(6), as may be amended, received from the operation or lease of the System in the Town.
2. Payment of Fee. Payment of license fees shall be in lieu of all occupational, pole attachment or other license fees or charges imposed by the Town, other than generally applicable business license fees and any fees or charges imposed by the Town as a condition of issuing construction permits.
3. Taxes of General Applicability. This License Agreement does not prohibit the Town from imposing on Cable One, as part of a group of businesses or activities, any tax, fee or assessment of general applicability that is not discriminatory against operators of Cable Communications Systems or their Subscribers.
4. Quarterly Payments. License fee payments shall be made within thirty (30) days after the expiration of each quarter year ending December 31, March 31, June 30, and September 30, that is, January 30, April 30, July 30, and October 30. Each payment shall be accompanied by a statement of Gross Receipts received for the quarter in connection with the operation of the System in the Town, and a report showing the computation of the fees.
5. Acceptance of Payment Not Accord or Release. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of payment be construed as a release of any claim the Town may have for further or additional sums payable under the provisions of the License Agreement.

6. Late Payment. In the event that any payment is not made on or before the applicable date fixed in this section, Cable One shall pay, as additional compensation, an interest charge, computed from that date, as the annual rate equal to the commercial prime interest rate at prevailing prime interest rate in effect upon the due date plus two (2) percentage points.
7. Early Termination of License Agreement. In the event this License Agreement is terminated for any reason before its normal termination date, the license fee shall be prorated to reflect the time elapsed since the last payment was made to the Town. Cable One shall pay to the Town not later than thirty (30) days following termination of the license the required percentage of Gross Receipts.

13. Audits

A. Conducting Audits. At the Town's expense, the Town may arrange for and conduct audits of the necessary financial records of Cable One for the purpose of verifying License fees and privilege taxes. In the event that Cable One has failed to pay either license fees or privilege taxes in an amount which exceeds ten percent (10%) of the amount actually owed in any one (1) year, then the cost of the audit shall be paid by Cable One. Audits may be conducted by any qualified accounting professional designated by the Town. The Town shall notify Cable One at least seven (7) days prior to the date it will begin reviewing Cable One's records. At that time the Town will, to the best of its ability, describe the records and documents it wants to review, and Cable One shall make that portion of its books and records as may be relevant to the determination of Gross Receipts and License fees due available for inspection. However, Cable One shall not be required to make any portion of its books and records available if it reasonably believes making those books and records available would violate applicable law, including without limitation the privacy provisions contained in the Act. If the Town or any Affiliate of the Town shall construct or operate a Cable Communications System in the Town, then any audits conducted pursuant to this section shall be conducted by an independent auditor who has agreed in advance only to verify License fees and not to disclose any portion of Cable One's books and records or other proprietary information to the Town. Cable One's records shall be reviewed during normal business hours at a convenient time and place made available by Cable One. Those records shall remain on the premises of Cable One during the review. The Town is not obligated to pay Cable One's costs in responding to the Town's audits.

B. Access to Records. In addition to access to the records of Cable One for financial audits, Cable One shall make available to the Town, upon seven (7) days written notice to Cable One, and the Town shall have the right to inspect, such books, records, maps and other materials of Cable One that are necessary to verify compliance with the terms of this License Agreement, at Cable One's local business office, during normal business hours and on a non-disruptive basis. The records subject to inspection shall include, but not necessarily be limited to, all public records required to be kept by Cable One in a public file pursuant to the rules and regulations of the FCC.

14. Liability Insurance

A. Insurance Required. Cable One shall maintain, throughout the term of this License Agreement, liability insurance insuring Cable One and the Town against all damages described in Section 14 in the minimum amounts of:

1. \$2,000,000 for property damage to any one person;
2. \$5,000,000 for property damage in any one accident;
3. \$2,000,000 for personal bodily injury or death to any one person or individual; and
4. \$5,000,000 for personal bodily injury or death in any one accident.

B. Certificate of Insurance. Cable One shall submit a certificate of insurance to the Town confirming that a satisfactory policy is in effect, which policy shall be renewed on its anniversary throughout the term of this License Agreement. The policy shall contain a separate endorsement requiring the insurance company to notify the Town in writing of any change in, or cancellation of, the policy at least ten (10) days prior to any change or cancellation.

C. All insurance policies required hereunder shall name the Town as an additional insured, shall be primary and non-contributory and shall contain a waiver of subrogation.

15. Indemnification and Damages

A. Indemnification of Town Officials. Cable One shall indemnify, defend and hold harmless the Town, the members of the Town Council, including the Mayor, and all other officials, the Town Attorney, employees and agents, boards or commission, when acting in their capacities as municipal officials, employees or agents, boards or commissions, from and against any and all claims, suits and actions, liability and judgment for damages or otherwise:

1. Damage to Person or Property. For actual or alleged injury or death to individuals, or damage to property, in any way arising out of or through, or alleged to arise out of or through, any act or omission of Cable One or its officers, agents, employees or contractors, or to which Cable One or its officers, agents, employees or contractors acts or omissions to the extent of its involvement;
2. Violation of Rights or Interests. Arising out of or alleged to arise out of any claim for damages, with respect to Cable One's operation of a Cable Communications System, for invasion of the right of privacy, defamation of any person, or the violation or infringement of any copyright, trademark, trade name, service mark or patent, or any other right of any person; or
3. Statutory Violations. Arising out of or alleged to arise out of Cable Ones failure to comply with the provisions of any statute, regulation or ordinance of the United States, the State of Arizona, or the Town.

B. Defense of Actions. Nothing in this License Agreement shall prevent a party indemnified and held harmless by another from participating in the defense of any litigation by its own counsel at its sole expense. That participation shall not under any circumstances relieve the indemnifying party from its duty defending against liability or paying any judgment entered against that party.

C. Town's Negligence or Willful Misconduct. Notwithstanding anything to the contrary contained in this section, the Town shall not be indemnified or reimbursed in relation to any matter, in any action, suit or proceeding: (a) arising out of the operation, use or distribution of programming or services over the Government Channel, or (b) to the extent the Town is negligent in the performance of its obligations under this License Agreement, or has engaged in willful misconduct or criminal acts; provided, however, that Cable One shall provide a defense even though, in good faith, it believes at the commencement of any action, that the Town may have engaged in that conduct. If there is a finding that the Town did engage in that conduct, Cable One shall be reimbursed by the Town for all amounts paid and expenses incurred by Cable One in connection with that action, suit or proceeding, including reasonable attorney's fees, to the extent of the percentage of the damages found to have been caused by the Town. If Cable One believes that the Town may have engaged in conduct that could allow Cable One to be reimbursed under this Section 15.C, Cable One must notify the Town so that the Town may (if it elects in the exercise of its sole discretion) to undertake the defense at the Town cost.

16. Procedure for Correcting License Violations

A. Notice of Violation. Should the Town determine that Cable One has violated one or more terms, conditions or provisions of this License Agreement, a written notice shall be given to Cable One informing it of an alleged violation (a "Violation Notice"). Cable One shall have fourteen (14) days from the date the Violation Notice is given to inform the Town in writing of the action Cable One will take to correct the violation (a "Correction Notice") and to begin corrective action, or to dispute that a violation has occurred (a "Notice of Dispute"). If corrective action is undertaken, it shall be completed within thirty (30) days of the date the Violation Notice is given, unless Cable One's Correction Notice shows that the corrective action cannot be completed within thirty (30) days with the exercise of all due speed or diligence, in which case Cable One shall have a reasonable extension of time in which to complete the corrective action. Any Notice of Dispute shall specify the matter disputed by Cable One and shall stay the running of any performance or corrective deadlines pertaining to the matter in dispute, and stay any other action the Town may be permitted to take under this License Agreement or applicable law.

B. Dispute Resolution. If Cable One has given a Notice of Dispute, the Town shall consider Cable One's dispute within thirty (30) days after receipt of Cable One's Notice of Dispute. The Town shall provide written findings of fact and appropriate conclusions. Consideration shall be given to the matters described in Cable One's Notice of a Dispute in a public hearing, or if permitted by law in an executive session of the Town Council. The Town may impose a fine up to \$500 per claim pursuant to A.R.S. §Section 9-506 (F)(2).

C. Cable One Options. If after the hearing the disputed claim is upheld by the Town, Cable One shall have thirty (30) days from the date of the mailing of the decision to remedy the violation or failure, unless corrective action cannot be completed within thirty (30) days with the exercise of all due speed and diligence, in which case Cable One shall have a reasonable extension of time in which to complete corrective action. Alternatively, Cable One retains its right to seek review of the disputed matter under paragraph D below. The submission of a matter to mediation shall stay the running of the above-described correction period.

D. Appeals. All appeals from any issues arising hereunder which are not resolved as set out above shall be submitted to one mediator agreed upon by the parties. The cost of mediator shall be shared equally between the parties. In the event the parties are unable to attain a mutual agreement, parties have the right to bring their dispute to a court of law.

17. Revocation and Removal

A. Revocation for Cause. In addition to all other rights, powers and remedies available to the Town, the Town shall have the additional, separate and distinct right to revoke this License Agreement and all rights, authority, power, privileges and permissions granted Cable One by this License Agreement if Cable One substantially fails to cure or correct a material violation of this License Agreement within the applicable time periods following compliance with the provisions of Section 17.A and 17.B absent Cable One's pursuit of further remedies as provided for in Section 17.C or following a final decision of a court of competent jurisdiction reviewing the disputed matter.

B. Revocation. Revocation of this License Agreement shall be accomplished by passage of a resolution. A resolution revoking the License shall include the reason for the Town Council to justify revocation. The effective date of the revocation shall be stated in the resolution. The License Agreement shall terminate on the effective date of the revocation. A resolution revoking the License shall not be passed without thirty (30) days written notice to Cable One that a resolution to revoke the License will be considered by the Town Council. Cable One shall retain the privilege to be heard by the Town Council or any Town Council committee regarding the proposed revocation resolution. Cable One may request a review of the revocation findings and conclusions pursuant to applicable law, and shall retain any other remedy which may be available to it under law.

C. Continuance of Service after Revocation. The Town may require Cable One to continue operating its System after revocation until operation of the System can be transferred to a new owner (but no longer than six months) or the Town exercises its rights under Section E.1, below.

D. Removal after Revocation.

1. Procedure. Upon revocation of the License and after a review of the revocation findings and conclusions by a court of competent jurisdiction, if review is sought by Cable One, the Town may require Cable One to remove, at Cable One's expense, any above-ground portion of its System from any Street, other Public Right-of-Way or pole. In removing its System, Cable One shall refill and compact, at its own expense, any excavation that shall be made, and shall leave all Streets and other Public Rights-of-Way, personal property and private property, in reasonable condition, and without affecting, altering or disturbing in any way electric, telephone, gas, steam or water utilities or other Cable Communications System operator cables, wires or attachments. The insurance, indemnity and damage provisions of this License Agreement shall remain in full force and effect during the entire term of removal and any indemnity provisions under this License Agreement shall survive termination of this License Agreement.

E. Failure to Remove System. If Cable One fails to commence removal of its System, or the part that was designated, in accordance with Section 17.D, within one hundred eighty (180) days after written notice of the Town's demand for removal is given, or if Cable One fails to complete removal within one (1) year after removal has begun, the Town shall have the right to exercise one of the following options:

1. Assumption of Ownership. Declare all right, title and interest to the System to be in the Town or its designee name with all right of ownership including, but not limited to, the right to operate the System or transfer the System to another for operation. Upon that declaration by the Town, Cable One shall be entitled to receive an equitable price from the Town or its designee for the value of the System.
2. Abandonment of the System. Declare the System abandoned and cause the System, or that portion designated by the Town, to be removed. The cost of the removal shall be recoverable pursuant to the insurance and indemnify provisions of this License Agreement, or from Cable One directly.

F. Additional Duty to Remove Property. In addition to the Town's right to remove property as set forth in Sections 17.D and 17.E, the Town may during the term of this License Agreement require Cable One to remove any above-ground portion of the System if Cable One ceases to use that part of the System in the Town for a continuous period of twelve (12) months.

18. Miscellaneous Provisions

- A. Time of the Essence. Whenever this License Agreement sets forth any time for any action to be performed by, or on behalf of the parties, that time shall be deemed of the essence.
- B. Subsequent Action by State or Federal Bodies.
1. Complete Agreement. It is the intent of the Town and Cable One that the terms, conditions and obligations set forth in this License Agreement shall govern their relationship for the full term of the License Agreement. In the event that any court, agency commission or other authority of competent jurisdiction: (1) declares this License Agreement invalid, in whole or in part, or (2) requires Cable One either to: (a) perform any act which is inconsistent with any provision of this License Agreement, or (b) cease performing any act required by any provision of this License Agreement, then Cable One shall not be required to comply with any term declared invalid and shall comply with any requirements of the court.
 2. Clarification of Law. Either party may seek a ruling about the applicability to the terms of this License Agreement of any court determination, federal or state law or regulation rendered, issued, approved, adopted or enacted after the execution of this License Agreement.
- C. Non-Enforcement by Town. Cable One shall not be relieved of its obligation to comply with any of the provisions of this License Agreement by reason of any failure of the Town to enforce prompt compliance.
- D. Delays and Failures Beyond Control of Cable One or the Town. Notwithstanding any other provisions of this License Agreement, no party to this License Agreement shall be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this License Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, Subscriber tampering or interference, act of public enemy, accident, fire, flood, technical failure, unavailability of materials or equipment, or other events, where that party has exercised all due care in the prevention thereof to the extent that those causes or other events are beyond its control. In the event that any delay in performance or failure to perform affects only part of a party's capacity to perform, it shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct the cause(s). Cable One and the Town agree that in correcting the cause(s), they shall take all reasonable steps to do so in as expeditious a manner as possible. Cable One or the Town shall notify the other party in writing of the occurrence of an event covered by this section within a reasonable period of time after it learns of its occurrence.

E. Severability. If any provision of this License Agreement is held by a court or by any federal or state agency to be invalid as conflicting with any federal or state law, rule or regulation now or hereafter in effect, or is held by the court or agency to be modified in any way in order to conform to the requirements of any law, rule or regulation, the conflicting provision shall be considered to be a separate, distinct and independent part of this License Agreement, and that holding shall not affect the validity and enforceability of any other provision of this License Agreement.

F. Written Notice. All notices, reports or demands required to be given in writing under this License Agreement shall be deemed to be given when delivered personally to Cable One or to the Town or when forty-eight (48) hours have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to which notice is being given. The addresses may be changed by either party upon notice to the other party given as provided in this section. At the time of this continuation of Cable One's License by the Town Council, the addresses of the parties are as follows:

Cable One:
General Manager
Cable One, Inc.
1341 E. Thornton Street
Show Low, Arizona 85901

Town of Pinetop-Lakeside:
Town Manager
Town of Pinetop-Lakeside
958 S. Woodland Road
Lakeside, Arizona 85929

G. Titles. Titles to sections and subsections of this License Agreement are provided for ease of locating information within the License Agreement. A title shall not be deemed to change or alter the meaning of any section or subsection. The language of each section and subsection shall control its interpretation.

H. Modification. Except as otherwise provided in this License Agreement, or by applicable law, no provision of this License Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument in writing duly executed by the Town and Cable One.

19. Governing Law

The license granted to Cable One herein shall be governed by and construed in accordance with the laws of the State of Arizona, and any applicable federal law, rule or regulation. This License Agreement is subject to termination pursuant to A.R.S. §38-511, and the parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as the term is defined in A.R.S. §35-393.

20. No Third Party Beneficiaries

By entering into this agreement, the parties expressly do not intend to create any obligations or liabilities, or promise any performance to, any third party, nor have the parties created for any third party any right to enforce the terms of this License Agreement.

21. Relationship Between the Parties

Nothing contained in this License Agreement shall be construed as creating an association, trust, partnership, joint venture, or agency relationship of any kind between the parties. Each party shall be individually liable for its own duties, obligations and liabilities under this License Agreement.

22. Mutual Representations and Warranties of Authority

The parties each represent and warrant that they have full authority to enter into and to perform under this License Agreement, and that no further approvals, licenses or actions by a governmental agency are required by either party to execute and enter into this License Agreement.

23. Effective Date of License Agreement

This License Agreement shall become effective on _____, providing that it shall first have been approved by a majority vote of the Town Council of the Town of Pinetop-Lakeside, and has been approved and executed by an authorized representative of Cable One.

TOWN OF PINETOP-LAKESIDE

SIGNED this _____ of _____, 2017.

Keith Johnson
Town Manager

Attest:

Remilie S. Miller, MMC
Town Clerk

Approved as to Form and Content:



William J. Sims, III
Town Attorney

Accepted by Cable One, Inc.:

Signature: _____

Printed Name: _____

Title: _____

By _____, authorized to accept the terms of this agreement for Cable One, Inc.

Dated: _____

STATE OF ARIZONA)
) ss
COUNTY OF NAVAJO)

Subscribed and sworn to before me this _____ day of _____, 2017,

by _____.

Notary Public

My Commission Expires: _____