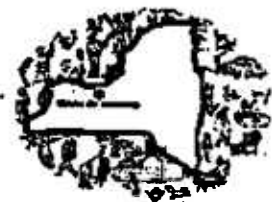


PS



TOWN OF ONTARIO

WAYNE COUNTY'S "COMMUNITY OF GOOD NEIGHBORS"

Town of Ontario Cable Television Franchise Renewal

Accounting of Complaints

Total Complaints	119
Programming in general, or lack of it	15
Programming, other misc., issues	12
Service Quality	15
Service Availability	15
Billing Problems & Customer Service	11
Outages	4
Rates	27
Competition	20

97-U-0424

m 31275

wayne

[10991]

Service Extension Needs

Some of Ontario's extension needs are as follows:

- 1.) Ontario Center Road
- 2.) Lake Road
- 3.) Brick Church Road
- 4.) Lincoln Road
- 5.) Route 104

PEG (Public, Education, Government) Access Needs

- 1.) Would like to see a regional studio facility set up for production and transmission of items into the Finger Lakes region of which we are a part of.
- 2.) The public access channel should allow for broadcast of electronically generated bulletin board announcements at no charge to the municipality, public schools or other users.
- 3.) Cable TV should provide written and broadcast notices of lock-out devices for consumer use.
- 4.) We need educational materials, including instructional notebooks and videos for teachers explaining how to use the new technologies of our cable system for educational applications.

REH/dll
cable.wps

TOA → 6/5/97

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE

THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

Internet Address: <http://www.dps.state.ny.us>

PUBLIC SERVICE COMMISSION

JOHN F. O'MARA

Chairman

EUGENE W. ZELTMAN

Deputy Chairman

HAROLD A. JERRY, JR.

WILLIAM D. COTTER

THOMAS J. DUNLEAVY



MAUREEN O. HELMER

General Counsel

JOHN C. CRARY

Secretary

November 29, 1996

Time Warner-Fingerlakes
3518 Sutton Rd.
Geneva, NY 14456

Honorable Roy Hermann
Supervisor
Town of Ontario
350 Ridge Rd.
Ontario, NY 14519

m31275
Wayne
[10991]

Dear Sir/Madam:

The Temporary Operating Authority under which Time Warner-Fingerlakes has been providing service in the Town of Ontario will expire December 5, 1996.

The Company and the municipality are negotiating a franchise renewal. The Public Service Commission has determined that it would be in the public interest to grant Temporary Operating Authority so that the Company may continue to provide cable television services during the negotiation of the franchise renewal. The expired franchise sets forth certain rights and obligations of the parties. Part 595 of our cable rules, 9 NYCRR, sets forth franchise standards which must be contained in a cable television franchise presented to the Commission for approval.

This Temporary Operating Authority is granted on condition that during the terms of this authority, the parties shall comply with all the terms and provisions of their expired franchise and all of the provisions set forth in Part 595 of our cable rules. In the event any franchise provision is inconsistent with a provision of Part 595, the provision most beneficial to the subscriber shall be controlling.

Subject to the conditions and understanding expressed herein, Temporary Operating Authority is hereby granted to Time Warner-Fingerlakes for its operations in the Town of Ontario, said authority to expire June 5, 1997.

By direction of the Commission,

JOHN C. CRARY
Secretary

Commun
PJ

Wayne County Cablevision

RECEIVED
COMMUNICATION DIV.

Wayne County Court House
26 Church Street
Lyons, NY 14489

JUL 09 1996

MUNICIPAL ASSISTANCE

Cover only
See
↓

Palmyra, T

m 31374 TOA → 9/1/96

Arcadia, T

m 31371 TOA → 10/3/96

Lyons, T

31372 RenAppl 5/26/96

Savannah, T

32021

ONTARIO, T

m 31275

Macedon, T

m 32182

Macedon, V

m 32183

96 JUL 10 11 04 AM

July 2, 1996

95-967 Renewed

Pat Johnson, Municipal Consultant
NYS Department of Public Service
Three Empire State Plaza
Albany, NY 12223-1350

RE: Wayne County Cablevision Franchise

Dear Ms. Johnson:

Enclosed please find a copy of the memo from Nan Hann-Paquin relating to the cable television franchise, as per your request.

Please contact me at 315-923-7259, if you have any questions.

Very truly yours,

Louis A. DeLisio (sjm)

Louis A. DeLisio, President
Wayne County Cablevision

Enc.

\sjm

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

PUBLIC SERVICE COMMISSION

JOHN F. O'MARA
Chairman
LISA ROSENBLUM
Deputy Chairman

HAROLD A. JERRY, JR.
WILLIAM D. COTTER
EUGENE W. ZELTMANN



MAUREEN O. HELMER
General Counsel

JOHN C. CRARY
Secretary

May 20, 1996

Time Warner-Fingerlakes
3518 Sutton Road
Geneva, NY 14456

M 31275

Honorable James Switzer
Supervisor
Town of Ontario
1050 Ridge Road
Ontario, NY 14519

Dear Sir/Madam:

The Temporary Operating Authority under which Time Warner-Fingerlakes has been providing service in the Town of Ontario will expire June 5, 1996.

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This Temporary Operating Authority is granted on condition that during the terms of this authority, the parties shall comply with all the terms and provisions of their expired franchise and all of the provisions set forth in Part 595 of our cable rules. In the event any franchise provision is inconsistent with a provision of Part 595, the provision most beneficial to the subscriber shall be controlling.

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By direction of the Commission,

JOHN C. CRARY
Secretary

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

PUBLIC SERVICE COMMISSION

JOHN F. O'MARA
Chairman
LISA ROSENBLUM
Deputy Chairman

HAROLD A. JERRY, JR.
WILLIAM D. COTTER
EUGENE W. ZELTMANN



MAUREEN O. HELMER
General Counsel

JOHN C. CRARY
Secretary

May 20, 1996

Time Warner-Fingerlakes
3518 Sutton Road
Geneva, NY 14456

Honorable James Switzer
Supervisor
Town of Ontario
1850 Ridge Road
Ontario, NY 14519

m31275
wayne
[10991]

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By direction of the Commission,

JOHN C. CRARY
Secretary

CERTIFICATE OF SERVICE

DATE: June 14, 1995

TO: Central Files

FROM: Carol McTague

ORDER #: 95-414

DOCKET #: M31275

I certify that the above Commission Order has been approved by the Commission and that the contents of the Order are consistent with the intent of the Commission's approval and that copies of the attached Commission Order were sent to the following by first class mail, postage prepaid:

Honorable James Switzer
Supervisor
Town of Ontario
1850 Ridge Rd.
Ontario, NY 14519

CVI-Fingerlakes Cable
3518 Sutton Rd.
Geneva, NY 14456



Signature



NEW YORK STATE COMMISSION ON CABLE TELEVISION

In the Matter of

95-414

Application of CVI-Fingerlakes Cable)
for approval of Temporary Operating) Docket No. M31275
Authority in the Town of Ontario)
(Wayne County))

ORDER GRANTING TEMPORARY OPERATING AUTHORITY

(Adopted: June 7, 1995; Released: June 12, 1995)

The Town of Ontario is presently being serviced by CVI-Fingerlakes Cable whose franchise expires June 25, 1994 and a Temporary Operating Authority which expires June 7, 1995. The Company and the Village are negotiating a franchise renewal. This Commission finds it would be in the public interest to grant a Temporary Operating Authority so that the Company may continue to provide cable television services during the negotiation of the franchise renewal.

Part 595 of our rules sets forth franchise standards which must be contained in a cable television franchise presented to this Commission for approval.

However, prior to the approval of a renewed franchise by this Commission, there may be disagreement as to the rights and obligations of the parties. Therefore, this Temporary Operating Authority is granted on the condition that during the term of this authority, the parties shall comply with all the terms and provisions of their recently expired franchise and all of the provisions set forth in Part 595 of our rules. In the event any franchise provision is inconsistent with a provision of Part 595, the provision most beneficial to the subscriber shall be controlling.

THE COMMISSION ORDERS:

Pursuant to section 816(1) of the Executive Law, and other applicable provisions of article 28 of the Executive Law, and subject to the conditions and understandings expressed herein, Temporary Operating Authority is hereby granted to CVI-Fingerlakes Cable for its operations in the Town of Ontario, said authority to expire on December 6, 1995.

Commissioners Participating: William B. Finneran, Chairman; Barbara T. Rochman, John A. Passidomo and David F. Wilber III; Commissioners



NEW YORK STATE COMMISSION ON CABLE TELEVISION

In the Matter of

95-414

Application of CVI-Fingerlakes Cable)
for approval of Temporary Operating) Docket No. M31275
Authority in the Town of Ontario)
(Wayne County))

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Commissioners Participating: William B. Finneran, Chairman; Barbara T. Rochman, John A. Passidomo and David F. Wilber III, Commissioners

PJ

TOWN OF ONTARIO

1850 RIDGE ROAD . ONTARIO, NEW YORK 14519-9535
VOICE (315) 524-7105 . FAX (315)524-4903

REC'D - ALBANY
NYS COMMISSION ON
CABLE TELEVISION

95 NOV 17 PM 12: 51

JIM SWITZER

SUPERVISOR

November 15, 1995

Patricia Johnson
NYS Commission Cable Television
Towns Building, 21st Floor, Empire State Plaza
Albany NY 12223

m3/279
Wayne
[10991]

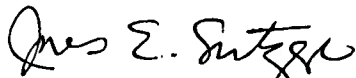
Dear Ms. Johnson:

The negotiations on the renewal of the cable TV franchise for the Town of Ontario continue with Cablevision Industries/Time Warner.

Please extend our current agreement.

Should you require additional information, please do not hesitate to contact me. Thank you.

Sincerely,



James E. Switzer
Ontario Town Supervisor

JES\ksh

c:\pw3\jim\letter03

Bulletin 11/24/95

TOWN OF ONTARIO

1850 RIDGE ROAD * ONTARIO, NEW YORK 14519 - 9535
VOICE (315) 524-7105 * FAX (315) 524-4903

JIM SWITZER

SUPERVISOR

REC'D - AMERICA
NYS COMMISSION ON
CABLE TELEVISION
95 JAN 26 PM 12:26

FOR: Ontario Town Board, Cable TV Committee
Jay Walsh
Carol McTeague, NYS Cable TV Commission Rep
FROM: Jim Switzer JS
TOPIC: Material for CABLE TV meeting
DATE: January 24, 1995

m 3/27/95
Wayne
[10991]

Discussion at our workshop session on CABLE TV on MONDAY, January 30, 1995 will center on the latest version of our proposed franchise agreement. A copy (attached) is provided for your review prior to the meeting.

Items noted with < > at the margins with notation "Delete per JW" or "Check with JW" are legal wording issues Jay has advised that we delete or revise and which remain unresolved from the last negotiations session with Cablevision Industries representatives.

Throughout the document, the format for review is that CHANGES from the original proposal are in BOLD type and DELETIONS are in PARENTHESIS. We have reached agreement with CVI on those items.

The meeting begins at 7:30 p.m.

Thanks !!

Attachment

CABLE TELEVISION FRANCHISE RENEWAL AGREEMENT

INDEX

SECTION 1	DEFINED TERMS
SECTION 2	CONSENT TO FRANCHISE AND CONDITION PRECEDENT
SECTION 3	APPROVAL OF COMPANY BY MUNICIPALITY
SECTION 4	TERM AND THE RIGHTS ARISING HEREUNDER
SECTION 5	REVOCATION
SECTION 6	INDEMNIFICATION & INSURANCE
SECTION 7	USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES
SECTION 8	RELOCATION OF PROPERTY
SECTION 9	USE & INSTALLATION
SECTION 10	REMOVAL AND ABANDONMENT OF PROPERTY
SECTION 11	OPERATION AND MAINTENANCE; CONSTRUCTION AND LINE EXTENSION
SECTION 12	PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)
SECTION 13	RATES
SECTION 14	SERVICE TO PUBLIC FACILITIES AND ACCOUNTABILITY PROVISIONS
SECTION 15	ADDITIONAL SUBSCRIBER SERVICES
SECTION 16	FRANCHISE FEES
SECTION 17	SEPARABILITY, POLICE POWERS, GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION
SECTION 18	NOTICE
SECTION 19	FURTHER ASSURANCES
SECTION 20	INTEGRATION
SECTION 21	NO JOINT VENTURE
SECTION 22	ASSIGNMENT

11/23/94
DRAFT

NOTE: Changes in Bold
Deletions in (parenthesis)

FRANCHISE RENEWAL AGREEMENT

THIS AGREEMENT, executed in triplicate this ____ day of ____, 1994, by and between the Town of Ontario (hereinafter referred to as the Municipality), the principal place of business of which is located at 1850 Ridge Road, Ontario, NY 14519-9535, by the Supervisor acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the Town Board) party of the first part, and Cablevision Industries, Inc. (or other appropriate entity), a corporation organized and existing under the laws of the State of New York, the principal place of business of which is located at One Cablevision Center, P.O. Box 311, Liberty, New York 12754 (hereinafter referred to as the Company), party of the second part:

WITNESSETH

WHEREAS, Pursuant to the Town Law the Town Board has the exclusive power on behalf of the Municipality to grant franchise renewals providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Municipality to any franchisee for or relating to the occupation or use of the Streets; and

WHEREAS, Pursuant to the (Communications Act of 1934) "Cable Communications Policy Act of 1984" as amended, 47 U.S.C. Sec. 521 et seq. the Board has the authority to grant cable television franchises and renewals thereof on behalf of the municipality; and

WHEREAS the Town Board and the Company pursuant to said federal law and pursuant to the applicable state laws and the regulations promulgated thereunder, have complied with the franchise renewal procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

WHEREAS, The Town Board has conducted negotiations with the Company and has conducted one or more public hearings on the Company's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of the Company's technical ability, financial condition, and character; said public hearing also included consideration and approval of the Company's plans for constructing and operating the cable television system; and

WHEREAS, Following such public hearings and such further opportunity for review, negotiations and other actions as the Town Board deemed necessary and that is required by law, the Town Board decided to renew Company's franchise as provided hereinafter; and

WHEREAS, the Town Board, in granting this franchise renewal, embodied in the renewal agreement the results of its review and any negotiations with the Company and has determined that said franchise renewal agreement and the Company respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Commission on Cable Television; and

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise renewal agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

SECTION 1 -- DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) "Basic Service" means such cable television service as is provided in the lowest priced Service Tier.
- (b) "Board" means the Town Board of the Town of Ontario.
- (c) "Cable Television Service" means
 - (1) The one way transmission to subscribers of video programming, or other cable and communications services; and/or
 - (2) Subscriber interaction, if any, which is required for the selection of such video programming, or other communications services; and/or
 - (3) Interactive Service.
- (d) "Cable Television System" means a facility, consisting of a set of closed transmission paths, including (without limitation) fiber optic wires or liens, and associated signal generation, reception and control equipment that is designed to provide cable television service to multiple subscribers within a community.
- (e) "Communications Service" means the one-way or two-way transmission and distribution of analog or digital audio, video and/or data signals.
- (f) "Company" means Cablevision Industries, Inc. its successors, assigns and transferees.
- (g) "Effective Date" of this agreement shall be the date upon which

both parties to this Agreement shall have affixed their signatures hereto.

- (h) "Franchise" means the grant or authority given hereunder renewing the franchise previously granted to the Company with the due consent of the Municipality, which consent or authority is evidenced by regulation, ordinance, permit, this agreement or any other authorization, to conduct and operate a cable television system in the municipality in accordance with the terms hereof.
- (i) "FCC" means the Federal Communications Commission, its designee and any successor thereto.
- (j) "Gross Revenues" means all revenues (net of franchise fees actually received by and paid to Company by cable television subscribers residing within the municipality and pursuant to the rights granted by the franchise.) derived directly or indirectly by the company and its affiliates from services provided within the Municipality via the cable television system.
- (k) "Interactive Service" means the two-way transmission of information over the cable television system including but not limited to, data transmission.
- (l) "May" is permissive.
- (m) "Municipality" means the Town of Ontario. Wherever the context shall permit, Town Board, Town Council and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.
- (n) "NYSCCT" means New York State Commission on Cable Television.
- (o) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation, or organization of any kind, the successors or assigns of the same.
- (p) "Service Tier" means a category of cable television service provided by the company over the cable television system for which a separate rate is charged for such category by the Company.
- (q) "Shall" or "will" are mandatory.
- (r) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways,

waterways, docks and public grounds and waters within or belonging to the municipality.

- (s) "Subscriber" means any person lawfully receiving any cable television service in the Municipality provided over the cable television system.
- (t) "video programming" means any or all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 -- CONSENT TO FRANCHISE AND CONDITION PRECEDENT

- (a) **PART 1.** The Municipality hereby grants to the Company the non-exclusive right to construct, erect, operate and maintain a cable television system and to provide cable television service and communications service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon, and across any and all said streets such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as is deemed necessary or useful by the Company, subject to the Company's obligation to provide efficient cable television service.

Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes the Company to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such items of the cable television system as is deemed necessary or useful by the Company in order to provide cable television service. Upon request by Company and at Company's sole expense, the Municipality hereby agrees to assist the Company in gaining access to and using any such easements.

- (b) **PART 2.** Without waiver or restriction of the rights available to the parties hereto under applicable law, this franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to cable television service.
- (c) **PART 3.** In the event the Municipality grants to any other person (being referred to as "Grantee" in the below quoted paragraph) a franchise, consent or other right to occupy or use the streets, or any part thereof, for the construction, operation, or maintenance of

all or part thereof, for the construction, operation, or maintenance of all or part of a cable television system or any similar system or technology, the Municipality shall insert the following language into any such franchise, consent or other document, and/or promptly enact legislation, conditioning the use of the streets or any part thereof by any such person, as follows:

"Grantee agrees that it shall not move, damage, penetrate, replace or interrupt any portion of the cable television system of the [Company] without the prior written consent of the Company. Grantee shall indemnify the [Company] against any damages or expenses incurred by the [Company] as a result of any such removal, damage, penetration, replacement or interruption of the services of the [Company] caused by the Grantee."

As used immediately above in the above quoted paragraph, the term "[Company]" shall mean the Company, as defined in this franchise, and its successors, assigns and transferees.

DELETE PER JW (In addition to the foregoing, in the event any such grants of franchises, consents or other rights to occupy the streets, or the provision of any service pursuant thereto, are on terms more favorable than those contained herein, the provisions of the franchise shall be deemed modified without any further action so as to match any such less onerous provisions.)

As used in this part, the phrase "occupancy or use of the streets", or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the streets by any technology including but not limited to infrared transmissions.

SECTION 3 -- APPROVAL OF COMPANY BY MUNICIPALITY

The Municipality hereby acknowledges and agrees that this Franchise has been approved and entered into by it in accordance with and pursuant to the (Communications Act of 1934,) Cable Communications Policy Act of 1984 as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations including, but not limited to, the rules and regulations of FCC and the NYSCCT, and hereby represents and warrants that this Franchise has been duly approved and entered into in accordance with all applicable local laws.

The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with the Company for the purposes of evaluating the Company and negotiating and consummating this franchise.

The Municipality has determined, after affording the public all adequate and due notice and opportunity for comment in public proceedings affording due process, that the Company is likely to satisfy cable - related community needs and has found the Company's technical ability, financial condition, and character to be satisfactory and has also found to be adequate and feasible the Company's plans for constructing and operating the cable television system. In making said determination, the Municipality considered the past performance of the Company and its affiliated entities and the Company's likelihood of satisfactory performance of its obligations hereunder and other factors the Municipality deemed necessary for approval of the Company as the cable television franchisee., (which approval will not be unreasonably withheld.) DELETE

SECTION 4 -- TERM AND THE RIGHTS ARISING HEREUNDER

The franchise herein granted and the rights arising hereunder are for a term commencing on the "effective date" and expiring ten (10) years therefrom.

Company and Municipality hereby agree that from the effective date until the date of NYSCCT confirmation hereof, Municipality and Company shall be bound by and comply with terms of this Agreement and shall take no action contrary thereto; from and after NYSCCT confirmation, Municipality and Company shall continue to be bound by and comply with the terms of this Agreement.

The Municipality and Company hereby acknowledge that technology change in the industry is advancing at a rapid rate. It is further acknowledged by the Company that the Municipality desires to ensure for its citizens the benefits of advances in cable television technology taking into account the technical and economic feasibility of applying such advances to the cable television system.

To this end, it is agreed, as a material term of this agreement, that the Company shall be obligated, in the fifth year of the franchise, at the request of the Municipality, to engage in detailed good faith public discussions and reviews of the state of cable television technology and its applicability to the cable television system, at any time during the fifth year of the franchise renewal.

Further, it shall be an objective of such discussions that the technical and economic feasibility of applying new technologies in the cable television system shall be undertaken.

SECTION 5 -- REVOCATION

PART 1. The Municipality may revoke this Franchise and all rights of the Company hereunder in any of the following events or for any of the following reasons:

- (a) Company fails after sixty (60) days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision or material provisions of this franchise. Notwithstanding the above, should Company comply or take said reasonable steps to comply with said sixty (60) day notice, the right to revoke this Franchise shall immediately be extinguished; or
- (b) Company is adjudged as bankrupt; or
- (c) Company attempts or does practice a material fraud or deceit in its securing of this franchise.

PART 2. Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted a (ordinance) resolution or local law setting forth the cause and reason for the revocation and the effective date thereof, which (ordinance) resolution or Local Law shall not be (adopted) effective until the expiration of one hundred twenty (120) days from the date of delivery of written notice to the Company specifying the reasons for revocation and an opportunity for the Company to be fully and fairly heard on the proposed adoption of such proposed (ordinance) resolution or Local Law.

If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing the Company with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence, and to question witnesses. A transcript shall be made of such hearing. The Company shall have the right to appeal any such administrative decision to a state court or a federal district court as the Company may choose.

DELETE per JW: (and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.)

PART 3. In no event, and notwithstanding any contrary provision in this section or elsewhere in this franchise, shall this franchise be subject to revocation or termination, or the Company be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is due to Acts of God or other events beyond the control of the Company. The Company shall be excused from its obligations herein during the course of any such events or conditions, and the time specified for performance of the Company's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

PART 4. Nothing contained in this franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this franchise.

SECTION 6 -- INDEMNIFICATION & INSURANCE

PART 1. The Company hereby agrees to indemnify the Municipality for, and hold it harmless from, all liability, damage, cost or expense (including reasonable attorney's fees) arising from claims of injury to persons or damage to property caused by reason of any negligent conduct undertaken by the Company, its employees or agents in the construction, installation and maintenance of the cable television system.

PART 2. The Company shall, as of the effective date of this franchise, during the term of this franchise, (furnish to the Municipality) file with the town clerk municipality evidence of a liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this franchise at the cost and expense of the Company; said policy and replacements shall be in the combined amount of three million dollars (\$3,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State.

In addition, the Company shall carry worker's compensation insurance for its employees in such amount as is required by the laws of the State of New York. The insurance coverage hereinabove referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

PART 3. Notwithstanding any provision contained within this franchise, the Municipality and Company hereby expressly agree that the Company shall not be liable for and shall not indemnify the Municipality in any manner and in any degree whatsoever from and against any action, demand, claims, losses, liabilities, suits or proceedings arising out of or related to any

(a) programming carried over or transmitted by or through the cable television system (other than locally originated programming produced by the Company), or

(b) the negligent or intentional wrongdoing of the Municipality or any of its employees, agents or officers.

SECTION 7 -- USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

PART 1. The Company hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by the Company of the Company's lines and other equipment.

Notwithstanding the above, where necessary to service subscribers and where attachment to the pole(s) or conduit space of utilities is not

economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.

PART 2. Subject to the provisions of ~~DELETE:(sub-paragraph (c))~~ Part 3, below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines and related facilities be installed underground, the Company shall install its lines and related facilities underground in accordance with such requirement.

PART 3. Notwithstanding the foregoing, if the Company shall in any instance be unable to install or locate any part of its property underground, then the Municipality, on being apprised of the facts thereof, shall permit such property to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

SECTION 8 -- RELOCATION OF PROPERTY

Whenever the Municipality or a public utility franchised or operating within the Municipality shall require the relocation or reinstallation of any property of the Company in or on any of the streets of the Municipality as a result of the relocation or other improvements of any such streets, it shall be the obligation of the Company on written notice to the Municipality of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality or the public utility.

The Company shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to the Company by the person requesting the same. The Company shall be given in such cases not less than five (5) (working) business days prior written notice in order to arrange for the changes required.

SECTION 9 -- USE & INSTALLATION

The Company or any person authorized by the Company to erect, construct or maintain any of the property of the Company used in the transmission or reception of cable television service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of the Company in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All cable television system equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters

which exist at the time said equipment is installed or replaced.

The Company agrees to use its best efforts to install all cable television system equipment in a manner to reasonably minimize interference to be expected with the usual use of the streets and in no event shall any such cable television system equipment be located so as to substantially and regularly interfere with the usual public travel on any street of the Municipality.

All work involved in the construction, installation, maintenance, operation and repair of the cable television system shall be performed in a safe, thorough and reliable manner and all materials and equipment shall be of good and durable quality. In the event that any municipal property is damaged or destroyed in the course of operations by the Company, such property shall be repaired by Company promptly and restored to serviceable condition.

(Check JW) Whenever the Company shall cause or any person on its behalf shall cause any injury or damage to public property or street, by or because of the installation, maintenance or operation of the cable television system equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to the Company from the Municipality or after the Company becomes aware of the same in such fashion as to restore the property or street to substantially its former condition.

The Company is hereby granted the authority to trim trees upon and overhanging the streets of, and abutting private property, (i.e. - in the public right of way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cables and other equipment of the Company's cable television system.

Before commencing any tree trimming, the Company will inform the town official designated by the town to monitor the Company's tree trimming.

The Municipality or its officially designated representatives or agents, shall have the right to observe and review all construction or installation work performed subject to the provisions of this franchise, and for the FCC or NYSCCT to make such inspections as it shall find necessary to insure compliance with the terms of this franchise and other pertinent provisions of law.

SECTION 10 -- REMOVAL AND ABANDONMENT OF PROPERTY

PART 1. The Company is prohibited from abandoning any service to any area of the franchise area or any portion thereof without the written consent of the Municipality. In the event Company makes a showing of financial loss or technical infeasibility, such consent shall not be unreasonably withheld.

If the use of any part of the company's cable television system occupying the streets of the Municipality is discontinued for any reason (other than for reasons beyond the Company's reasonable control) for a continuous and uninterrupted period of twelve (12) months, the Company shall (on being) be given sixty (60) days prior written notice thereafter by the Municipality, provided no such notice is sent without prior vote of the Town Board (or Council) directing the forwarding of said notification, remove that portion of its cable television system from the streets of the Municipality which has remained unused. **DELETE per JW:** (and which the Municipality for good cause shown and articulated in said notice deems necessary to remove to protect the public health and safety)

PART 2. The cost and expense of said removal shall be borne by the Company, and said streets shall be placed in as nearly as good condition as immediately before the removal as is reasonable. In the event the Company shall fail to (timely) remove in a timely fashion said unused portion of said system and after an additional thirty (30) days written notice from the Municipality to the Company, the said portion of the System shall be deemed abandoned and the Municipality may remove or cause to move said portions of the cable television system from the streets of the Municipality which it deems necessary in order to protect the public health and safety. It is understood that the cost of any such removal shall be borne by the Company.

SECTION 11 -- OPERATION AND MAINTENANCE; CONSTRUCTION AND LINE EXTENSION

PART 1. The Company shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 596 of the Rules and Regulations of the NYSCCT and the technical requirements of the FCC.

The Company shall keep the Municipality informed on a regular basis of progress and status of line extensions pursuant to this agreement.

The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time.

The Company shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. The Company shall respond to individual requests for repair service no later than the next business day. System outages, including problems associated with channel scrambling, and switching equipment, shall be acted upon promptly after notification. The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed.

The Municipality shall have the right and authority to request an inspection or test of the cable system by the NYSCCT, the FCC, or to have such inspection or test performed, all at the Municipality's expense. The Company shall fully cooperate in the performance of such testing.

The Franchisee shall not deny service or access, or otherwise discriminate against subscribers, programmers, or general citizens on the basis of race, color, religion, national origin, age or sex.

PART 2. To the extent consistent with and subject to the Communications Act, and notwithstanding any other provision of this Agreement, any requests for cable television service in areas outside the area presently served by the Company, with additional areas, if any, the Company is required to serve either in accordance with this Agreement or the rules and regulations of the NYSCCT, shall be served as required by this Agreement or as required by such rules and regulations. (provided the Company is economically and otherwise reasonably capable of compliance with such request.)

PART 3. The underground cost of construction (trenching) for a housing development, approved according to applicable town regulations, and requiring underground utilities, including cable television, shall be borne by the developer of the housing units. The trenching provided by the developer shall comply with the Company or other applicable local or state regulations or construction standards.

PART 4. Other than the Company, no other person, agency, or entity shall tap or monitor or arrange for the tapping or monitoring of any cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, without the prior written consent of all affected parties.

Timely notification for placement of the cable equipment or facilities shall be made by the developer, or other authorized agent, to the Company and shall coincide with the notification and installation to other underground utilities. Provided that the Company receives such timely notification, the Company shall provide the necessary cable equipment and installation.

Activation of the cable lines, whether underground or aerial, shall be governed by the following criteria:

- (1) The Company shall assume the financial responsibility for activation if the area to be served is:
 - (a) Adjacent to activated cable (plant) services of the Company; and
 - (b) Characterized by (an occupied resident housing density) all dwelling units on the designated street of 20 HPM or more.
- (2) If a development or any other area considered as a line extension does not meet the criteria set forth in (1) above, the developer, potential subscriber(s) or municipality, individually or jointly, may assume the financial responsibility for activation pursuant to application of the

NYSCCT formula provided for in Part 595.5(b) (2) (refer to Appendix A attached hereto, or in the absence of a state formula, a formula developed by the Company pursuant to Part 595.5(b)(5)(ii).

- (3) Identified by the Town Cable T.V. Advisory Committee as an unserved populated area for potential service expansion or improvement.

PART 5. During 1995, Company agrees to construct cable line extensions at its expense and without participation in the direct costs of construction by the Municipality at the locations indicated in Exhibit#1

(Delete:

- | | | |
|-------------------|---|--|
| (County Line Road | - | Between Route 104 and Berg Road, a distance of 1.1 miles. |
| (Kenyon Road | - | From Knickerbocker Road to Briarwood Road for a distance of 0.1 miles.) |
| (Route 350 | - | From the existing cable lines south to the Town line for a distance of 0.3 miles |
| (Tamarack Lane | - | Entire tract; distance 0.55 miles) |

SECTION 12 -- PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)

The Company provides access channels(s) designated for non-commercial, educational and governmental use by the public on a first come, first served, nondiscriminatory basis.

Requirements and guidelines for utilization of access channel(s) set forth pursuant to Part 595.4 of the NYSCCT rules as may be approved are available in the local office of the Company and subscribers are notified on an annual basis of availability.

SECTION 13 -- RATES

PART 1. No rates or charges shall be regulated by or for the Municipality contrary to or inconsistent with applicable federal statutes or the rules and regulations of the FCC, including, without limitation, rates or charges concerning cable television service.

The Municipality acknowledges that it may not regulate the content of cable television service except that under current federal law it may exercise whatever rights it may have thereunder to object to or prohibit programming that is obscene or otherwise unprotected by the Constitution of the United States.

To the extent not inconsistent with applicable laws, and notwithstanding any contrary provision of this franchise, the company may delete, add or

rearrange video programming and other communication services, as well as service tiers, or portions, thereof, as it deems necessary or desirable provided it has first notified the Municipality and its subscribers in accordance with the terms of this franchise and applicable regulatory requirements.

PART 2. The company shall not unfairly discriminate against individuals in the establishment and application of rates and charges for video programming or other communication services generally available to all subscribers.

This provision is not intended to and shall not prohibit

- (a) sales, promotions or other discounts which the company deems necessary or desirable to market its video programming and other services;
- (b) the company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or
- (c) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rates to persons who subscribe to any services that are provided on a bulk billed basis.

SECTION 14 -- SERVICE TO PUBLIC FACILITIES AND ACCOUNTABILITY PROVISIONS

PART 1. At the request of the Municipality, the Company shall provide and maintain a single standard service outlet to each school, firehouse and municipally owned building which is occupied for governmental purposes, and (police station) as agreed to herein or as may be reasonably requested by the Municipality within sixty days (60) after the effective date of this franchise provided the point chosen by the Company for connection of such wire to the institution is no further than two hundred feet (200') from the closest feeder line of the cable television system. The enhanced basic level of programming service shall be provided without charge, thereafter.

All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, at its expense, without the express written consent of the Company.

The Company agrees to install, at no charge to the Municipality, a fiber optic system among town buildings and local public schools as identified on map provided in Exhibit #2 for use by telecommunications or computer devices designated for town or school district use only and for transmission of cable service as desired.

PART 2. The Company shall maintain the following records:

- (A) A record of all service orders received regarding subscriber complaints including the date and time received, nature of complaint, date and time resolved, and action taken to resolve.
- (B) A log showing the date, approximate time and duration, type and probable cause of all cable system outages, whole or partial, due to causes other than routine testing or maintenance.

PART 3. To the extent not inconsistent with or prohibited by the provisions of Section 631 of the Cable Act and all other laws relating to subscriber privacy, the Municipality reserves the right to inspect any and all records the Company is required to maintain pursuant to this Franchise upon reasonable notice and during normal business hours.

The Company shall promptly make such materials available at its local business office or through other arrangements as may be mutually agreed upon between the Municipality and the Company.

PART 4. The Company shall file the following information with the Town Supervisor within sixty (60) days of each request:

- (A) All reports required by the NYSCCT and FCC submitted by the Company related to its operation of the cable system or its conduct of business in the Town of Ontario.
- (B) The following financial reports:
 - (1) A copy of the annual report, if any.
 - (2) An annual financial report (specifically the NYSCCT's AFR-1) signed by a representative of the Company pertaining to the Town of Ontario.

PART 5. (Until construction is complete,) The Company shall submit a written report to the Municipality on a regular basis as determined by the Company and Municipality detailing status of any or all construction and progress since the previous report including a schedule of future plan of action.

PART 6. Upon written request of the Municipality the Company shall provide within sixty (60) business days a report of the previous year's activities of the system business office, that shall include:

- a) Total number of new installations and disconnections within Municipality;

- b) Logged reports, as required by Part 596.6 of the New York State Commission on Cable Television Regulations, of substandard visual reception on cable channels and system outages in Municipality that are the fault of the system and not due to subscriber-owned equipment or third-party facilities;
- c) Quarterly averages of telephone abandonment rates and call-waiting (on-hold) times as (may be available) on a system-wide basis; and
- d) Such other available and documentable information as requested by the Municipality needed to assess the performance of the Company in its business office operations.
- e) A review of consumer comments and concerns, programming charges and any pending changes in franchise or service levels.

SECTION 15 -- ADDITIONAL SUBSCRIBER SERVICES

PART 1. Payment for cable television service rendered to subscribers is due and payable in advance. A late charge, as determined by the Company, shall be applied to delinquent accounts.

PART 2. Payment for equipment provided by the Company to subscribers and the installation, repairs and removal thereof shall be paid in accordance with the Company's standard and customary practices and applicable rules and regulations of the FCC and/or NYSCCT.

PART 3. The Company shall have the right to disconnect delinquent subscribers and charge such subscribers therefor a disconnection charge as determined by the Company, where:

- (a) At least five (5) business days have elapsed after written notice of discontinuance has been served personally upon a subscriber; or
- (b) At least eight (8) business days have elapsed after mailing to the subscriber written notice of discontinuance addressed to such person at the premises or billing address where the service is rendered.
- (c) As further prescribed in Part 590.67 of the rules and regulations of the NYSCCT.

PART 4. Notice of the Company's procedures for reporting and resolving billing disputes and the Company's policy and the subscribers rights in regard to "personally identifiable information", as that term is defined in Section 631 of the Communications Act, will be given to each subscriber at the time of such person's initial subscription to the cable television system services and thereafter to all subscribers as required by federal or state law.

PART 5. The Company shall offer to, and shall notify in writing, the subscribers of the availability of (locking program control) devices which enable the subscriber to limit reception of obscene or indecent programming in the subscriber's residence.

Any subscriber requesting such device shall (pay the Company in full upon the receipt of the same the charge imposed by the Company therefore) obtain said device at no charge.

Subscriber limitation on television reception:

- (1) To the extent technologically feasible, every cable television company shall offer to each of its subscribers a locking program control device which enables the subscriber to limit the reception in the subscriber's residence, of any channel which displays public access programs or for which a specific, optional premium charge is imposed.
- (2) Such program control devices need only be installed in cases where they are requested by the subscriber. Any subscriber requesting such a device may be charged by the cable television company, on a one-time or recurring basis, no more than fifteen per cent above the actual cost to the company for the manufacture, purchase and installation of such device.
- (3) Every cable television company shall notify each of its subscribers, in writing, of the availability of the device described in Item (1), above. Such notice shall be printed in prominent type face and shall include information concerning the cost to the subscribers. Such notice may be included with other materials distributed by the company. Notice shall be given to all new subscribers at the time of initial subscription, to each subscriber who requests a change in service, and to all subscribers annually thereafter.

PART 6. The Company shall give credit for cable television system outages involving all video programming and other services carried on the cable television system, which outage results in the interruption of such service for a minimum of four (4) continuous hours provided such outage is due to no fault of the affected subscriber. Such credit shall be provided in accordance with all applicable federal and state laws and regulations.

PART 7. In accordance with the applicable requirements of federal and state laws, the Company shall provide written notice per Part 590.09 of Rules and Regulations of the NYSCCT of any increases in rates or charges for any cable television service to subscribers and the Municipality at least sixty (60) days in advance.

PART 8. The Administrator, as the case may be, for the Municipality for

this franchise shall be the Town Supervisor (or Mayor of the Municipality). All correspondence and communications between the Company and the Municipality pursuant to this franchise shall be addressed by the Company to the Town Supervisor (Administrator).

PART 9. It is agreed that all cable television service offered to any subscribers under this franchise shall be conditioned upon the Company having legal access to any such subscribers' dwelling units or other units wherein such service is to be provided.

DELETE:

(PART 10. Neither the Franchisee, nor any other person, agency, or entity shall tap or monitor or arrange for the tapping or monitoring of any cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, other than the legitimate system tests, without the prior written consent of all affected parties.)

PART 11. The (franchisee) Company will comply with Section 828 of the Rules and Regulations of the NYSCCT relative to landlord-tenant relationships.

PART 12. The (franchisee) Company shall advise all subscribers about the benefits of retaining their existing indoor or outdoor antenna as an emergency antenna in the event cable television service is disrupted for any reason and for the purpose of receiving imported signals not carried by the (franchisee) Company. The (franchisee) Company shall offer, free of charge, to each subscriber, for each cable television outlet, an easily operated AB switch or other device by which the subscriber can convert back and forth from cable to existing antenna reception.

SECTION 16 -- FRANCHISE FEES

PART 1. The Company shall annually pay to the Municipality during the term of this franchise a sum equal to three percent (3%) of gross revenues, as adjusted hereinbelow, as defined in this agreement.

There shall be applied as a credit against the franchise fee the aggregate of:

- (a) any taxes, fees or assessments of general applicability imposed on the Company or any subscribers, or both, which are discriminatory against the company or any subscribers, as determined by Rules and Regulations of NYSCCT.
- (b) any non-capital expenses incurred by company in support of the Public, Educational or Governmental access requirements of this franchise and
- (c) any fees or assessments payable to NYSCCT which when combined with all other fees and credits would exceed five percent (5%) of gross revenues.

The company shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Sec. 626 of the New York State Real Property Tax Law.

Payment of the franchise fee shall be due annually within one hundred twenty (120) days of the end of the company's fiscal year on December 31st.

The company shall submit to the Municipality, along with the payment of said fees, a report verified by a certified public accountant showing in reasonable detail the basis for the computation thereof.

PART 2. Upon reasonable notice and during normal business hours, the Municipality shall have the right to inspect all pertinent books, records, maps, plans, financial statements, and other like materials of the company which relate to the cable television system and its operation; provided, however, that none of (the Municipality) its officers, employees, executives, elected officials, agents nor any other person shall have any right to inspect or review "personally identifiable information" of or concerning any subscribers, as that term is now or hereafter defined pursuant to Section 631 of the Communications Act.

In the event of the improper collection or disclosure of personally identifiable information under either the Communications Act or other applicable laws by the Municipality or any of its employees or agents, and notwithstanding any other provision to the contrary in this franchise, the Municipality shall be fully liable for any and all damages, costs, and expenses arising out of such improper collection or disclosure and shall reimburse, indemnify and hold harmless the company therefrom.

PART 3. The Municipality, by option and resolution, local law, or otherwise, during the term of this franchise, reserves the right to waive the receipt of its franchise fee and may direct the company to allocate such fee to the state-formulated contribution-in-aid-of-construction of line extensions (as that term is defined in the rules and regulations of the NYSCCT) beyond the primary service area.

On execution of such waiver, it shall be the responsibility of the municipality to notify the (franchisee) Company in writing (copy of resolution). Extension of its lines outside the primary area shall be provided as mutually designated by the municipality and the (franchisee) Company.

The fee holdback shall be applied by the company pursuant to its accounting and construction practices and the NYSCCT formula as set forth in Appendix 3 of this document.

The Company shall provide an accounting to the Municipality at the time of payment of the franchise fee.

PART 4. In the event the company agrees to pay a franchise fee of five percent (5%) of gross revenues without restriction in another political jurisdiction within the county which is served by the same physical cable system as that servicing the Municipality without a direct pass-through of the fee increase to subscribers, the Municipality shall have the right to request an increase in its franchise fee to 5% of gross revenues without the amount of the increase being passed through to cable subscribers as a direct additional charge attributable solely to said increase in the franchise fee. In such event, franchisee shall have the obligation to comply with said request by Municipality unless franchisee demonstrates that underlying economic or contractual differences exist between the two municipalities in question.

SECTION 17 -- SEPARABILITY, POLICE POWERS,
GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION

If any section, sub-section, sentence, clause, paragraph or portion of this franchise (as well as any law or regulation applicable or purported to be applicable to this franchise) is for any reason held to be invalid, void, unenforceable, illegal or unconstitutional by any court of competent jurisdiction, such law, regulation or provision of this franchise shall be deemed separate and distinct and shall have no affect on the validity of the remaining portions hereof.

To the extent not inconsistent with or contrary to applicable federal law, the terms of this franchise shall be governed and construed in accordance with the laws of the State of New York.

The parties hereby acknowledge and agree that any provisions of this franchise or any existing or future state or local laws or rules that are inconsistent with or contrary to any applicable federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable federal laws.

Subject to the foregoing, the Municipality reserves the right in the exercise of its police powers to adopt such regulations as are reasonably necessary and lawful to protect the public health and safety concerning the installation, construction and maintenance of the cable television system; provided, however, that such regulations are reasonable, not materially in conflict with the provisions of this franchise. (DELETE: and are exercised only after the Municipality finds that an emergency exists constituting a immediate danger to the public health and safety). In no event shall any regulation or other act be taken which shall have the effect of imposing or otherwise result in a franchise fee in excess of the fee permitted herein.

The company shall file requests for all necessary operating authorizations with the NYSCCT and the FCC within sixty (60) days of the effective date of this franchise.

(check JW) The Company shall adhere to the Equal Employment Opportunity requirements of the FCC as expressed in Section 76.23(a) (8) and 76.311 of Chapter 1 of Title 47 of the Code of Federal Regulations. The Franchisee will post job opportunities with the Company at the Town Hall, and to the extent permitted by law, shall give preference in hiring to a qualified applicant from the Town of Ontario for a job opportunity. The Franchisee shall comply at all times with all other applicable federal, state, county, and local laws, and all executive and administrative orders relating to discrimination.

The company shall not refuse to hire or employ and shall neither bar nor discharge from employment, and shall not discriminate against any person in compensation, terms, or conditions of employment because of age, race, creed, color, national origin or sex.

SECTION 18 -- NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail. return receipt requested, or on the date of delivery to addressee when sent by express mail or by facsimile transmission or by any other means to the parties and locations:

When to the Company: Cablevision Industries, Inc.
Office of Franchising
One Cablevision Center
PO Box 311
Liberty NY 12754
Telecopy: (914) 295-2761

When to the Municipality: Town Supervisor
Town of Ontario
1850 Ridge Road
Ontario NY 14519-9535
Telecopy: (315) 524-4903

SECTION 19 -- FURTHER ASSURANCES

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the company may reasonably request in order to effect or confirm this franchise and the rights and obligations contemplated herein.

SECTION 20 -- INTEGRATION & AMENDMENT

This franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns.

This franchise may be amended (except as otherwise expressly provided for herein) only by an agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by state law, amendments hereto shall be confirmed or approved by the NYSCCT. Changes in rates charged or cable television services rendered by the company shall not be deemed an amendment to this franchise.

This franchise may be executed in one or more counterparts, all of which taken together shall be deemed one original.

The headings of the various sections of this franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this franchise.

The rights and remedies of the parties pursuant to this franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this franchise.

SECTION 21 -- NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or the public in any manner which would indicate any such relationship with the other.

SECTION 22 -- ASSIGNMENT

The company shall not assign this franchise without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. The foregoing shall not apply to the assignment by the company to any entity which is a subsidiary of or is affiliated with it.

The Municipality hereby consents to the grant by company of a security interest in this franchise and all other assets of the cable television system to such lending institution or institutions as may be designated by the company, which institution(s) shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties hereto have caused this franchise to be duly executed by their duly authorized representatives the day and year first written above.

WITNESS:

CABLEVISION INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

TOWN OF ONTARIO

By: _____

Name: James E. Switzer

Title: Town Supervisor

Date: _____

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EXHIBIT I

Town of Ontario

<u>Map Ref.</u>	<u>Road</u>		<u>Mileage</u>
1	County Line Rd.	Berg to Rt. 104	1.10
2	Kenyon Rd.	Knickerbocker to Briarwood	0.10
3	Route 350	Cable south of Paddy Ln. to Town Line	0.30
4	Tamarac Lane	All (including Lake Rd., east to cable terminus and 400 ft. west of Knickerbocker Rd.)	0.85
5	Elm Drive / <i>Rockledge</i>	All —	0.50
6	Lake Rd.	County Line Rd. to Parsons Acres	0.60
7	Parsons Acres	All	0.50
8	Lake Rd.	Parsons to Roder Pkwy.	0.70
9	Fisher Rd.	Kenyon to Trimble	0.70
10	Whitney Rd.	County Line to Lincoln Rd.	1.40
11	Ontario Ctr. Rd.	Kenyon to Brick Church <i>Road</i>	1.30
12	Arbor Rd.	Cable south of Ridge to Townline.	1.30
13	Brick Church Rd.	All	1.96
14	Woodgate Dr.	From cable terminus on Stone Hedge Dr. to newly-constructed homes	0.15

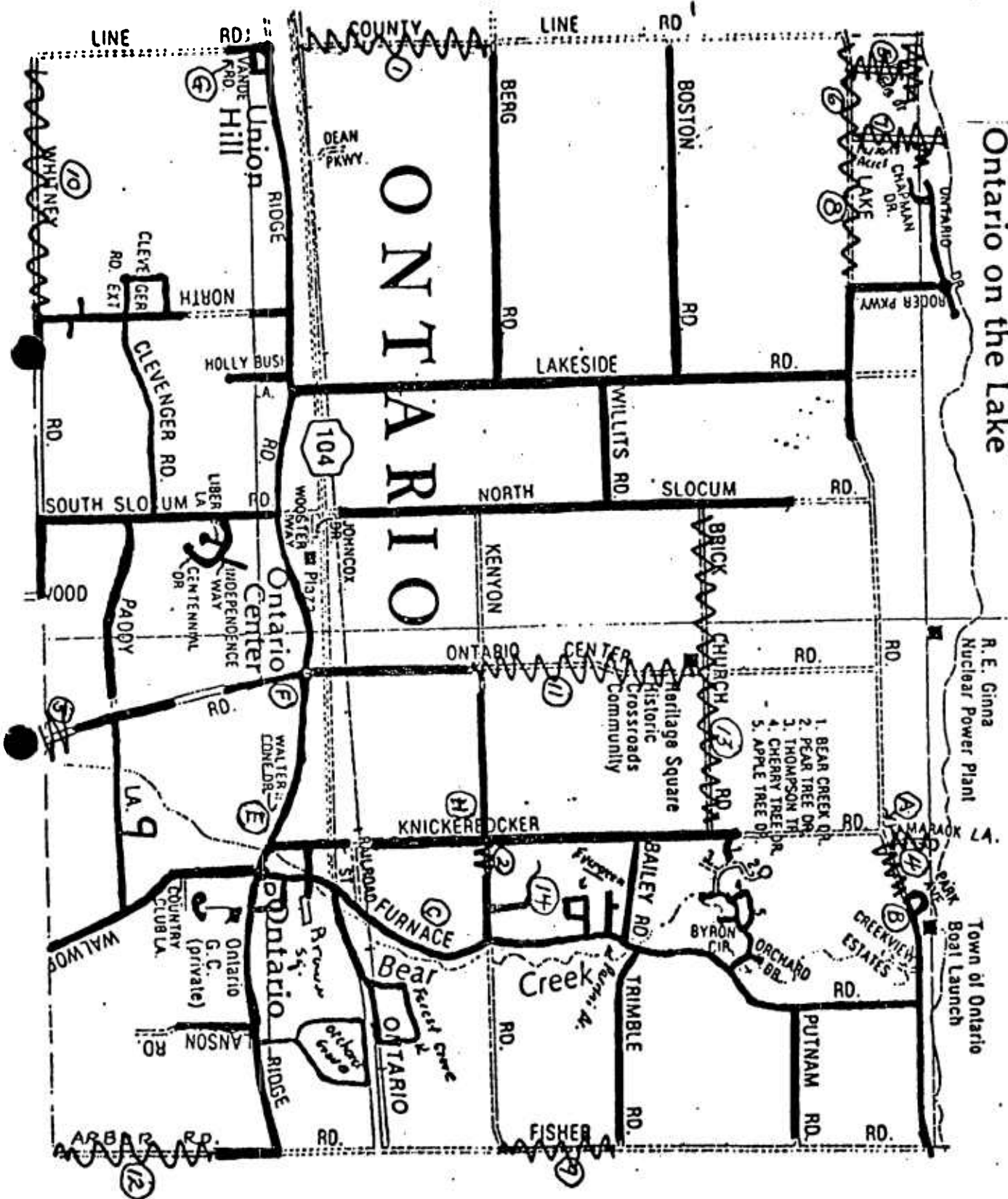
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EXHIBIT II

- A - Water Treatment Plant
- B - Waste Water Treatment Plant
- C - Town Highway Dept.
- D - Ambulance
- E - Town Hall/Fire Station
- F - Public Schools
- G - Fire Station
- H - Parks/Recreation

Ontario on the Lake

Currently cabled
Proposed cable construction



**EXHIBIT III
RULES AND REGULATIONS
OF THE
NEW YORK STATE COMMISSION ON CABLE TELEVISION
PART 595 - FRANCHISE STANDARDS**

595.5 Requirements for construction of cable television plant and provision of cable television services.

(a) Definitions.

(1) *Primary service area* shall include each of the following within the franchised area:

(i) those areas where cable television plant has been built without a contribution-in-aid-of-construction by subscribers;

(ii) those areas where the cable television company is obligated by the terms of its franchise to provide cable television service without a contribution-in-aid-of-construction by subscribers;

(iii) any area adjoining an area described in subparagraph (i) or (ii) of this paragraph and which contains dwelling units at a minimum rate of 35 dwelling units per linear mile of aerial cable;

(iv) any area adjoining an area described in subparagraphs (i) and (ii) of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable as is the average number of dwelling units per linear mile of cable in areas described in subparagraphs (i) and (ii) of this paragraph. The average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs (i) and (ii) of this paragraph by the number of linear miles of cable in the same areas.

(2) *Line extension area* shall be any area within the franchised area which is not the primary service area.

→ (b) Where a cable television franchise is awarded, renewed or amended after October 1, 1982, the franchise will be confirmed or the amendment will be approved by the commission only if the franchise contains the following additional minimum franchise standards:

(1) That, within five years after receipt of all necessary operating authorizations, cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area.

→ (2) That cable television service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the lower of 35 or the average number of dwelling units per linear mile of cable in areas described in subparagraphs (a)(1)(i) and (ii) of this section; LE equals the number of dwelling units requesting service in the line extension area; and SC equals subscriber contribution-in-aid-of-construction in the line extension area.

(i) Whenever a potential subscriber located in a line extension area requests service, the cable television company shall, within 30 days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area, and shall inform each of the potential subscribers of the contribution-in-aid-of-construction that may be charged. The cable television company may require prepayment of the contribution-in-aid-of-construction. The cable television company shall apply for pole attachment agreements within 30 days of its receipt of the contribution-in-aid-of-construction. Cable television services must be made available to those who made a contribution-in-aid-of-construction within 90 days from the receipt of pole attachment by the cable television company.

(ii) The contribution-in-aid-of-construction shall be in addition to the installation rate set forth in the franchise.

(iii) During a five-year period commencing at the completion of a particular line extension, *pro rata* refund shall be paid to previous subscribers as new subscribers are added to

the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at the same address and who has not informed the company of the subscriber's address.

(3) That cable television service will be provided to any subscriber who demands service and who is located within 150 feet of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the installation charge specified in the franchise.

(4) Nothing in paragraph (1) of this subdivision shall be construed to preclude:

(i) the provision of cable television services by the franchisee in a line extension area without assessing a contribution-in-aid-of-construction; or

(ii) the inclusion in a cable television franchise of a provision establishing a primary service area which includes at least all of those areas which are in the primary service area as defined in subdivision (a) of this section.

→ (5) Nothing in paragraph (2) of this subdivision shall be construed to preclude:

(i) the discounting or the waiver of the maximum contribution-in-aid-of-construction charge a cable television company can charge a subscriber pursuant to paragraph (2) of this subdivision; or

→ (ii) the inclusion of a provision in a cable television franchise establishing a formula to be used to determine the contribution-in-aid-of-construction charge, which formula is different than the formula set forth in paragraph (2) of this subdivision, provided that the formula included in the franchise does not require payment by the subscriber in a line extension area of a higher contribution-in-aid-of-construction charge than would result from the use of the formula set forth in paragraph (2) of this subdivision.

(c) All cable television companies operating in the State of New York shall make cable television service available to all potential subscribers requesting service who are located in a primary service area as defined in paragraph (a)(1) of this section, and shall make services available in line extension areas as defined in paragraph (a)(2) of this section at charges which may not exceed those provided for in paragraph (b)(2) of this section within the following schedule of compliance:

(1) prior to January 1, 1984 in any franchise area for which the original certificate of confirmation of the franchise was granted by this commission prior to January 1, 1979;

(2) within five years from the date the certificate of confirmation was granted by this commission, in any franchise area for which the original certificate of confirmation of the franchise was granted by this commission after January 1, 1979.

(d) The provisions of this section may be waived by the commission if the commission determines that compliance with the section would not be possible within the limitations of economic feasibility.

Historical Note

Sec. filed Aug. 3, 1982; *amended*, filed Aug. 22, 1983; *eff.* Aug. 22, 1983.

CJM
TOWN OF ONTARIO
1850 Ridge Road
Ontario, NY 14519
Cablevision
Cable Television

James E. Switzer,

95 JAN 17 AM 11:53

Voice (315) 524-7105

Fax: (315) 524-4903

Memo to: Cable T.V. Advisory Committee
From: Jim Switzer, Supervisor JmS.
Topic: Meeting - January 30th at 7:30 P.M.
date: January 13, 1995

M 31275
Wayne
[10991]

Please be advised there is a meeting scheduled at the Ontario Town Hall, 1850 Ridge Rd., Ontario, NY for January 30th at 7:30 P.M. to discuss the Cable Contract. Please plan to attend.

cc: Carol McTeague, NY Cable Commission ✓
Nick Giangualano, Cablevision
John A.R. Walsh, Town Attorney CVI
Ontario Town Board

CTM MAPD
COPY

TOWN OF ONTARIO

1850 Ridge Road • Ontario, New York 14519-9535
VOICE (315) 524-7105 • FAX (315) 524-4903

Jim Switzer

Supervisor

FAX TRANSMISSION MESSAGE

FAX TO: Carol Jamison McTeague

FIRM: NYS Commission on Cable TV

FROM: Jim Switzer *Jim Switzer*

DATE: November 11, 1994

FAX NUMBER: 518-473-2965 or 518-486-5727

NUMBER OF PAGES TO FOLLOW: Message Below

MESSAGE:

Carol,

I am mailing to you today a copy of the proposed CVI cable franchise renewal agreement which includes the revisions which our cable TV advisory committee has accepted.

We are planning to meet with CVI representatives to discuss these on **THURSDAY evening, November 17th at 7:30 p.m.** at the Ontario Town Hall.

If you are in this portion of the state at that time, we would enjoy having you join us.

If your schedule does not allow that, your comments via phone or fax would be most welcome.

Should you need to reach me, I'll be in the office most of the day on Monday and Wednesday & a portion of Thursday; I have a county board meeting and budget meeting all day on Tuesday. If you call on Tuesday, ask Donna (my secretary) to page or contact me at the courthouse.

Looking forward to seeing you...Thanks !!!

JES/jes:wp

REC'D - ALBANY
NYS COMMISSION ON
CABLE TELEVISION
94 NOV 16 PM 12:35
3/27/95
Wayne
[10981]

NOTE: Changes in Bold
Deletions in (parenthesis)

DRAFT

FRANCHISE RENEWAL AGREEMENT

THIS AGREEMENT, executed in triplicate this ____ day of ____, 1994, by and between the Town of Ontario (hereinafter referred to as the Municipality), the principal place of business of which is located at 1850 Ridge Road, Ontario, NY 14519-9535, by the Supervisor acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the Town Board) party of the first part, and Cablevision Industries, Inc. (or other appropriate entity), a corporation organized and existing under the laws of the State of New York, the principal place of business of which is located at One Cablevision Center, P.O. Box 311, Liberty, New York 12754 (hereinafter referred to as the Company), party of the second part:

WITNESSETH

WHEREAS, Pursuant to the Town Law the Town Board has the exclusive power on behalf of the Municipality to grant franchise renewals providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Municipality to any franchisee for or relating to the occupation or use of the Streets; and

WHEREAS, Pursuant to the Communications Act of 1984, as amended (the "Cable Communications Policy Act"), the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Town Board and the Company pursuant to said federal law and pursuant to the applicable state laws and the regulations promulgated thereunder, have complied with the franchise renewal procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

WHEREAS, The Municipality has conducted negotiations with the Company and has conducted one or more public hearings on the Company's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of the Company's technical ability, financial condition, and character; said public hearing also included consideration and approval of the Company's plans for constructing and operating the cable television system; and

WHEREAS, Following such public hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Town Board decided to renew Company's franchise as provided hereinafter; and

WHEREAS, the town Board, in granting this franchise renewal, embodied in the renewal agreement the results of its review and any

negotiations with the Company and has determined that said franchise renewal agreement and the Company respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Commission on Cable Television; and

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise renewal agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

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SECTION 1 -- DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) "Basic Service" means such cable television service as is provided in the lowest priced Service Tier.
- (b) "Board" means the Town Board (of Trustees) of the Municipality.
- (c) "Cable Television Service" means
 - (1) The one way transmission to subscribers of video programming, or other cable and communications services; and/or
 - (2) Subscriber interaction, if any, which is required for the selection of such video programming, or other communications services; and/or
 - (3) Interactive Service.
- (d) "Cable Television System" means a facility, consisting of a set of closed transmission paths, including (without limitation) fiber optic wires or liens, and associated signal generation, reception and control equipment that is designed to provide Cable Television Service to multiple subscribers within a community.
- (e) "Communications Service" means the one-way or two-way transmission and distribution of analog or digital audio, video and/or data signals.
- (f) "Company" means Cablevision Industries, Inc. its successors, assigns and transferees.
- (g) "Effective Date" of this agreement shall be the date upon which both parties to this Agreement shall have affixed their signatures hereto.
- (h) "Franchise" means the grant or authority given hereunder renewing the franchise previously granted to the Company with

the due consent of the Municipality, which consent or authority is evidenced by regulation, ordinance, permit, this agreement or any other authorization, to conduct and operate a cable television system in the municipality in accordance with the terms hereof.

- (i) "FCC" means the Federal Communications Commission, its designee and any successor thereto.
- (j) "Gross Revenues" means all revenues net of franchise fees actually received by and paid to Company by cable television subscribers residing within the municipality and pursuant to the rights granted by the franchise.
- (k) "Interactive Service" means the two-way transmission of information over the Cable Television System including but not limited to, data transmission.
- (l) "May" is permissive.
- (m) "Municipality" means the Town of Ontario. Wherever the context shall permit, Town Board, Town Council and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.
- (n) "NYSCCT" means New York State Commission on Cable Television.
- (o) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation, or organization of any kind, the successors or assigns of the same.
- (p) "Service Tier" means a category of cable television service provided by the company over the cable television system for which a separate rate is charged for such category by the Company.
- (q) "Shall" or "will" are mandatory.
- (r) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the municipality.
- (s) "Subscriber" means any person lawfully receiving any cable television service in the Municipality provided over the cable television system.
- (t) "video Programming" means any or all programming services

provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 -- CONSENT TO FRANCHISE AND CONDITION PRECEDENT

- (a) The Municipality hereby grants to the Company the non-exclusive right to construct, erect, operate and maintain a cable television system and to provide cable television service and communications service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon, and across any and all said streets such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as is deemed necessary or useful by the Company, subject to the Company's obligation to provide efficient cable television service.

Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes the Company to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such items of the cable television system as is deemed necessary or useful by the Company in order to provide cable television service. Upon request by Company and at Company's sole expense, the Municipality hereby agrees to assist the Company in gaining access to and using any such easements.

- (b) Without waiver or restriction of the rights available to the parties hereto under applicable law, this franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to cable television service.
- (c) In the event the Municipality grants to any other person (being referred to as "Grantee" in the below quoted paragraph) a franchise, consent or other right to occupy or use the streets, or any part thereof, for the construction, operation, or maintenance of all or part thereof, for the construction, operation, or maintenance of all or part of a cable television system or any similar system or technology, the Municipality shall insert the following language into any such franchise, consent or other document, and/or promptly enact legislation, conditioning the use of the streets or any part thereof by any such Person, as follows:

"Grantee agrees that it shall not move, damage, penetrate, replace or interrupt any portion of the cable television system of the [Company] without the prior written consent of the [Company]. grantee shall indemnify the [Company] against any damages or expenses incurred by the [Company] as a result of any such removal, damage, penetration, replacement or interruption of the services of the [Company] caused by the Grantee."

As used immediately above in the above quoted paragraph, the term "[Company]" shall mean the Company, as defined in this Franchise, and its successors, assigns and transferees.

In addition to the foregoing, in the event any such grants of franchises, consents or other rights to occupy the streets, or the provision of any service pursuant thereto, are on terms more favorable than those contained herein, the provisions of the franchise shall be deemed modified without any further action so as to match any such less onerous provisions.

As used in this part, the phrase "occupancy or use of the streets", or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the streets by any technology including but not limited to infrared transmissions.

SECTION 3 -- APPROVAL OF COMPANY BY MUNICIPALITY

The Municipality hereby acknowledges and agrees that this Franchise has been approved and entered into by it in accordance with and pursuant to the (Communications Act of 1934,) Cable Communications Policy Act of 1984 as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations including, but not limited to, the rules and regulation of FCC and the NYSCCT, and hereby represents and warrants that this Franchise has been duly approved and entered into in accordance with all applicable local laws.

The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with the Company for the purposes of evaluating the Company and negotiating and consummating this franchise.

The Municipality has determined, after affording the public all adequate and due notice and opportunity for comment in public proceedings affording due process, that the Company is likely to satisfy cable - related community needs and has found the Company's technical ability, financial condition, and character to be satisfactory and has also found to be adequate and feasible the Company's plans for constructing and operating the cable television system. In making said determination, the Municipality considered the past performance of the Company and its affiliated entities and the Company's likelihood of satisfactory

performance of its obligations hereunder and other factors the Municipality deemed necessary for approval of the Company as the cable television franchisee, which approval will not be unreasonably withheld.

SECTION 4 -- TERM AND THE RIGHTS ARISING HEREUNDER

The franchise herein granted and the rights arising hereunder are for a term commencing on the "effective date" and expiring ten (10) years therefrom.

Company and Municipality hereby agree that from the effective date until the date of NYSCCT confirmation hereof, Municipality and Company shall be bound by and comply with terms of this Agreement and shall take no action contrary thereto; from and after NYSCCT confirmation, Municipality and Company shall continue to be bound by and comply with the terms of this Agreement.

SECTION 5 -- REVOCATION

PART 1. The Municipality may revoke this Franchise and all rights of the Company hereunder in any of the following events or for any of the following reasons:

- (a) Company fails after sixty (60) days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision or material provisions of this franchise. Notwithstanding the above, should Company comply or take said reasonable steps to comply with said sixty (60) day notice, the right to revoke this Franchise shall immediately be extinguished; or
- (b) Company is adjudged as bankrupt; or
- (c) Company attempts or does practice a material fraud or deceit in its securing of this franchise.

PART 2. Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted a (ordinance) Local Law setting forth the cause and reason for the revocation and the effective date thereof, which (ordinance) Local Law shall not be (adopted) effective until the expiration of one hundred twenty (120) days from the date of delivery of written notice to the Company specifying the reasons for revocation and an opportunity for the Company to be fully and fairly heard on the proposed adoption of such proposed (ordinance) Local Law.

If the revocation as proposed therein depends on a finding of act, such finding of fact shall be made by the Municipality only after an administrative hearing providing the Company with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence, and to

question witnesses. A transcript shall be made of such hearing. The Company shall have the right to appeal any such administrative decision to a state court or a federal district court as the Company may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

PART 3. In no event, and notwithstanding any contrary provision in this section or elsewhere in this franchise, shall this franchise be subject to revocation or termination, or the Company be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is due to Acts of God or other events beyond the control of the Company. The Company shall be excused from its obligations herein during the course of any such events or conditions, and the time specified for performance of the Company's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

PART 4. Nothing contained in this franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this franchise.

SECTION 6 -- INDEMNIFICATION & INSURANCE

PART 1. The Company hereby agrees to indemnify the Municipality for, and hold it harmless from, all liability, damage, cost or expense (including reasonable attorney's fees) arising from claims of injury to persons or damage to property caused by reason of any negligent conduct undertaken by the Company, its employees or agents in the construction, installation and maintenance of the Cable Television System.

PART 2. The Company shall as of the effective date of this franchise furnish to the Municipality evidence of a liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this franchise at the cost and expense of the Company; said policy and replacements shall be in the combined amount of three million dollars (\$3,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State.

In addition, the Company shall carry worker's compensation insurance for its employees in such amount as is required by the laws of the State of New York. the insurance coverage hereinabove referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

PART 3. Notwithstanding any provision contained within this franchise, the Municipality and Company hereby expressly agree that the Company

shall not be liable for and shall not indemnify the Municipality in any manner and in any degree whatsoever from and against any action, demand, claims, losses, liabilities, suits or proceedings arising out of or related to any (i) programming carried over or transmitted by or through the Cable Television System (other than locally originated programming produced by the Company), or (ii) the negligent or intentional wrongdoing of the Municipality or any of its employees, agents or officers.

SECTION 7 -- USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

PART 1. the Company hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by the Company of the Company's lines and other equipment. Notwithstanding the above, where necessary to service subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.

PART 2. Subject to the provisions of sub-paragraph (c), below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines and related facilities be installed underground, the Company shall install its lines and related facilities underground in accordance with such requirement.

PART 3. Notwithstanding the foregoing, if the Company shall in any instance be unable to install or locate any part of its property underground, then the Municipality, on being apprised of the facts thereof, shall permit such property to be installed above the ground even though other facilities in the area may be placed, or required to be place, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

SECTION 8 -- RELOCATION OF PROPERTY

Whenever the Municipality or a public utility franchised or operating within the Municipality shall require the relocation or reinstallation of any property of the Company in or on any of the streets of the Municipality as a result of the relocation or other improvements of any such streets, it shall be the obligation of the Company on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality or the public utility.

The Company shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires

or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to the Company by the person requesting the same. The Company shall be given in such cases not less than five (5) (working) business days prior written notice in order to arrange for the changes required.

SECTION 9 -- USE & INSTALLATION

The Company or any person authorized by the Company to erect, construct or maintain any of the property of the Company used in the transmission or reception of cable television service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of the Company in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All cable television system equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed or replaced.

The Company agrees to use its best efforts to install all cable television system equipment in a manner to reasonably minimize interference to be expected with the usual use of the streets and in no event shall any such cable television system equipment be located so as to substantially and regularly interfere with the usual public travel on any street of the Municipality. All work involved in the construction, installation, maintenance, operation and repair of the cable television system shall be performed in a safe, thorough and reliable manner and all materials and equipment shall be of good and durable quality. In the event that any municipal property is damaged or destroyed in the course of operations by the Company, such property shall be repaired by Company with thirty (30) days and restored to serviceable condition.

Whenever the Company shall cause or any person on its behalf shall cause any injury or damage to public property or street, by or because of the installation, maintenance or operation of the cable television system equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to the Company from the Municipality or after the Company becomes aware of the same in such fashion as to restore the property or street to substantially its former condition.

The Company is hereby granted the authority to trim trees upon and overhanging the streets of, and abutting private property, (i.e. - in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cables and other equipment of the Company's cable television system.

The town's designee shall have the right to inspect at any time all construction or installation work performed subject to the provisions of the Franchise and to make such tests as it shall deem necessary to ensure

compliance with the terms of the Franchise and all other applicable law. the Company shall cooperate fully with the Town during all inspections and tests and shall provide access to all equipment records, and other materials and information necessary for such inspections and tests. The town agrees that no such inspections or tests shall be conducted so as to interfere with the normal construction, installation, or operation of the cable system.

SECTION 10 -- REMOVAL AND ABANDONMENT OF PROPERTY

If the use of any part of the company's cable television system occupying the streets of the Municipality is discontinued for any reason (other than for reasons beyond the Company's reasonable control) for a continuous and uninterrupted period of twelve months, the Company shall (on being) be given sixty (60) days prior written notice thereafter by the Municipality, provided no such notice is sent without prior vote of the Town Board (or Council) directing the forwarding of said notification, remove that portion of its cable television system from the streets of the Municipality which has both remained unused and which the Municipality for good cause shown and articulated in said notice deems necessary to remove to protect the public health and safety.

The cost and expense of said removal shall be borne by the Company, and said streets shall be placed in as nearly as good condition as immediately before the removal as is reasonable. In the event the Company shall fail to timely remove said unused portion of said system and after an additional thirty (30) days written notice from the Municipality to the Company, the said portion of the System shall be deemed abandoned and the Municipality may remove or cause to move said portions of the cable television system from the streets of the Municipality which it deems necessary in order to protect the public health and safety. It is understood that the cost of any such removal shall be borne by the Company.

SECTION 11 -- OPERATION AND MAINTENANCE; CONSTRUCTION AND LINE EXTENSION

PART 1. The Company shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 596 of the Rules and Regulations of the NYSCCT and the technical requirements of the FCC.

The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time.

The Company shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. The Company shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling, and switching equipment,

shall be acted upon promptly after notification. Pursuant to Section 590.66 of the NYSCCT Rules and Regulations the Franchisee shall give credit for every service outage in excess of four continuous hours. The four hour period shall commence at the time the Franchisee first becomes aware of the outage. The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed.

The Municipality shall have the right and authority to request an inspection or test of the cable system by the NYSCCT, the FCC, or to have such inspection or test performed, all at the Municipality's expense. The Company shall fully cooperate in the performance of such testing.

The Franchisee shall not deny service or access, or otherwise discriminate against subscribers, programmers, or general citizens on the basis of race, color, religion, national origin, age or sex. The Franchisee shall adhere to the Equal Employment Opportunity requirements of the FCC as expressed in Section 76.23(a) (8) and 76.311 of chapter 1 of Title 47 of the Code of Federal Regulations. The Franchisee will post job opportunities with the Company at the Town Hall, and to the extent permitted by law, shall give preference in hiring to a qualified applicant from the Town of Ontario for a job opportunity. The Franchisee shall comply at all times with all other applicable federal, state, county, and local laws, and all executive and administrative orders relating to discrimination.

PART 2. To the extent consistent with and subject to the Communications Act, and notwithstanding any other provision of this Agreement, any requests for cable television service in areas outside the area presently served by the Company, with additional areas, if any, the Company is required to serve either in accordance with this Agreement or the rules and regulations of the NYSCCT, shall be served as required by this Agreement or as required by such rules and regulations. (provided the Company is economically and otherwise reasonably capable of compliance with such request.)

PART 3. The Company is prohibited from abandoning any service to any area of the franchise area or any portion thereof without the written consent of the Municipality. In the event Company makes a showing of financial loss or technical infeasibility, such consent shall not be unreasonably withheld.

PART 4. The underground cost of construction (trenching) for a housing development, approved according to applicable town regulations, and requiring underground utilities, including cable television, shall be borne by the developer of the housing units. The trenching provided by the developer shall comply with the Company or other applicable local or state regulations or construction standards.

PART 5. Neither the Franchisee, nor any other person, agency, or entity shall tap or monitor or arrange for the tapping or monitoring of any

cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, other than the legitimate system tests, without the prior written consent of all affected parties.

Timely notification for placement of the cable equipment or facilities shall be made by the developer, or other authorized agent, to the Company and shall coincide with the notification and installation to other underground utilities. Provided that the Company receives such timely notification, the Company shall provide the necessary cable equipment and installation.

Activation of the cable lines, whether underground or aerial, shall be governed by the following criteria:

- (1) The Company shall assume the financial responsibility for activation if the area to be served is:
 - (a) Adjacent to activated cable plant of the Company; and
 - (b) Characterized by (an occupied resident housing density) all occupied or unoccupied dwelling units which have frontage on the designated street of 20 HPM or more.
- (2) If a development or any other area considered as a line extension does not meet the criteria set forth in (1) above, the developer, potential subscriber(s) or municipality, individually or jointly, may assume the financial responsibility for activation pursuant to application of the NYSCCT formula provided for in Part 595.5(b) (2) (refer to Appendix A attached hereto, or in the absence of a state delete formula, a formula developed by the Company pursuant to Part 595.5(b)(5)(ii).

PART 6. During 1995, Company agrees to construct cable line extensions at its expense and without participation in the direct costs of construction by the Municipality at the locations indicated in Exhibit #

1 (Delete:

- | | | |
|-------------------|---|--|
| (County Line Road | - | Between Route 104 and Berg Road, a distance of 1.1 miles. |
| Kenyon Road | - | From Knickerbocker Road to Briarwood Road for a distance of 0.1 miles. |
| Route 350 | - | From the existing cable lines south to the Town line for a distance of 0.3 miles |
| Tamarack Lane | - | Entire tract; distance 0.55 miles) |

SECTION 12 -- PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)

The Company provides access channels(s) designated for non-commercial, educational and governmental use by the public on a first come, first served, nondiscriminatory basis. Requirements and guidelines for

ADDENDUM: Town of Ontario Franchise

Where appropriate, the following new language is proposed

Public & Educational Access

The Company will work cooperatively with the Municipality and local public schools to establish a regional studio facility to serve the northwest portion of Wayne County and of the Finger Lakes CVI region.

The public access channel will allow for broadcast of electronically generated bulletin board announcements at no charge to the municipality, public schools or other users. Origin of these announcements will be designated in a manner acceptable to both the Company and the local Cable TV Advisory Committee.

The Company will provide written and broadcast notice of lock-out devices for consumer use

Technology Changes

The Municipality and the Company hereby acknowledge that the changes in technology in the cable television industry is advancing at a rapid rate. It is further acknowledged by the Company that the Municipality desires to ensure for its citizens the benefits of advances in cable television technology taking into account the technical and economic feasibility of applying such advances to the cable television system.

To this end, it is agreed, as a material term of this agreement, that the Company shall be obligated, at the request of the Municipality, to engage in detailed good faith public discussions and reviews of the state of cable television technology and its applicability to the cable television system, at any time during the fifth year of the franchise renewal.

Furthermore, it shall be an objective of such discussions that the technical and economic feasibility of applying new technologies in the cable television system shall be undertaken.

utilization of access channel(s) set forth pursuant to Part 595.4 of the NYSCT rules as may be approved are available in the local office of the Company and subscribers are notified on an annual basis of availability.

SECTION 13 -- RATES

PART 1. No rates or charges shall be regulated by or for the Municipality contrary to or inconsistent with applicable federal statutes or the rules and regulations of the FCC, including, without limitation, rates or charges concerning cable television service.

The Municipality acknowledges that it may not regulate the content of cable television service except that under current federal law it may exercise whatever rights it may have thereunder to object to or prohibit programming that is obscene or otherwise unprotected by the Constitution of the United States. To the extent not inconsistent with applicable laws, and notwithstanding any contrary provision of this franchise, the company may delete, add or rearrange video programming and other communication services, as well as service tiers, or portions, thereof, as it deems necessary or desirable provided it has first notified the Municipality and its subscribers in accordance with the terms of this franchise and applicable regulatory requirements.

PART 2. The company shall not unfairly discriminate against individuals in the establishment and application of rates and charges for video programming or other communication services generally available to all subscribers.

This provision is not intended to and shall not prohibit (i) sales, promotions or other discounts which the company deems necessary or desirable to market its video programming and other services; (ii) the company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or (iii) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rates to persons who subscribe to any services that are provided on a bulk billed basis.

SECTION 14 -- SERVICE TO PUBLIC FACILITIES AND ACCOUNTABILITY PROVISIONS

PART 1. At the request of the Municipality, the Company shall provide and maintain a single standard service outlet to each school, firehouse and municipally owned building which is occupied for governmental purposes, and (police station) emergency medical headquarters as agreed to herein or as may be reasonably requested by the Municipality within sixty days (60) after the effective date of this franchise provided the point chosen by the Company for connection of such wire to the institution is no further than two hundred feet (200') from the closest feeder line of the cable television system. The enhanced basic level of programming service shall be provided without charge, thereafter.

All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, at its expense, without the express written consent of the Company. The Company agrees to provide, at no charge to the Municipality, a fiber optic system among town buildings and local public schools for use by telecommunications or computer devices designated for town use only and for transmission of cable service as desired.

PART 2. The Company shall maintain the following records:

(i). A record of all service orders received regarding subscriber complaints including the date and time received, nature of complaint, date and time resolved, and action taken to resolve.

(ii). A log showing the date, approximate time and duration, type and probable cause of all cable system outages, whole or partial, due to causes other than routine testing or maintenance.

PART 3. To the extent not inconsistent with or prohibited by the provisions of Section 631 of the Cable Act and all other laws relating to subscriber privacy, the Municipality reserves the right to inspect any and all records the Company is required to maintain pursuant to this Franchise upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office.

PART 4. The Franchisee shall submit the following reports to the Franchising Authority, which reports shall be due within sixty (60) business days after the last day of each quarter of the Franchisee's fiscal year:

- A) An annual Revenue report the accuracy of which is verified by a Certified Public Accountant showing how it calculated the franchise fees paid during the year shall be submitted with the franchise fee payment and shall be for operations within the Town of Ontario only.
- B) An annual report of each year which shall include, but shall not be limited to all revenues, all expenses in standard categories, capital expenditures, interest charges, depreciation and amortization, profit and loss statement, sources and uses of funds and balance sheet. The State Commissions' annual financial report form may be submitted to partially fulfill this requirement. These reports shall be certified by a Certified Public Accountant and shall be prepared in accordance with accepted accounting principals and procedures.

PART 5. Until construction is complete, the Franchisee shall submit a written report every thirty (30) days to the Franchising Authority detailing status of the construction and progress since the previous report.

PART 6. The Company shall provide annually by January 31 a report of the previous year's activities of the system business office, that shall include:

- a) Total number of new installations and disconnections within Municipality;
- b) Logged reports, as required by Part 596.6 of the New York State Commission on Cable Television Regulations, of substandard visual reception on cable channels and system outages in Municipality that are the fault of the system and not due to subscriber-owned equipment or third-party facilities;
- c) Quarterly averages of telephone abandonment rates and call-waiting (on-hold) times as may be available on a system-wide basis; and
- d) Such other available and documentable information as requested by the Municipality needed to assess the performance of the Company in its business office operations.

SECTION 15 -- ADDITIONAL SUBSCRIBER SERVICES

PART 1. Payment for cable television service rendered to subscribers is due and payable in advance. A late charge, as determined by the Company, shall be applied to delinquent accounts.

PART 2. Payment for equipment provided by the Company to subscribers and the installation, repairs and removal thereof shall be paid in accordance with the Company's standard and customary practices and applicable rules and regulations of the FCC and/or NYSCCT.

PART 3. The Company shall have the right to disconnect delinquent subscribers and charge such subscribers therefor a disconnection charge as determined by the Company, where:

- (1) At least five (5) days have elapsed after written notice of discontinuance has been served personally upon a subscriber; or
- (2) At least eight (8) days have elapsed after mailing by registered mail to the subscriber written notice of discontinuance addressed to such person at the premises where the service is rendered.
- (3) As further prescribed in Part 590 of the rules and regulations of the NYSCCT.

PART 4. Notice of the Company's procedures for reporting and resolving billing disputes and the Company's policy and the subscribers rights in regard to "personally identifiable information", as that term is defined

in Section 631 of the Communications Act, will be given to each subscriber at the time of such person's initial subscription to the cable television system services and thereafter to all subscribers as required by federal or state law.

PART 5. The Company shall offer to, and shall notify in writing, the subscribers of the availability of (locking program control) lock-out or control devices which enable the subscriber to limit reception of obscene or indecent programming in the subscriber's residence. Any subscriber requesting such device shall (pay the Company in full upon the receipt of the same the charge imposed by the Company therefor) obtain said device at no charge.

PART 6. The Company shall give credit for cable television system outages involving all video programming and other services carried on the cable television system, which outage results in the interruption of such service for a minimum of four (4) hours provided such outage is due to no fault of the affected subscriber. Such credit shall be provided in accordance with all applicable federal and state laws and regulations.

PART 7. In accordance with the applicable requirements of federal and state laws, the Company shall provide written notice of any increases in rates or charges for any cable television service to subscribers and the Municipality at least sixty (60) days in advance.

PART 8. The Administrator, as the case may be, for the Municipality for this franchise shall be the Town Supervisor (or Mayor of the Municipality). All correspondence and communications between the Company and the Municipality pursuant to this franchise shall be addressed by the Company to the Town Supervisor (Administrator).

PART 9. It is agreed that all cable television service offered to any subscribers under this franchise shall be conditioned upon the Company having legal access to any such subscribers' dwelling units or other units wherein such service is to be provided.

PART 10. Neither the Franchisee, nor any other person, agency, or entity shall tap or monitor or arrange for the tapping or monitoring of any cable, line, signal input device, or subscriber outlet or receiver for any purpose whatsoever, other than the legitimate system tests, without the prior written consent of all affected parties.

PART 11. The franchisee will comply with Section 598 of the NYSCCT regarding landlord-tenant relationships pursuant to Section 828 of the Executive Law.

PART 12. The franchisee shall advise all subscribers about the benefits of retaining their existing indoor or outdoor antenna as an emergency antenna in the event CATV service is disrupted for any reason and for the purpose of receiving imported signals not carried by the franchisee. The

franchisee shall offer, free of charge, to each subscriber, for each cable television outlet, an easily operated AB switch or other device by which the subscriber can convert back and forth from cable to existing antenna reception.

SECTION 16 -- FRANCHISE FEES

PART 1. The Company shall annually pay to the Municipality during the term of this franchise a sum equal to three percent (3%) of gross revenues, as adjusted hereinbelow.

There shall be applied as a credit against the franchise fee the aggregate of:

- (i) any taxes, fees or assessments of general applicability imposed on the company or any subscribers, or both, which are discriminatory against the company or any subscribers,
- (ii) any non-capital expenses incurred by company in support of the PEG access requirements of this franchise and
- (iii) any fees or assessments payable to NYSCCT which when combined with all other fees and credits would exceed five percent (5%) of gross revenues. The company shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Sec. 626 of the New York State Real Property Tax Law.

Payment of the franchise fee shall be due annually within one hundred twenty (120) days of the end of the company's fiscal year on _____. The company shall submit to the Municipality, along with the payment of said fees, a report showing in reasonable detail the basis for the computation thereof.

PART 2. Upon reasonable notice and during normal business hours, the Municipality shall have the right to inspect all pertinent books, records, maps, plans, financial statement, and other like materials of the company which relate to the cable television system and its operation; provided, however, that none of (the Municipality) its officers, employees, executives, elected officials, agents, nor any other person shall have any right to inspect or review "personally identifiable information" of or concerning any subscribers, as that term is now or hereafter defined pursuant to Section 631 of the Communications Act.

In the event of the improper collection or disclosure of personally identifiable information under either the Communications Act or other applicable laws by the Municipality or any of its employees or agents, and notwithstanding any other provision to the contrary in this franchise, the Municipality shall be fully liable for any and all damages, costs, and expenses arising out of such improper collection or disclosure and shall reimburse, indemnify and hold harmless the company

therefrom.

PART 3. The Municipality, by option and resolution, local law, or otherwise, during the term of this franchise, reserves the right to waive the receipt of its franchise fee and may direct the company to allocate such fee to the state-formulated contribution-in-aid-of-construction of line extensions (as that term is defined in the rules and regulations of the NYSCCT) beyond the primary service area. On execution of such waiver, it shall be the responsibility of the municipality to notify the franchisee in writing (copy of resolution). Extension of its lines outside the primary area shall be provided as mutually designated by the municipality and the franchisee.

The fee holdback shall be applied by the company pursuant to its accounting and construction practices and the NYSCCT formula as set forth in Part 595.5(b)(2) or any other formula developed by the company pursuant to 595.5(b)(ii) as set forth in Appendix A of this document.

The company shall provide an accounting to the Municipality at the time of payment of the franchise fee.

PART 4. In the event the company agrees to pay a franchise fee of five percent (5%) of gross revenues without restriction in another political jurisdiction within the county which is served by the same physical cable system as that servicing the Municipality without a direct pass-through of the fee increase to subscribers, the Municipality shall have the right to request an increase in its franchise fee to 5% of gross revenues without the amount of the increase being passed through to cable subscribers as a direct additional charge attributable solely to said increase in the franchise fee. In such event, franchisee shall have the obligation to comply with said request by Municipality unless franchisee demonstrates that underlying economic or contractual differences exist between the two municipalities in question.

**SECTION 17 -- SEPARABILITY, POLICE POWERS,
GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION**

If any section, sub-section, sentence, clause, paragraph or portion of this franchise (as well as any law or regulation applicable or purported to be applicable to this franchise) is for any reason held to be invalid, void, unenforceable, illegal or unconstitutional by any court of competent jurisdiction, such law, regulation or provision of this franchise shall be deemed separate and distinct and shall have no affect on the validity of the remaining portions hereof.

To the extent not inconsistent with or contrary to applicable federal law, the terms of this franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this franchise or any existing or future state or local laws or rules that are inconsistent with or contrary to any applicable federal law, including the Cable

SECTION 19 -- FURTHER ASSURANCES

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the company may reasonably request in order to effect or confirm this franchise and the rights and obligations contemplated herein.

SECTION 20 -- INTEGRATION

This franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This franchise may be amended (except as otherwise expressly provided for herein) only by an agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by state law, amendments hereto shall be confirmed or approved by the NYSCCT. Changes in rates charged or cable television services rendered by the company shall not be deemed an amendment to this franchise.

This franchise may be executed in one or more counterparts, all of which taken together shall be deemed one original.

The headings of the various sections of this franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this franchise.

The rights and remedies of the parties pursuant to this franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this franchise.

SECTION 21 -- NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or the public in any manner which would indicate any such relationship with the other.

SECTION 22 -- ASSIGNMENT

The company shall not assign this franchise without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. The foregoing shall not apply to the assignment by the company to any entity which is a subsidiary of or is affiliated with it.

The Municipality hereby consents to the grant by company of a security interest in this franchise and all other assets of the cable television

Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable federal laws.

Subject to the foregoing, the Municipality reserves the right in the exercise of its police powers to adopt such regulations as are reasonably necessary and lawful to protect the public health and safety concerning the installation, construction and maintenance of the cable television system; provided, however, that such regulations are reasonable, not materially in conflict with the provisions of this franchise, and are exercised only after the Municipality finds that an emergency exists constituting a immediate danger to the public health and safety. In no event shall any regulation or other act be taken which shall have the effect of imposing or otherwise result in a franchise fee in excess of the fee permitted herein.

The company shall file requests for all necessary operating authorizations with the NYSCCT and the FCC within sixty (60) days of the effective date of this franchise.

The company shall not refuse to hire or employ and shall neither bar nor discharge from employment, and shall not discriminate against any person in compensation, terms, or conditions of employment because of age, race, creed, color, national origin or sex.

SECTION 18 -- NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail or by facsimile transmission or by any other means to the parties and locations:

When to the Company: Cablevision Industries, Inc.
Office of Franchising
One Cablevision Center
PO Box 311
Liberty NY 12754

Telecopy: (914) 295-2761

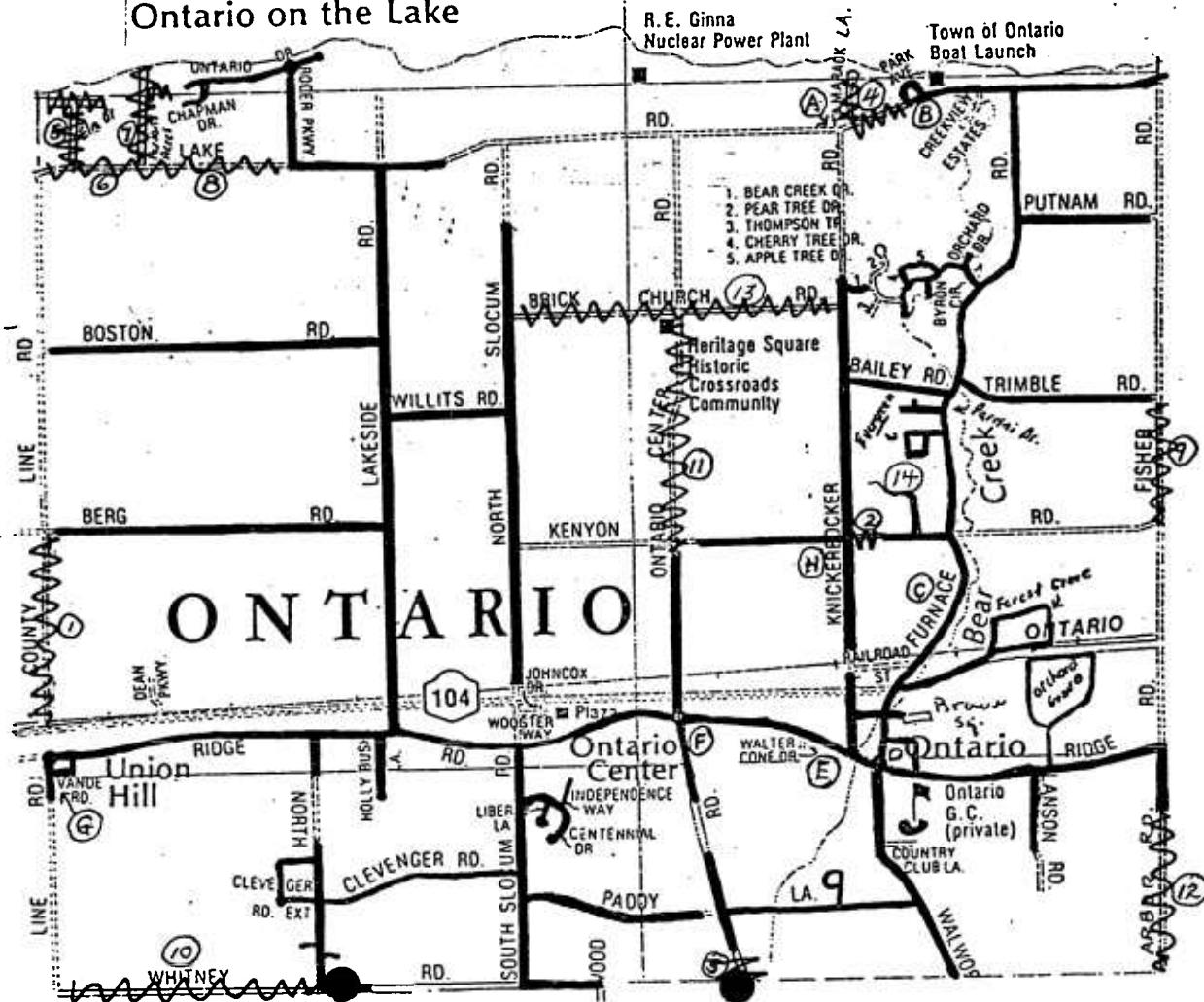
When to the Municipality: Town Supervisor
Town of Ontario
1850 Ridge Road
Ontario NY 14519-9535

Telecopy: (315) 524-4903

- A - Water Treatment Plant
- B - Waste Water Treatment Plant
- C - Town Highway Dept.
- D - Ambulance
- E - Town Hall/Fire Station
- F - Public Schools
- G - Fire Station
- H - Parks/Recreation

Currently cabled
Proposed cable construction

Ontario on the Lake



system to such lending institution or institutions as may be designated by the company, which institution(s) shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties hereto have caused this franchise to be duly executed by their duly authorized representatives the day and year first written above.

WITNESS:

CABLEVISION INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

MUNICIPALITY: TOWN OF ONTARIO

By: _____

Name: _____

Title: _____

Date: _____

RULES AND REGULATIONS
OF THE
NEW YORK STATE COMMISSION ON CABLE TELEVISION
PART 595 - FRANCHISE STANDARDS

apra

595.5 Requirements for construction of cable television plant and provision of cable television services.

(a) Definitions.

(1) *Primary service area* shall include each of the following within the franchised area:

(i) those areas where cable television plant has been built without a contribution-in-aid-of-construction by subscribers;

(ii) those areas where the cable television company is obligated by the terms of its franchise to provide cable television service without a contribution-in-aid-of-construction by subscribers;

(iii) any area adjoining an area described in subparagraph (i) or (ii) of this paragraph and which contains dwelling units at a minimum rate of 35 dwelling units per linear mile of aerial cable;

(iv) any area adjoining an area described in subparagraphs (i) and (ii) of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable as is the average number of dwelling units per linear mile of cable in areas described in subparagraphs (i) and (ii) of this paragraph. The average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs (i) and (ii) of this paragraph by the number of linear miles of cable in the same areas.

(2) *Line extension area* shall be any area within the franchised area which is not the primary service area.

(b) Where a cable television franchise is awarded, renewed or amended after October 1, 1982, the franchise will be confirmed or the amendment will be approved by the commission only if the franchise contains the following additional minimum franchise standards:

(1) That, within five years after receipt of all necessary operating authorizations, cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area.

(2) That cable television service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the lower of 35 or the average number of dwelling units per linear mile of cable in areas described in subparagraphs (i) and (ii) of this section; LE equals the number of dwelling units requesting service in the line extension area; and SC equals subscriber contribution-in-aid-of-construction in the line extension area.

(i) Whenever a potential subscriber located in a line extension area requests service, the cable television company shall, within 30 days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area, and shall inform each of the potential subscribers of the contribution-in-aid-of-construction that may be charged. The cable television company may require prepayment of the contribution-in-aid-of-construction. The cable television company shall apply for pole attachment agreements within 30 days of its receipt of the contribution-in-aid-of-construction. Cable television services must be made available to those who made a contribution-in-aid-of-construction within 90 days from the receipt of pole attachment by the cable television company.

(ii) The contribution-in-aid-of-construction shall be in addition to the installation rate set forth in the franchise.

(iii) During a five-year period commencing at the completion of a particular line extension, *pro rata* refund shall be paid to previous subscribers as new subscribers are added to

the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at the same address and who has not informed the company of the subscriber's address.

(3) That cable television service will be provided to any subscriber who demands service and who is located within 150 feet of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the installation charge specified in the franchise.

(4) Nothing in paragraph (1) of this subdivision shall be construed to preclude:

(i) the provision of cable television services by the franchisee in a line extension area without assessing a contribution-in-aid-of-construction; or

(ii) the inclusion in a cable television franchise of a provision establishing a primary service area which includes at least all of those areas which are in the primary service area as defined in subdivision (a) of this section.

(5) Nothing in paragraph (2) of this subdivision shall be construed to preclude:

(i) the discounting or the waiver of the maximum contribution-in-aid-of-construction charge a cable television company can charge a subscriber pursuant to paragraph (2) of this subdivision; or

(ii) the inclusion of a provision in a cable television franchise establishing a formula to be used to determine the contribution-in-aid-of-construction charge, which formula is different than the formula set forth in paragraph (2) of this subdivision, provided that the formula included in the franchise does not require payment by the subscriber in a line extension area of a higher contribution-in-aid-of-construction charge than would result from the use of the formula set forth in paragraph (2) of this subdivision.

(c) All cable television companies operating in the State of New York shall make cable television service available to all potential subscribers requesting service who are located in a primary service area as defined in paragraph (a)(1) of this section, and shall make services available in line extension areas as defined in paragraph (a)(2) of this section at charges which may not exceed those provided for in paragraph (b)(2) of this section within the following schedule of compliance:

(1) prior to January 1, 1984 in any franchise area for which the original certificate of confirmation of the franchise was granted by this commission prior to January 1, 1979;

(2) within five years from the date the certificate of confirmation was granted by this commission, in any franchise area for which the original certificate of confirmation of the franchise was granted by this commission after January 1, 1979.

(d) The provisions of this section may be waived by the commission if the commission determines that compliance with the section would not be possible within the limitations of economic feasibility.

Historical Note
Sec. filed Aug. 3, 1982; *amended*, filed Aug. 22, 1983;
eff. Aug. 22, 1983.

APPENDIX A

CERTIFICATE OF SERVICE

DATE: June 20, 1994

TO: Central Files

FROM: Carol Jamison

ORDER #: 94-224

DOCKET #: ~~M31275~~

I certify that the above Commission Order has been approved by the Commission and that the contents of the Order are consistent with the intent of the Commission's approval and that copies of the attached Commission Order were sent to the following by first class mail, postage prepaid:

Honorable James Switzer
Supervisor
Town of Ontario
1850 Ridge Rd.
Ontario, NY 14519

CVI-Fingerlakes Cable
3518 Sutton Rd.
Geneva, NY 14456



Signature



NEW YORK STATE COMMISSION ON CABLE TELEVISION

In the Matter of

94-224

Application of CVI-Fingerlakes Cable)
for approval of Temporary Operating) Docket No. M31275
Authority in the Town of Ontario)
(Wayne County))

ORDER GRANTING TEMPORARY OPERATING AUTHORITY

(Adopted: June 8, 1994; Released: June 15, 1994)

The Town of Ontario is presently being serviced by CVI-Fingerlakes Cable whose franchise expires June 25, 1994. The Company and the Village are negotiating a franchise renewal. This Commission finds it would be in the public interest to grant a Temporary Operating Authority so that the Company may continue to provide cable television services during the negotiation of the franchise renewal.

Part 595 of our rules sets forth franchise standards which must be contained in a cable television franchise presented to this Commission for approval.

However, prior to the approval of a renewed franchise by this Commission, there may be disagreement as to the rights and obligations of the parties. Therefore, this Temporary Operating Authority is granted on the condition that during the term of this authority, the parties shall comply with all the terms and provisions of their recently expired franchise and all of the provisions set forth in Part 595 of our rules. In the event any franchise provision is inconsistent with a provision of Part 595, the provision most beneficial to the subscriber shall be controlling.

THE COMMISSION ORDERS:

Pursuant to section 816(1) of the Executive Law, and other applicable provisions of article 28 of the Executive Law, and subject to the conditions and understandings expressed herein, Temporary Operating Authority is hereby granted to CVI-Fingerlakes Cable for its operations in the Town of Ontario, said authority to expire on December 7, 1994.

Commissioners Participating: William B. Finneran, Chairman; John A. Passidomo and Gerard D. DiMarco, Commissioners



NEW YORK STATE COMMISSION ON CABLE TELEVISION

In the Matter of

94-224

Application of CVI-Fingerlakes Cable)
for approval of Temporary Operating) Docket No. M31275
Authority in the Town of Ontario)
(Wayne County))

ORDER GRANTING TEMPORARY OPERATING AUTHORITY

(Adopted: June 8, 1994; Released: June 15, 1994)

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Commissioners Participating: William B. Finneran, Chairman; John A. Passidomo and Gerard D. DiMarco, Commissioners

mAPD(CJ)

REC'D - ALBANY
NYS COMMISSION ON
CABLE TELEVISION

TOWN OF ONTARIO

1850 RIDGE ROAD . ONTARIO, NEW YORK 14519-9535
VOICE (315) 524-7105 . FAX (315)-524-4903

94 MAR 16 PM 3:32

JAMES E. SWITZER

SUPERVISOR

March 14, 1994

97-U-0424

Carol Jamison
NYS Commission on Cable T.V.
Empire State Plaza
21st Floor, Corning Tower
Albany, NY 12223

m31275
wayne
(10991)

Dear Carol,

I am writing to confirm your meeting with the Ontario Town Board and Citizens' Advisory Committee on Monday evening, March 21, 1994 at 7:30 P.M. at the Ontario Town Hall.

I have enclosed a map which provides general directions from the Manchester Thruway exit. The town hall is located at 1850 Ridge Road. When you reach the intersection at Ontario Center (on Route 350, just north of our local middle school and high school), turn right on Ridge Road and proceed approximately one mile to the town hall complex. We're located in the one story building which also includes the public library. The landmark to watch for is Palmer Hall (our courthouse) which is directly in front of the town hall.

Looking forward to seeing you on the 21st. If you have any questions about directions in route, call us at 315-524-7105 or 1-800-542-5242.

I have enclosed copies of the community survey which our citizens' committee designed, conducted and compiled, including the comments.

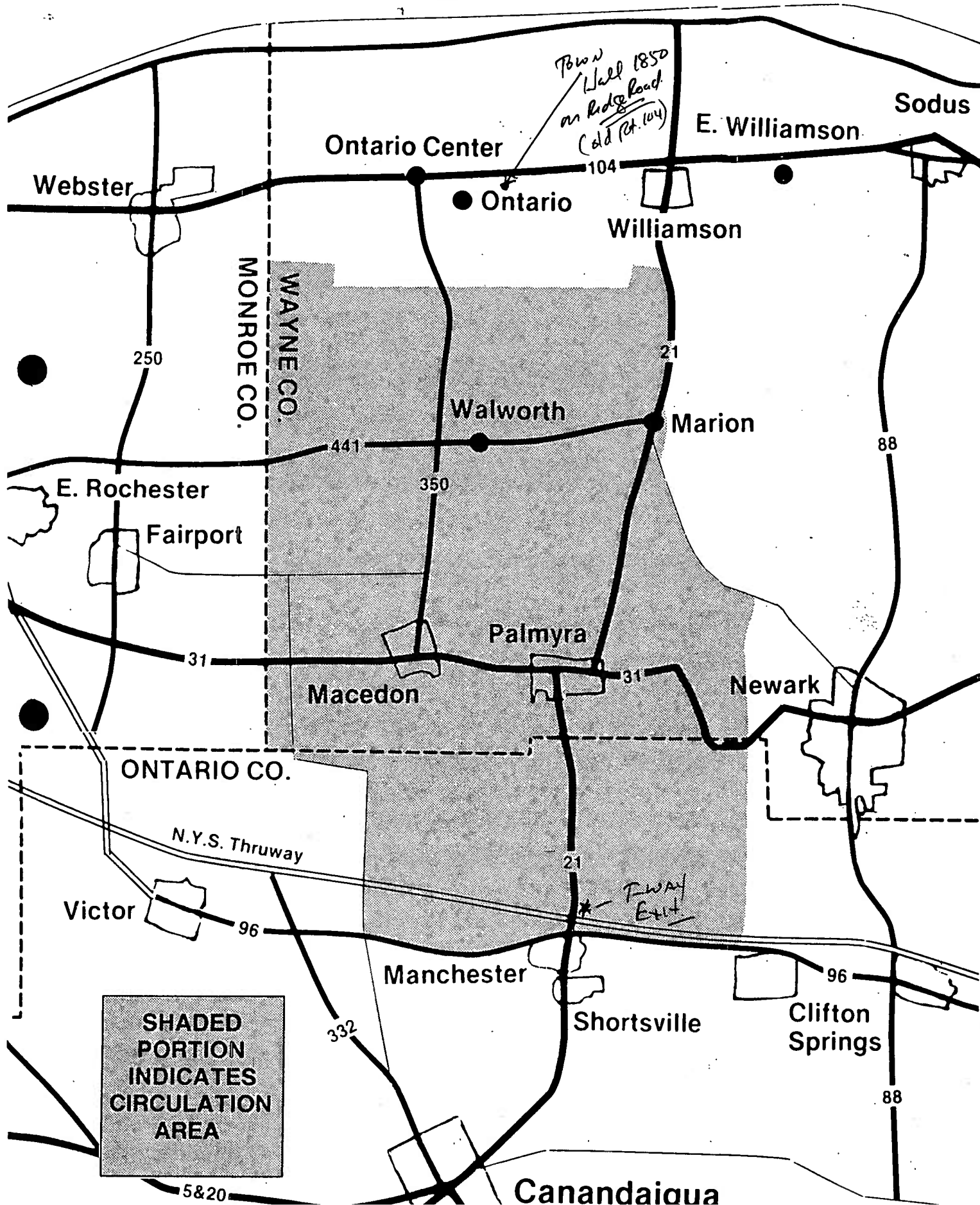
Sincerely yours,

James E. Switzer

James E. Switzer,
Ontario Town Supervisor

JES:drb
JS39-94
Encls.

Lake Ontario



cc BTF for

Coral Joneson

letter, plz

TOWN OF ONTARIO

CABLE TELEVISION SURVEY

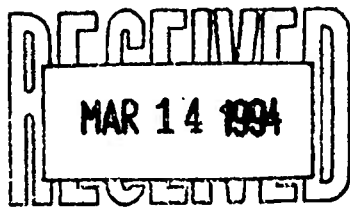
MAJOR MESSAGES:

- MOST PEOPLE ARE INTERESTED IN BECOMING CABLE SUBSCRIBERS.
- TECHNICAL INSTALLATION SUPPORT IS CONSIDERED GOOD.
- NEED TO EXPAND THE AREA OF COVERAGE IN THE TOWN OF ONTARIO.
- CUSTOMER BASE HAS EXPERIENCED OUTAGES/ RECEPTION PROBLEMS.
- CUSTOMERS SERVICE NEEDS TO IMPROVE.
- NUMBER OF CHANNELS, CHANNELS OPTIONS AND COST NEED IMPROVEMENT.

²⁵
over 20% resp in total survey

over

QUESTIONS	% Yes
• Are you a current subscriber?	76
• Are you interested in becoming a cable subscriber?	57
• Have you considered a satellite dish	44
• Have you experienced any of the following?	
a) Poor reception	58
b) Reassigned channels w/o notification	57
c) Outages	70
• How satisfied are you overall with your current cable service?	40% Dissatisfied
• How satisfied are you with:	
a) the quality of your reception	67% Satisfied
b) Notification of changes to your service	46% Dissatisfied
c) Frequency of outages	55% Dissatisfied
• How satisfied are you with our cable company's technical support with regard to install, response time, professionalism, etc.	62% Satisfied
• How satisfied are you with our cable company's billing/customer service with regard to:	50% Satisfied



COPYDRAFT

03/10/94

FRANCHISE RENEWAL AGREEMENT

THIS AGREEMENT, executed in triplicate this _____ day of _____, 1994, by and between the Town of Ontario (hereinafter referred to as the Municipality), by the Supervisor acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the Board), party of the first part, and Cablevision Industries, Inc. or other appropriate entity), a corporation organized and existing under the laws of the State of New York, the principal place of business of which is located at One Cablevision Center, P.O. Box 311, Liberty, New York 12754 (hereinafter referred to as the Company), party of the second part:

WITNESSETH

WHEREAS, Pursuant to the Town Law the Board has the exclusive power on behalf of the Municipality to grant franchise renewals providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Municipality to any franchisee for or relating to the occupation or use of the Streets; and

WHEREAS, Pursuant to the Communications Act of 1934, as amended (the "Communications Act"), the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Board and the Company pursuant to said federal law and pursuant to applicable state laws and the regulations promulgated thereunder, have complied with the franchise renewal procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

WHEREAS, The Municipality has conducted negotiations with the Company and has conducted one or more public hearings on the Company's franchise renewal proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of the Company's technical ability, financial condition, and character; said public hearing also included consideration and approval of the Company's plans for constructing and operating the cable television system; and

WHEREAS, Following such public hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to renew Company's franchise as provided hereinafter; and

WHEREAS, The Board, in granting this franchise renewal, embodied in the renewal agreement the results of its review and any negotiations with the Company and has determined that said franchise renewal agreement and the Company respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York State Commission on Cable Television; and

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise renewal agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

SECTION 1 -- DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) "Basic Service" means such cable television service as is provided in the lowest priced Service Tier.
- (b) "Board" means the Board of Trustees of the Municipality.
- (c) "Cable Television Service" means
 - (1) The one way transmission to Subscribers of Video Programming, or other cable and communications services; and/or
 - (2) Subscriber interaction, if any, which is required for the selection of such Video Programming, or other communications services; and/or
 - (3) Interactive Service.
- (d) "Cable Television System" means a facility, consisting of a set of closed transmission paths, including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that is designed to provide Cable Television Service to multiple Subscribers within a community.
- (e) "Communications Service" means the one-way or two-way transmission and distribution of analog or digital audio, video and/or data signals.
- (f) "Company" means Cablevision Industries, Inc., its successors, assigns and transferees.

- (g) "Effective Date" of this agreement shall be the date upon which both parties to this Agreement shall have affixed their signatures hereto.
- (h) "Franchise" means the grant or authority given hereunder renewing the franchise previously granted to the Company with the due consent of the Municipality, which consent or authority is evidenced by regulation, ordinance, permit, this agreement or any other authorization, to conduct and operate a Cable Television System in the Municipality in accordance with the terms hereof.
- (i) "FCC" means the Federal Communications Commission, its designee and any successor thereto.
- (j) "Gross Revenues" means all revenues net of franchise fees actually received by and paid to Company by cable television subscribers residing within the Municipality and pursuant to the rights granted by this Franchise.
- (k) "Interactive Service" means the two-way transmission of information over the Cable Television System including but not limited to, data transmission.
- (l) "May" is permissive.
- (m) "Municipality" means the Town of Ontario. Wherever the context shall permit, Board, Council and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.
- (n) "NYSCCT" means New York State Commission on Cable Television.
- (o) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation, or organization of any kind, the successors or assigns of the same.
- (p) "Service Tier" means a category of Cable Television Service provided by the Company over the Cable Television System for which a separate rate is charged for such category by the Company.
- (q) "Shall" or "will" are mandatory.

- (r) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the Municipality.
- (s) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.
- (t) "Video Programming" means any or all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 -- CONSENT TO FRANCHISE AND CONDITION PRECEDENT

(a) The Municipality hereby grants to the Company the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service and Communications Service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the Streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon, and across any and all said Streets such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as is deemed necessary or useful by the Company, subject to the Company's obligation to provide efficient Cable Television Service. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes the Company to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such items of the Cable Television System as is deemed necessary or useful by the Company in order to provide Cable Television Service. Upon request by Company and at Company's sole expense, the Municipality hereby agrees to assist the Company in gaining access to and using any such easements.

(b) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to cable television service.

(c) In the event the Municipality grants to any other Person (being referred to as "Grantee" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation, or maintenance of all or part of a cable television system or any similar system or technology, the Municipality shall insert the following language into any such franchise, consent or other document, and/or promptly enact legislation, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Grantee agrees that it shall not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of the [Company] without the prior written consent of the [Company]. Grantee shall indemnify the [Company] against any damages or expenses incurred by the [Company] as a result of any such removal, damage, penetration, replacement or interruption of the services of the [Company] caused by the Grantee."

As used immediately above in the above quoted paragraph, the term "[Company]" shall mean the Company, as defined in this Franchise, and its successors, assigns and transferees.

In addition to the foregoing, in the event any such grants of franchises, consents or other rights to occupy the Streets, or the provision of any service pursuant thereto, are on terms more favorable than those contained herein, the provisions of this Franchise shall be deemed modified without any further action so as to match any such less onerous provisions.

As used in this Part, the phrase "occupancy or use of the Streets", or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.

SECTION 3 -- APPROVAL OF COMPANY BY MUNICIPALITY

The Municipality hereby acknowledges and agrees that this Franchise has been approved and entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations including, but not limited to, the rules and regulation of FCC and the NYSCCT, and hereby represents and warrants that this Franchise has been duly approved and entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with the Company for the purposes of evaluating the Company and negotiating and consummating this Franchise.

The Municipality has determined, after affording the public all adequate and due notice and opportunity for comment in public proceedings affording due process, that the Company is likely to satisfy cable-related community needs and has found the Company's technical ability, financial condition, and character to be satisfactory and has also found to be adequate and feasible the Company's plans for constructing and operating the Cable Television System. In making said determination, the Municipality considered the past performance of the Company and its affiliated entities and the Company's likelihood of satisfactory performance of its obligations hereunder and other factors the Municipality deemed necessary for approval of the Company as the cable television franchisee, which approval will not be unreasonably withheld.

SECTION 4 -- TERM AND THE RIGHTS ARISING HEREUNDER

The Franchise herein granted and the rights arising hereunder are for a term commencing on the "Effective Date" and expiring ten years therefrom.

Company and Municipality hereby agree that from the Effective Date until the date of NYSCCT confirmation hereof, Municipality and Company shall be bound by and comply with terms of this Agreement and shall take no action contrary thereto; from and after NYSCCT confirmation, Municipality and Company shall continue to be bound by and comply with the terms of this Agreement.

SECTION 5 -- REVOCATION

(a) The Municipality may revoke this Franchise and all rights of the Company hereunder in any of the following events or for any of the following reasons:

- (i) Company fails after sixty days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision or material provisions of this Franchise. Notwithstanding the above, should Company comply or take said reasonable steps to comply with said sixty (60) day notice, the right to revoke this Franchise shall immediately be extinguished; or
- (ii) Company is adjudged a bankrupt; or
- (iii) Company attempts or does practice a material fraud or deceit in its securing of this Franchise.

(b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance setting forth the cause and reason for the revocation and the effective date thereof, which ordinance shall not be adopted until the expiration of one hundred twenty (120) days from the date of delivery of written notice to the Company specifying the reasons for revocation and an opportunity for the Company to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing the Company with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence, and to question witnesses. A transcript shall be made of such hearing. The Company shall have the right to appeal any such administrative decision to a state court or a federal district court as the Company may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

(c) In no event, and notwithstanding any contrary provision in this section or elsewhere in this Franchise, shall this Franchise be subject to revocation or termination, or the Company be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is due to Acts of God or other events beyond the control of the Company. The Company shall be excused from its obligations herein during the course of any such events or conditions, and the time specified for performance of the Company's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

(d) Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

SECTION 6 -- INDEMNIFICATION & INSURANCE

(a) The Company hereby agrees to indemnify the Municipality for, and hold it harmless from, all liability, damage, cost or expense (including reasonable attorney's fees) arising from claims of injury to persons or damage to property caused by reason of any negligent conduct undertaken by the Company, its employees or agents in the construction, installation and maintenance of the Cable Television System. -

(b) The Company shall as of the Effective Date of this Franchise furnish to the Municipality evidence of a liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise at the cost and expense of the Company; said policy and replacements shall be in the combined amount of Three Million Dollars (\$3,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, the Company shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage hereinabove referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

(c) Notwithstanding any provision contained within this Franchise, the Municipality and Company hereby expressly agree that the Company shall not be liable for and shall not indemnify the Municipality in any manner and in any degree whatsoever from and against any action, demand, claims, losses, liabilities, suits or proceedings arising out of or related to any (i) programming carried over or transmitted by or through the Cable Television System (other than locally originated programming produced by the Company), or (ii) the negligent or intentional wrongdoing of the Municipality or any of its employees, agents or officers.

SECTION 7 -- USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

(a) The Company hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by the Company of the Company's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.

(b) Subject to the provisions of sub-paragraph (c), below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines and related facilities be installed underground, the Company shall install its lines and related facilities underground in accordance with such requirement.

(c) Notwithstanding the foregoing, if the Company shall in any instance be unable to install or locate any part of its property underground, then the Municipality, on being apprised of the facts thereof, shall permit such property to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

SECTION 8 -- RELOCATION OF PROPERTY

Whenever the Municipality or a public utility franchised or operating within the Municipality shall require the relocation or reinstallation of any property of the Company in or on any of the Streets of the Municipality as a result of the relocation or other improvements of any such Streets, it shall be the obligation of the Company on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality or the public utility.

The Company shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to the Company by the person requesting the same. The Company shall be given in such cases not less than five (5) working days prior written notice in order to arrange for the changes required.

SECTION 9 -- USE & INSTALLATION

The Company or any person authorized by the Company to erect, construct or maintain any of the property of the Company used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of the Company in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed or replaced.

The Company agrees to use its best efforts to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Municipality. All work involved in the construction, installation, maintenance, operation and repair of the Cable Television

System shall be performed in a safe, thorough and reliable manner and all materials and equipment shall be of good and durable quality. In the event that any municipal property is damaged or destroyed in the course of operations by the Company, such property shall be repaired by Company within 30 days and restored to serviceable condition.

Whenever the Company shall cause or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to the Company from the Municipality or after the Company becomes aware of the same in such fashion as to restore the property or street to substantially its former condition. The Company is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e. - in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cables and other equipment of the Company's Cable Television System.

SECTION 10 -- REMOVAL AND ABANDONMENT OF PROPERTY

If the use of any part of the Company's Cable Television System occupying the Streets of the Municipality is discontinued for any reason (other than for reasons beyond the Company's reasonable control) for a continuous and uninterrupted period of twelve months, the Company shall on being given sixty (60) days prior written notice thereafter by the Municipality, provided no such notice is sent without prior vote of the Board or Council directing the forwarding of said notification, remove that portion of its Cable Television System from the Streets of the Municipality which has both remained unused and which the Municipality for good cause shown and articulated in said notice deems necessary to remove to protect the public health and safety. The cost and expense of said removal shall be borne by the Company, and said Streets shall be placed in as nearly as good condition as immediately before the removal as is reasonable. In the event the Company shall fail to timely remove said unused portion of said system and after an additional thirty (30) days written notice from the Municipality to the Company, the said portion of the System shall be deemed abandoned and the Municipality may remove or cause to move said portions of the Cable Television System from the Streets of the Municipality which it deems necessary in order to protect the public health and safety. It is understood that the cost of any such removal shall be borne by the Company.

SECTION 11 -- OPERATION AND MAINTENANCE;
CONSTRUCTION AND LINE EXTENSION

(a) The Company shall maintain and operate its cable television system at all times in compliance with the duly promulgated and lawful provisions of Section 596 of the Rules and Regulations of the NYSCCT and the technical requirements of the FCC. The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. The Company shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. The Company shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling, and switching equipment, shall be acted upon promptly after notification. The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Municipality shall have the right and authority to request an inspection or test of the cable system by the NYSCCT, the FCC, or to have such inspection or test performed, all at the Municipality's expense. The Company shall fully cooperate in the performance of such testing.

(b) To the extent consistent with and subject to the Communications Act, and notwithstanding any other provision of this Agreement, any requests for cable television service in areas outside the area presently served by the Company, with additional areas, if any, the Company is required to serve either in accordance with this Agreement or the rules and regulations of the NYSCCT, shall be served as required by this Agreement or as required by such rules and regulations, provided the Company is economically and otherwise reasonably capable of compliance with such request.

(c) The Company is prohibited from abandoning any service to any area of the franchise area or any portion thereof without the written consent of the Municipality. In the event Company make a showing of financial loss or technical infeasibility, such consent shall not be unreasonably withheld.

(d) The underground cost of construction (trenching) for a housing development, approved according to applicable Town regulations, and requiring underground utilities, including cable television, shall be borne by the developer of the housing units. The trenching provided by the developer shall comply with the Company construction standards.

Timely notification for placement of the cable equipment or facilities shall be made by the developer, or other authorized agent, to the Company and shall coincide with the notification and installation to other underground utilities. Provided that the Company receives such timely notification, the Company shall provide the necessary cable equipment and installation.

Activation of the cable lines, whether underground/aerial, shall be governed by the following criteria:

- (1) The Company shall assume the financial responsibility for activation if the area to be served is:
 - a) Adjacent to activated cable plant of the Company; and
 - b) Characterized by an occupied resident housing density of 20 HPM or more.
- (2) If a development or any other area considered as a line extension does not meet the criteria set forth in (1) above, developer, potential subscriber(s) or municipality, individually or jointly, may assume the financial responsibility for activation pursuant to application of the NYSCCT formula provided for in Part 595.5(b)(2) (refer to Appendix A attached hereto), or in the absence of a state formula, a formula developed by the Company pursuant to Part 595.5(b)(5)(ii).

(e) During 1995, Company agrees to construct cable line extensions at its expense and without participation in the direct costs of construction by the Municipality at the following locations (see map):

- | | | |
|------------------|---|---|
| County Line Road | - | Between Route 104 and Berg Road, a distance of 1.1 miles. |
| Kenyon Road | - | From Knickerbocker Road to Briarwood Road for a distance of 0.1 miles. |
| Route 350 | - | From the existing cable lines south to the Town line for a distance of 0.3 miles. |
| Tamarac Lane | - | Entire tract; distance 0.55 miles. |

SECTION 12

PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)

The Company provides access channels(s) designated for non-commercial, educational and governmental use by the public on a first come, first served, nondiscriminatory basis. Requirements and guidelines for utilization of access channel(s) set forth pursuant to Part 595.4 of the NYSCCT rules as may be approved are available in the local office and subscribers are notified on an annual basis of availability.

SECTION 13 -- RATES

(a) No rates or charges shall be regulated by or for the Municipality contrary to or inconsistent with applicable federal statutes or the rules and regulations of the FCC, including, without limitation, rates or charges concerning Cable Television Service.

The Municipality acknowledges that it may not regulate the content of Cable Television Service except that under current federal law it may exercise whatever rights it may have thereunder to object to or prohibit programming that is obscene or otherwise unprotected by the Constitution of the United States. To the extent not inconsistent with applicable laws, and notwithstanding any contrary provision of this Franchise, the Company may delete, add or rearrange Video Programming and other communication services, as well as Service Tiers, or portions thereof, as it deems necessary or desirable provided it has first notified the Municipality and its subscribers in accordance with the terms of this Franchise and applicable regulatory requirements.

(b) The Company shall not unfairly discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. This provision is not intended to and shall not prohibit (i) sales, promotions or other discounts which the Company deems necessary or desirable to market its Video Programming and other services; (ii) the Company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all Subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or (iii) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rates to persons who subscribe to any services that are provided on a bulk billed basis.

**SECTION 14 -- SERVICE TO PUBLIC FACILITIES
AND ACCOUNTABILITY PROVISIONS**

(a) At the request of the Municipality, the Company shall provide and maintain a single standard service outlet to each school, firehouse and municipally owned building which is occupied for governmental purposes, and police station as agreed to herein or as may be reasonably requested by the Municipality within sixty days (60) after the Effective Date of this Franchise provided the point chosen by the Company for connection of such wire to the institution is no further than two hundred feet (200') from the closest feeder line of the Cable Television System. All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, at its expense, without the express written consent of the Company.

(b) The Company shall maintain the following records:

- (i). A record of all service orders received regarding subscriber complaints including the date and time received, nature of complaint, date and time resolved, and action taken to resolve.
- (ii). A log showing the date, approximate time and duration, type and probable cause of all cable system outages, whole or partial, due to causes other than routine testing or maintenance.

(c) To the extent not inconsistent with or prohibited by the provisions of Section 631 of the Cable Act and all other laws relating to subscriber privacy, the Municipality reserves the right to inspect any and all records the Company is required to maintain pursuant to this Franchise upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office.

SECTION 15 -- ADDITIONAL SUBSCRIBER SERVICES

(a) Payment for cable television service rendered to Subscribers is due and payable in advance. A late charge, as determined by the Company, shall be applied to delinquent accounts.

(b) Payment for equipment provided by the Company to Subscribers and the installation, repairs and removal thereof shall be paid in accordance with the Company's standard and customary practices and applicable rules and regulations of the FCC.

(c) The Company shall have the right to disconnect delinquent Subscribers and charge such Subscribers therefor a disconnection charge as determined by the Company, where:

- (1) At least five days have elapsed after written notice of discontinuance has been served personally upon a Subscriber; or
- (2) At least eight days have elapsed after mailing to the subscriber written notice of discontinuance addressed to such person at the premises where the service is rendered.

(d) Notice of the Company procedures for reporting and resolving billing disputes and the Company's policy and the Subscribers rights in regard to "personally identifiable information", as that term is defined in Section 631 of the Communications Act, will be given to each Subscriber at the time of such person's initial subscription to the Cable Television System services and thereafter to all Subscribers as required by federal or state law.

(e) The Company shall offer to, and shall notify in writing, the Subscribers of the availability of locking program control devices which enable the Subscriber to limit reception of obscene or indecent programming in the Subscriber's residence. Any Subscriber requesting such device shall pay the Company in full upon the receipt of the same the charge imposed by the Company therefor. The notice provided by the Company shall be given to new Subscribers at the time of installation and thereafter to all Subscribers as required by the federal or state law.

(f) The Company shall give credit for Cable Television System outages involving all Video Programming and other services carried on the Cable Television System, which outage results in the interruption of such service provided such outage is due to no fault of the affected Subscriber. Such credit shall be provided in accordance with all applicable federal and state laws and regulations.

(g) In accordance with the applicable requirements of federal and state laws, the Company shall provide written notice of any increases in rates or charges for any Cable Television Service.

(h) The Administrator, as the case may be, for the Municipality for this Franchise shall be Supervisor or Mayor of the Municipality. All correspondence and communications between the Company and the Municipality pursuant to this Franchise shall be addressed by the Company to the Administrator.

(i) It is agreed that all Cable Television Service offered to any Subscribers under this Franchise shall be conditioned upon the Company having legal access to any such Subscribers' dwelling units or other units wherein such Service is to be provided.

SECTION 16 -- FRANCHISE FEES

(a) The Company shall pay to the Municipality during the term of this Franchise a sum equal to three percent (3%) of Gross Revenues, as adjusted hereinbelow.

There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on the Company or any Subscribers, or both, which are discriminatory against the Company or any Subscribers, (ii) any non-capital expenses incurred by Company in support of the PEG access requirements of this franchise and (iii) any fees or assessments payable to NYSCCT which when combined with all other fees and credits would exceed five percent (5%) of gross revenues. The Company shall have the right to apply Franchise Fees paid as a credit against special franchise assessments pursuant to Sec. 626 of the New York State Real Property Tax Law.

Payment of the Franchise Fee shall be due annually within one hundred twenty (120) days of the end of the Company's fiscal year. The Company shall submit to the Municipality, along with the payment of said fees, a report showing in reasonable detail the basis for the computation thereof.

(b) Upon reasonable notice and during normal business hours, the Municipality shall have the right to inspect all pertinent books, records, maps, plans, financial statements, and other like materials of the Company which relate to the Cable Television System and its operation; provided, however, that none of the Municipality, its officers, employees, executives, elected officials, agents nor any other person shall have any right to inspect or review "personally identifiable information" of or concerning any Subscribers, as that term is now or hereafter defined pursuant to Section 631 of the Communications Act. In the event of the improper collection or disclosure of personally identifiable information under either the Communications Act or other applicable laws by the Municipality or any of its employees or agents, and notwithstanding any other provision to the contrary in this Franchise, the Municipality shall be fully liable for any and all damages, costs, and expenses arising out of such improper collection or disclosure and shall reimburse, indemnify and hold harmless the Company therefrom.

(c) The Municipality, by option and resolution, local law, or otherwise, during the term of this franchise, reserves the right to waive the receipt of its franchise fee and may direct the Company to allocate such fee to the State-formulated contribution-in-aid-of-construction of line extensions (as that term is defined in the rules and regulations of the NYSCCT) beyond the primary service area. On execution of such waiver, it shall be the responsibility of the municipality to notify the franchisee in writing (copy of resolution). Extension of its lines outside the primary area shall be provided as mutually designated by the municipality and the franchisee.

The fee holdback shall be applied by the Company pursuant to its accounting and construction practices and the NYSCCT formula as set forth in Part 595.5(b)(2) or any other formula developed by the Company pursuant to 595.5(b)(ii) as set for in Appendix A of this document.

The Company shall provide an accounting to the Municipality at the time of payment of the franchise fee.

(d) In the event the Company agrees to pay a franchise fee of five percent (5%) of Gross Revenues without restriction in another political jurisdiction within the county which is served by the same physical cable system as that serving the Municipality without a direct pass-through of the fee increase to subscribers, the Municipality shall have the right to request an increase in its franchise fee to 5% of Gross Revenues without the amount of the increase being passed through to cable subscribers as a direct additional charge attributable solely to said increase in the franchise fee. In such event, franchisee shall have the obligation to comply with said request by Municipality unless Franchisee demonstrates that underlying economic or contractual differences exist between the two municipalities in question.

**SECTION 17 -- SEPARABILITY, POLICE POWERS,
GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION**

If any section, sub-section, sentence, clause, paragraph or portion of this Franchise (as well as any law or regulation applicable or purported to be applicable to this Franchise) is for any reason held to be invalid, void, unenforceable, illegal or unconstitutional by any court of competent jurisdiction, such law, regulation or provision of this Franchise shall be deemed separate and distinct and shall have no affect on the validity of the remaining portions hereof.

To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable federal laws.

03/10/94

Subject to the foregoing, the Municipality reserves the right in the exercise of its police powers to adopt such regulations as are reasonably necessary and lawful to protect the public health and safety concerning the installation, construction and maintenance of the Cable Television System; provided, however, that such regulations are reasonable, not materially in conflict with the provisions of this Franchise, and are exercised only after the Municipality finds that an emergency exists constituting an immediate danger to the public health and safety. In no event shall any regulation or other act be taken which shall have the effect of imposing or otherwise result in a Franchise Fee in excess of the fee permitted herein.

The Company shall file requests for all necessary operating authorizations with the NYSCCT and the FCC within sixty (60) days of the Effective Date of this Franchise.

The Company shall not refuse to hire or employ and shall neither bar nor discharge from employment, and shall not discriminate against any person in compensation, terms, or conditions of employment because of age, race, creed, color, national origin or sex.

SECTION 18 -- NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail or by facsimile transmission or by any other means to the parties and locations:

When to the
Company:

Cablevision Industries, Inc.
Office of Franchising
One Cablevision Center
P.O. Box 311
Liberty, New York 12754
Telecopy: (914) 295-2761

When to the
Municipality:

Town of Ontario
1850 Ridge Road
Ontario, NY 15419
Telecopy: (315) 524-4903

SECTION 19 -- FURTHER ASSURANCES

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the Company may reasonably request in order to effect or confirm this Franchise and the rights and obligations contemplated herein.

SECTION 20 -- INTEGRATION

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only by an agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by state law, amendments hereto shall be confirmed or approved by the NYSCCT. Changes in rates charged or Cable Television Services rendered by the Company shall not be deemed an amendment to this Franchise.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one original.

The headings of the various sections of this Franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Franchise.

The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any other rights or remedies which the parties may have with respect to the subject matter of this Franchise.

SECTION 21 -- NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or the public in any manner which would indicate any such relationship with the other.

SECTION 22 -- ASSIGNMENT

The Company shall not assign this Franchise without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. The foregoing shall not apply to the assignment by the Company to any entity which is a subsidiary of or is affiliated with it.

03/10/94

The Municipality hereby consents to the grant by Company of a security interest in this Franchise and all other assets of the Cable Television System to such lending institution or institutions as may be designated by the Company, which institution(s) shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be duly executed by their duly authorized representatives the day and year first written above.

WITNESS

CABLEVISION INDUSTRIES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESS:

MUNICIPALITY:
TOWN OF ONTARIO

By: _____

Name: _____

Title: _____

Date: _____

RULES AND REGULATIONS
OF THE
NEW YORK STATE COMMISSION ON CABLE TELEVISION
PART 595 - FRANCHISE STANDARDS

595.5 Requirements for construction of cable television plant and provision of cable television services.

(a) Definitions.

(1) *Primary service area* shall include each of the following within the franchised area:

(i) those areas where cable television plant has been built without a contribution-in-aid-of-construction by subscribers;

(ii) those areas where the cable television company is obligated by the terms of its franchise to provide cable television service without a contribution-in-aid-of-construction by subscribers;

(iii) any area adjoining an area described in subparagraph (i) or (ii) of this paragraph and which contains dwelling units at a minimum rate of 35 dwelling units per linear mile of aerial cable;

(iv) any area adjoining an area described in subparagraphs (i) and (ii) of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable as is the average number of dwelling units per linear mile of cable in areas described in subparagraphs (i) and (ii) of this paragraph. The average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs (i) and (ii) of this paragraph by the number of linear miles of cable in the same areas.

(2) *Line extension area* shall be any area within the franchised area which is not the primary service area.

(b) Where a cable television franchise is awarded, renewed or amended after October 1, 1982, the franchise will be confirmed or the amendment will be approved by the commission only if the franchise contains the following additional minimum franchise standards:

(1) That, within five years after receipt of all necessary operating authorizations, cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area.

(2) That cable television service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area; P equals the lower of 35 or the average number of dwelling units per linear mile of cable in areas described in subparagraphs (i) and (ii) of this section; LE equals the number of dwelling units requesting service in the line extension area; and SC equals subscriber contribution-in-aid-of-construction in the line extension area.

(i) Whenever a potential subscriber located in a line extension area requests service, the cable television company shall, within 30 days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area, and shall inform each of the potential subscribers of the contribution-in-aid-of-construction that may be charged. The cable television company may require prepayment of the contribution-in-aid-of-construction. The cable television company shall apply for pole attachment agreements within 30 days of its receipt of the contribution-in-aid-of-construction. Cable television services must be made available to those who made a contribution-in-aid-of-construction within 90 days from the receipt of pole attachment by the cable television company.

(ii) The contribution-in-aid-of-construction shall be in addition to the installation rate set forth in the franchise.

(iii) During a five-year period commencing at the completion of a particular line extension, *pro rata* refund shall be paid to previous subscribers as new subscribers are added to

the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at the same address and who has not informed the company of the subscriber's address.

(3) That cable television service will be provided to any subscriber who demands service and who is located within 150 feet of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the installation charge specified in the franchise.

(4) Nothing in paragraph (1) of this subdivision shall be construed to preclude:

(i) the provision of cable television services by the franchisee in a line extension area without assessing a contribution-in-aid-of-construction; or

(ii) the inclusion in a cable television franchise of a provision establishing a primary service area which includes at least all of those areas which are in the primary service area as defined in subdivision (a) of this section.

(5) Nothing in paragraph (2) of this subdivision shall be construed to preclude:

(i) the discounting or the waiver of the maximum contribution-in-aid-of-construction charge a cable television company can charge a subscriber pursuant to paragraph (2) of this subdivision; or

(ii) the inclusion of a provision in a cable television franchise establishing a formula to be used to determine the contribution-in-aid-of-construction charge, which formula is different than the formula set forth in paragraph (2) of this subdivision, provided that the formula included in the franchise does not require payment by the subscriber in a line extension area of a higher contribution-in-aid-of-construction charge than would result from the use of the formula set forth in paragraph (2) of this subdivision.

(c) All cable television companies operating in the State of New York shall make cable television service available to all potential subscribers requesting service who are located in a primary service area as defined in paragraph (a)(1) of this section, and shall make services available in line extension areas as defined in paragraph (a)(2) of this section at charges which may not exceed those provided for in paragraph (b)(2) of this section within the following schedule of compliance:

(1) prior to January 1, 1984 in any franchise area for which the original certificate of confirmation of the franchise was granted by this commission prior to January 1, 1979;

(2) within five years from the date the certificate of confirmation was granted by this commission, in any franchise area for which the original certificate of confirmation of the franchise was granted by this commission after January 1, 1979.

(d) The provisions of this section may be waived by the commission if the commission determines that compliance with the section would not be possible within the limitations of economic feasibility.

Historical Note

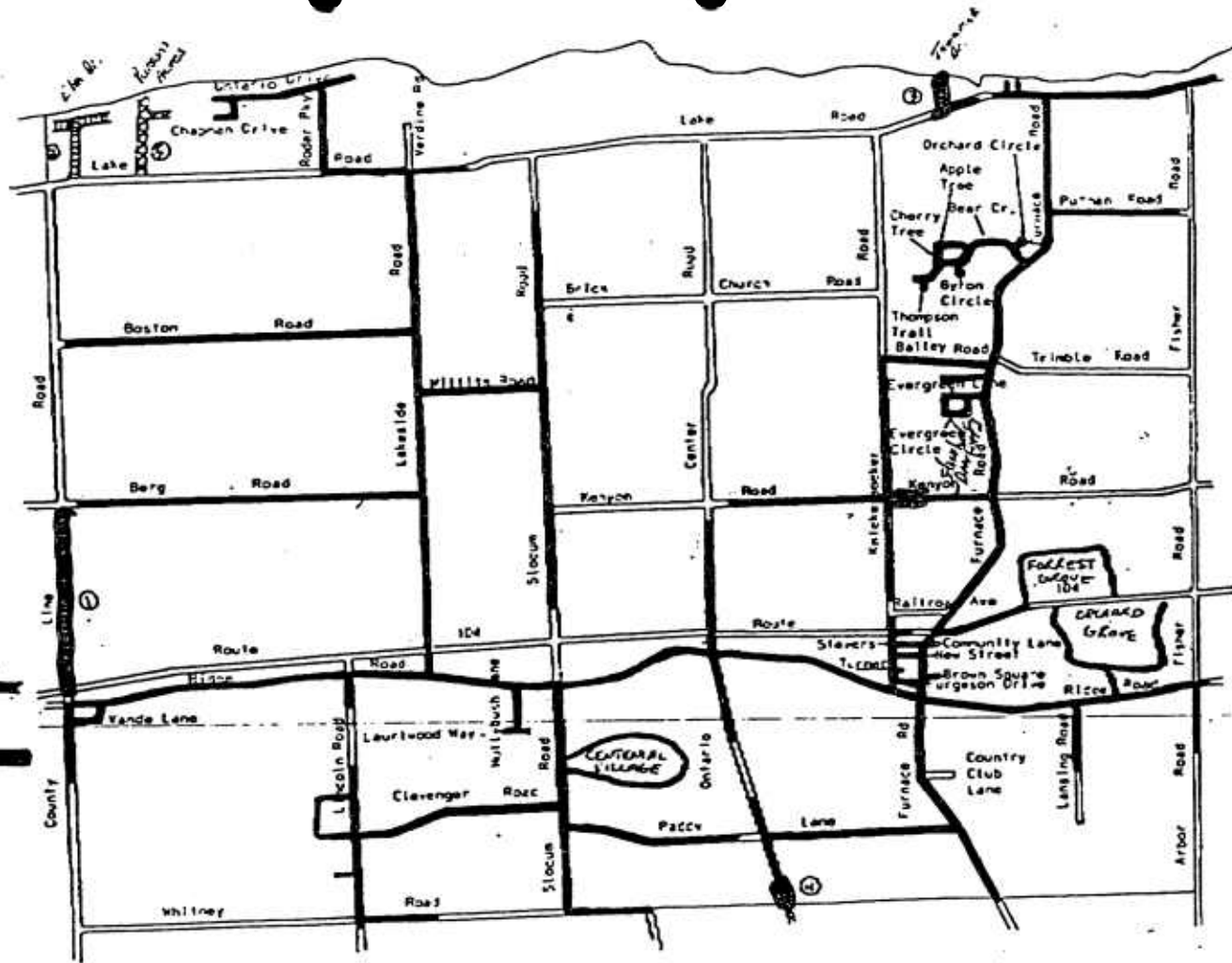
*Sec. filed Aug. 3, 1982; and, filed Aug. 22, 1983;
eff. Aug. 22, 1983.*

TOWN OF ONTARIO

Key

Cabled 

PROPOSED
CONSTRUCTION 



MONEY

Rochester, N.Y., Tuesday Evening, February 22, 1994

6B

FCC tackles cable TV again

*New rules may
roll back rates
from 5% to 10%*

The Associated Press

WASHINGTON — The last time the government tried to hold down soaring cable television prices the move backfired and the public outcry resounded nationwide.

Today the Federal Communications Commission was trying again.

Cable companies, which say federal regulations have already cost them billions of dollars, were fearing the worst.

Wary consumers, many of

whom saw their bills go up instead of down last time the FCC imposed rate rules, waited to see if things get better.

Agency officials declined in advance to estimate the amount of any price cuts for the 57 million American households that receive cable television. Speculation ranged from 5 percent to 10 percent, but indications are that congressional Republicans could oppose any rate rollback.

When it passed the law that took effect last fall, Congress intended that cable rates be restrained, but an FCC survey of the 25 largest cable companies showed that while 68 percent of subscribers received lower monthly rates, 31 percent got higher bills.

Consumer groups said even

that was misleading, because many smaller companies that serve millions of homes have raised rates.

A deluge of complaints flooded local governments and the FCC after the billing changes took effect last September, many stemming from misunderstandings. For example, consumers have complained of subscription fees being charged for once-free cable TV program guides and cable servicemen charging to fix video cassette recorders — neither of which was prohibited by the law.

Some consumers have been confused by items on their bills such as the "franchising fee." That is a fee that has always been paid by the cable company to the

local government but may not have been broken out on the bill.

Other items that had been included in an overall bill, such as rental of a remote control or the converter box, also started appearing separately on some bills.

Bradley Stillman, legislative counsel of the Consumer Federation of America, said the FCC's "benchmark" formulas that determined the September price changes "were set far too high." He estimated that if cable companies were forced to compete rather than being awarded local monopoly franchises, rates would drop 18 percent from current levels.

But the National Cable Television Association said its studies show operators already have lost \$2 billion since the congressional-

ly ordered price regulation took effect last year, jeopardizing future expansion.

Meanwhile, the FCC has imposed a freeze on cable TV revenues until May 15 to give local governments time to become federally certified to regulate rates.

Local authorities regulate basic cable rates — packages that usually include local broadcast channels, and government and public access channels.

The FCC regulates the next level of service, sometimes referred to as "expanded basic," which includes such channels as ESPN, C-SPAN and CNN. The prices for premium channels, such as HBO and Showtime, and pay-per-view channels are not regulated.

Cable rates cut 7%

WASHINGTON (AP) — The Federal Communications Commission today voted to reduce rates for many cable television services by 7 percent, moving to correct an earlier attempt at price cutting that backfired.

The new rates, approved by a 3-0 vote, will be phased in. They will allow the commission to step in if it finds that a cable company has tried to avoid regulation by changing the way it bills.

It was not immediately clear how the cuts would change an individual subscriber's bill. The FCC only cut rates for the service it regulates, sometimes referred to as "expanded basic." It includes such channels as ESPN, C-SPAN and CNN.

Local authorities regulate basic cable rates — packages that usually include local broadcast channels, and government and public access channels. The prices for premium channels, such as HBO and Showtime, and pay-per-view channels are not regulated.

The reduction ordered last year lowered bills for about two-thirds of America's 57 million cable subscribers. But many others howled when their rates rose as cable companies re-structured their charges.

FCC Chairman Reed Hundt termed today's decision a "brilliant balance" between the competing concerns of cable subscribers and the needs of the cable industry.

"I think consumers will be better served by the additional reduction," said Commissioner James Quail.

But Commissioner Andrew Barrett, while he voted for the action, said he considered the 7 percent cut "a bit on the high side."

Cable firms had lobbied hard against substantial cuts, arguing that last year's federal regulation had already cost them billions of dollars.

The new rules will allow the cable companies to "earn a reasonable return on their investment," said Sandy Wilson of the commission staff. She said companies that feel the cuts impose a hardship can appeal to the commission.

When it passed the law that took effect last September, Congress intended that cable rates be restrained, but an FCC survey of the 25 largest cable

What's regulated, what's not

The Associated Press

A snapshot of the services covered by the Federal Communications Commission's cable rate regulations and the regulatory body responsible for oversight.

LOCALLY REGULATED

Basic service programming generally includes local broadcast signals and public, educational and governmental access channels. May also include, depending on the system, cable channels, such as C-SPAN, and advertising supported channels such as CNN.

Basic service equipment, converter boxes, remote controls and additional cable hookups.

FCC REGULATED

Programming beyond basic, defined as cable channels that are supported by advertising and not included in the basic package. A sample includes ESPN, USA Network, TBS, Nickelodeon, and The Discovery Channel.

Equipment: All the equipment to receive these services is the same as that needed for basic service and would be regulated locally. Should special equipment be needed, the FCC would regulate.

NOT REGULATED

Premium services, such as HBO and Showtime, and pay-per-view programming, such as sports events and concerts or the equipment, such as a special remote control or converter, to receive them.

companies showed that while 68 percent of subscribers received lower monthly rates, 31 percent got higher bills.

Consumer groups said even that was misleading because many smaller companies that serve millions of homes have raised rates.

A deluge of complaints flooded local governments and the FCC after the billing changes took effect, many stemming from misunderstandings.

COMMENTS TAKEN FROM SURVEY SHEETS, JANUARY, 1994

Should be notified before channels are changed.

Too expensive.

CVI rates are higher than GRC for programming that is not as good.

We used to get TNT and Discovery - Why were they discontinued?

We will drop premium channels if costs go up.

We are thoroughly disgusted with the poor reception, cable is certainly not worth the price they charge.

We would like each channel to have a different program, also the cost is too high.

TNN should be a full time channel not pre-empted from 5-10 daily. CMTV should not end at 5 p.m. These are the channels and service I wanted when I signed up for cable.

The stations are off most of the time, poor reception.

The cable price is very expensive. When it goes out, it is for hours at a time. We never get anything off our bill. There should be another company available.

Change cable service or permit competition. Ontario residents are much more aligned with Rochester, not Finger Lakes towns. Commercials are useless. We should be able to consider GRC hook-up.

Add a Canadian station. If you call for service, you get an answering machine. You can't talk to anyone who can answer your questions. Costs too much.

Need competition. Prices too high. Would like to pick and choose from basic/standard package. Some channels never watched.

We had bad experiences with FLCV, so we purchased a satellite dish 8 years ago, and are very happy.

Upset about programming. We have 4 or 5 stations that have the same programs on and we can't have what we want, like TNN and CMTV. When I call, they blame the FCC. Why can't we contact them.

Should have an office near this side of county so you don't have to drive to Geneva for service or to ~~change boxes or~~ remotes.

Cable costs too much. We experience many ~~outages~~ and never get reimbursed - doesn't seem right to pay so much for poor reception.

Channel duplication should be eliminated. Don't advertise 20 or 30 channels if 6 or 7 are duplicates.

Price increases have been too frequent without added service.

Cable is too "damned" expensive.

Make it easier to ~~exchange cable box.~~

Cable company should advise when ~~changes~~ are made.

Other cable users I know have larger channel selection with other cable companies. Maybe we should look into changing.

We pay more for services than any other local company and do not get many basic channels. Also, ~~bills~~ come very late and have to be paid immediately or late charges are incurred.

Too expensive for my family.

~~Billing charges~~ are complex and confusing.

If ~~outages~~ are caused by old equipment, then replace it. Would like to see the channel selection expanded to include TLC the the Sci-Fi channel.

Have written and received no response and called to complain many times. We pay more for service than other cable companies and don't get the channels we want.

Get GRC!

The ~~variety of stations~~ we receive compared to the price we pay is very poor when you compare with other cable companies. We cannot believe they took the Nashville Network off prime time and replaced it with junk.

~~Bills~~ are always sent late. They are almost past due before the invoice actually arrives.

There is no way to find out what the daily ~~programming~~ is for this area, especially during the day.

Not very good service given the continuing cost increases.

I would like to know why Monroe County is getting more channels on basic and at a cheaper rate. I'm thinking of dropping my cable because of this. It is unfair that we have to pay more for less. Ontario should switch cable companies.

Company should send new listing when channels are changed.

It would be helpful if the company would notify customers "in advance" of any channel changes. They haven't in the past. We are after all "their" customers.

Wish we had GRC!

Competition should be encouraged - need lower cost cable.

Some communication other than billing would be helpful. Finding what channels we have is a process of trial and error.

Switched channels again! No communication!

I would like a little more information on my bill to know that I am supposed to be getting for what I am paying.

We have to pay extra for channels that are free at GRC.

I'd rather have GRC, except when they black out the Bills.

We get less for more money than GRC and Buffalo area.

COMMENTS FROM CABLE SURVEY, JANUARY 1994

We moved from Webster to Ontario. GRC in Monroe County is far superior to Finger Lakes Cablevision. GRC offers more choices on what can be subscribed to, i.e. all 31 channels only, 13 channels only, each of these options with or without HBO, Cinemax, etc. Finger Lakes forces you to buy more and their rates are higher. GRC has frequent promotions for connecting up at special reduced installation rates. They are pleasant and can tell you when these promotions will occur, We asked this of Finger Lakes, and they acted uninterested, bored and did not know if they would or when a promotion would occur. We have heard from friends/family that Finger Lakes service is not great. GRC is. We do not subscribe simply because of all these reasons. We believe there should be fair competition for services, i.e. the public can choose their company like they do anything else. If this isn't an option, then let GRC come into Ontario. Thank you for asking via this survey!

Overall cost has increased and the quality of programming has decreased.

Too expensive. Could use improved selection and increased programming.

I would like to subscribe to cable, but I am not happy with the services available from CVI. MSG and Sports channels are not part of the standard service and there is a charge for additional outlets, even though my house is pre-wired for cable TV.

Re-locating cable line in our house - fee is outrageous!

We had Finger Lakes Cablevision for 2 years. We had what they called their basic service. It was costing us about \$45 per month. Most of the time only the Rochester commercial stations were watched, and several times per week the cable went down. We dropped this service in favor of the best antenna on the market, which paid for itself in 10 months. Finger Lakes they contacted us and said we could have a more basic service for \$12/mo. We told them where to go!

Compared to some other area cable systems, this one is very high priced for its few channel offerings.

Too many useless stations and too many info-mercials.

Cost is increasing with quality decreasing. Reassignment of channels is very aggravating with no prior notification. Returning equipment to Geneva is an inconvenience. If you

are paying for cable into house, should not have to pay for additional TV hookups.

Our neighbor's cable line is on our property. We dug a hole to put in cement for a swing set and hit their cable line. CVI charged us \$40 to come out to fix it. We felt it was not our fault as we didn't expect the line to be there. I wasn't going to pay it, but CVI said they would cancel our cable if we didn't.

Cable is too expensive. Channels have poor reception.

Not happy with programming. Where's C-Span, TLC, MSG. Rate is too high for what we get!

The cost should be targetted. We pay extremely high prices in comparison to other cable companies in our area. We should have a choice.

Frequent outages. Cannot talk to anyone when we call.

Would like more channels available. Cost is a lot higher than some neighboring cable services.

Took 3 months to get service and we buried our own cable. They were not responsive to calls.

Rates are too high for services rendered.

Outages occur too frequently - with no billing adjustments. Channels added without notice, just show up and added to invoice without customer sanction.

No notification of any kind re channel changes. Had lots of billing problems. Not handled well.

Too many sales channels. Too many channels of same programs.

Why do we get billed for two months at a time, and if we lose cable for a day, why don't we get credit for that day without service.

GRC has more channels and costs less. What do I care about public access - what's happening in Canandaigua.

Do not give the cable contract to one vendor. Bid the contract out to the vendor that will provide the lowest cost and best service.

If my bill goes up any more, the cable will be dropped.

Cable company is overcharging. Hidden charges everywhere.

Basic cost is too high for programming available.

I realize we have a smaller customer base than the city of Rochester, but cannot understand why our rates have not gone down since initial installation. Our customer base is growing daily, the rates should be adjusted downward!

I've been waiting 7 years for cable. The first problem you should address is to provide everyone in Ontario with cable - period!

If another alternative was available, we would take it. This cable company is terrible! Reception is fuzzy, very often impossible to watch. Cost is higher than other areas and they get more channels.

We would like to have the company that Monroe County has - not Finger Lakes. There is no monthly magazine provided and we have no way to find out programming. GET RID OF FINGER LAKES!

If I don't work I don't get paid. When cable is off why should I pay for it? I have called, but call was handled very poorly.

They should be required to send our listings of what channels are assigned to what numbers. TV Guide or newspaper is based on GRC numbers, not CVI.

Expensive, needs competition. 30 day notice and customer to be notified of channel changes with cards identifying changes. Current vendor started off fine then went down hill since then. Seriously considering dropping cable.

I would recommend that the cable TV franchise be dropped and another franchise selected. Channel selections come in fuzzy and sometimes not at all. Reassignment of channels in the past month have been annoying and not acceptable.

Cable should be extended in low density areas similar to other utilities - gas, electric, phone. What is the cost per foot of installing cable versus other utilities?

Things won't improve until we have competition. Everything CVI does serves their interests only. The least thing I should expect is crystal clear reception on all channels, and that is rarely the case. Can't we let in competition?

Poor attitude of some people if you call with problems.

We pay too high a price for service we receive.

Compared to GRC, we get less channels and pay more. GRC has better selection of channels. Can't we change?

I would like to be able to get GRC-9. I am interested in the Rochester area since that is where I work and spend most of my time.

Mother always said, if you can't say anything good, don't say anything. Well we have nothing good to say.

Would like to have options on choosing cable service.

My experience with Finger Lakes cable has been very negative. At the public hearing in 1989 for renewal of their licence, they were not prepared, they offered no time table for extending service throughout the town, and they have proved to be unreliable in what they tell the public. I believe the Town Board in 89 should have required FL to furnish the Town of Ontario with a schedule of completion for ALL areas of the town. It didn't happen, and this Board should now require it. If they don't do it, open it up to other cable companies such as GRC.

I feel the price we pay for services is much higher than, for example, Rochester. In the past month, I compared my bill to one from Rochester. My findings were: ~~price~~ for equal services was approximately \$11.80 higher with CVI. Rochester offered more channels as part of basic service. Rochester included a monthly digest of what was on and when. I have heard the term, "we are part of the greater Rochester area now," and we have no way of getting some of the channels that originate in Rochester. We again seem to be at the far edge of another company's territory, just like we were with the telephone company. If we, the town, desire to grow and attract people who work in the city, then we should make every effort to stay in tune with Rochester. I suggest we investigate becoming part of Rochester cable.

COMMENTS FROM CABLE SURVEY JANUARY 1994

CVI TOO EXPENSIVE. ANOTHER RATE INCREASE AND I'M BACK TO RABBIT EARS!

TRY GRC. BETTER PRICE. MORE OPTIONS.

TOO MANY STATIONS YOU CAN'T GET AT NIGHT. NOT INTERESTED IN CANANDAIGUA BUSINESS.

REASSIGNMENT OF CHANNELS SHOULD NEVER BE DONE WITHOUT PROMINENT NOTIFICATION.

KEEP FEES DOWN. PRICE HAS DOUBLED IN 10 YEARS.

VERY DISSATISFIED WITH EVENING PROGRAMMING.

WHY IS WEBSTER LESS EXPENSIVE?

WE PAY TOO MUCH FOR WHAT WE GET. WE NEED GRC AND MORE STATIONS FOR A LESSER PRICE.

FROM PAST INQUIRIES, THE PRICE IS TOO HIGH. I WOULD LIKE TO SEE MORE PICK AND CHOOSE. MANY OF THE CHANNELS ON BASIC I NEVER WATCH.

A HOOKUP TO CABLE WAS QUOTED TO US AT \$2000 (WE ARE 350' OFF THE ROAD). IN 1990, OUR NEIGHBORS (ALSO 350') PAID \$25.

PRICES STARTED OUT REASONABLY, BUT THEY DOLLAR YOU TO DEATH.

CABLE COMPANY CUT MANY TREE BRANCHES, SPOILING THE SYMMETRY OF THE TREE. ALL THIS DONE WITHOUT PERMISSION AND WE DID'T WANT CABLE. A WASTE OF MONEY.

INSTALLING OF GROUND WIRE VERY BAD. THEY PROMISED TO RECTIFY, BUT TO THIS DATE HAVE NOT DONE SO. (697 ONTARIO DR)

A SEASONAL HOOKUP RATE IS DEFINITELY IN ORDER FOR THOSE OF US WHO GO AWAY FOR SUMMER OR WINTER. THE AMOUNT TO PAY TO BE HOOKED UP AS A "NEW" CUSTOMER IS NOT FAIR WHEN THE CABLE LINES ARE STILL THERE AFTER TEMPORARY DISRUPTION OF SERVICE. AN "OLD" CUSTOMER RATE SHOULD APPLY. (2195 RIDGE RD)

SELECTION OF PROGRAMMING COULD IMPROVE TO GRC LEVELS.

WE WOULD LOVE CABLE AND THINK OUR AREA HAS ENOUGH HOMES TO RUN THE LINES (LAKE ROAD)

WE CANCELLED OUR CABLE SERVICE BECAUSE OF THE HIGH COST.

VERY EXPENSIVE TO HOOP UP ADDITIONAL TV'S.

NO COMPETITION THEREFORE CAN DO ANYTHING THEY PLEASE.

IF YOU CALL FOR SERVICE, YOU TAKE OFF WORK TO BE HOME, AND THEY DON'T EVEN SHOW.

HIGH COST!

CANNOT GET CHANNELS WE WANT!

UNABLE TO GET CABLE SERVICE EVEN THOUGH CABLE IS ACROSS THE STREET. SHOULD ALLOW OTHER CABLE COMPANIES TO COMPETE IN AREA.

I WOULD LIKE TO BE NOTIFIED OF STATION CHANGES BEFORE THEY HAPPEN.

SNOTTY ON PHONE. DO NOT SHOW UP WHEN SCHEDULED FOR REPAIR.

WE HAVE BEEN APPROACHED SEVERAL TIMES WITH ASSURANCES OF HOOKING UP, THEN ARE TOLD THERE IS NO CABLE HERE. THIS COMPANY DOESN'T EVEN KNOW ITS OWN BUSINESS.

SHOULD NOT HAVE ASSIGNED CHANNEL 12 TO CCFL EVERY EVENING.

NOT HAPPY WITH PROGRAMMING.

UNANNOUNCED PROGRAM CHANGES!

DISLIKE BEING UNABLE TO SEE TNN 5-10 P.M. DISLIKE PROGRAMMING REPLACING TNN ON CHANNEL 12.

AFTER COMPARING, WE GET LESS AND PAY MORE.

BILLING IS TERRIBLE - OFTEN ARRIVE ONLY 3-4 DAYS BEFORE DUE DATE.

DISSATISFIED WITH CHANNEL 12 (TNN). CANNOT GET THIS CHANNEL DURING THE WEEK, AND I USED TO WATCH IT ALL THE TIME.

I KNOW THE CABLE COMPANY NEEDS TO MAKE A PROFIT, BUT SHOULDN'T THEY BE REQUIRED TO WIRE THE ENTIRE TOWN?

CHANGE CABLE COMPANY TO GRC - LOWER COST AND MORE CHANNELS.

MANY CABLE COMPANIES IN AREA OFFER MANY MORE CHOICES THAN CVI AT A CHEAPER RATE.

WOULD LIKE TO SEE CABLE AVAILABLE TO ALL RESIDENTS OF TOWN.

DISSATISFIED WITH CONSTANT PRICE INCREASES. HAVE CONSIDERED CANCELLATION.

NEED LOWER PRICES AND NOTIFICATION WHEN CHANNELS CHANGE.

CVI IS IMPOSSIBLE TO DEAL WITH REGARDING LINE PROBLEMS.
EXCHANGE OF EQUIPMENT IS TOO FAR AWAY. ALSO TOO EXPENSIVE.

CABLE SHOULD BE AVAILABLE TO EVERYONE IN ONTARIO. WE ARE
ONLY 1/4 MILE FROM CABLE AND WAS INFORMED IT WAS NOT
PROFITABLE TO COME DOWN THE ROAD ANY FURTHER.

TOO MUCH ADVERTISING! CMT GETS CHANGED TO VIEWER GUIDE - IT
SHOULDN'T. HBO SHOULD BE WITHOUT CARTOONS.

MORE EXPENSIVE THAN OTHER CABLE COMPANIES.

GET GRC IN ONTARIO!

WANT TNN ON 5-10 P.M. NASHVILLE NETWORK SHOULD BE
PERMANENT.

BILLING CHANGES AFTER CABLE LAW PASSED TO KEEP SAME PRICE,
THEY JUST CHANGED WHAT WAS DEFINED AS BASIC SERVICE SO THEY
STILL GET THE SAME MONEY. PRETTY SLEAZY!

CABLE SHOULD BE AVAILABLE TO ANYONE DESIRING IT.

CVI IS THE WORST COMPANY I HAVE EVER DON BUSINESS WITH.

NOT HAPPY WITH PROGRAMMING. SPECIFICALLY TNN BEING
DISCONTINUED BETWEEN 5-10 P.M. IT ONLY CONCERNS GENEVA AND
CANANDAIGUA.

PRESENTLY NO CABLE AVAILABLE BETWEEN RODER PK AND COUNTY
LINE ROAD ON LAKE ROAD. THERE ARE PRESENTLY 30+ HOMES ON
AND OFF LAKE ROAD IN THIS SHORT STRETCH. HAVE SPOKEN TO
CABLE COMPANY WITH NO RESULTS.

THE TOWN SHOULD CONSIDER OTHER CABLE COMPANIES. WE PAY MORE
FOR SERVICE THAN GRC CUTOMERS, YET GET LESS FOR OUR MONEY.
THEY MAKE CHANGES IN CHANNELS WITHOUT EVER NOTIFYING US.

CUSTOMERS SHOULD BE ABLE TO TAILOR DESIRED PROGRAMMING AT A
MORE REASONABLE COST.

WE ARE TIRED OF INFO-MERCIALS ON PAY CABLE.

WOULD LIKE ACCES TO ROCHESTER CABLE STATIONS, I.E. GRC

CABLE SERVICE IS TOO EXPENSIVE FOR THE PROGRAMMING OFFERED.

COST COULD BE LESS.

PREFER GRC. DISLIKE THE WAY CVI PUTS THEIR PACKAGES
TOGETHER. I DO NOT LIKE TO PAY FOR STATIONS I NEVER WATCH
JUST TO GET A CERTAIN STATION I DO WANT. I ALSO PROTEST THE
USE OF PAY-FOR-VIEW EVENTS. I AM ALREADY PAYING TOO MUCH

FOR CABLE. IT STINKS TO OFFER CERTAIN EVENTS FOR ADDITIONAL INFLATED COSTS.

NEED BETTER SELECTION OF PROGRAM PACKAGES. ADD OR DELETE CHANNELS AT COST PER CHANNEL, LIKE HBO.

COST HAS GONE UP AND PROGRAMMING HAS GONE DOWN.

LET US PAY FOR THE CHANNELS WE WANT.

WHY DOES OUR COST CONSTANTLY INCREASE WHILE GRC HAS GONE DOWN?

GIVE SUBSCRIBERS THE PREFERENCE OF PROGRAMMING.

SENIOR CITIZENS SHOULD HAVE A CHEAPER RATE.

OVERPRICED FOR WHAT IS OFFERED.

OTHER PARTS OF THE COUNTRY OFFER CABLE AT HALF THE PRICE.

LET'S GET ROCHESTER CABLE.

WE HAVE HAD MAJOR PROBLEMS WITH THE SERVICE.

PEOPLE AT CVI NOT AT KNOWLEDGABLE AS NECESSARY.

INSTALLATION CHARGES TOO HIGH FOR CABLE THAT IS ALREADY UNDERGROUND TO HOUSE.

CVI NOT A CUSTOMER-ORIENTED COMPANY. DROP CHANNELS WITHOUT ASKING CUSTOMERS THEIR OPINION. COST TOO HIGH.

LEAVE CMT ON 24 HOURS INSTEAD OF CHANGING TO PREVIEW GUIDE AT 5 P.M. EVERY DAY. ALSO SAME FOR TNN CUTTING TO PUBLIC ACCESS WHICH SEEMS TO BE FOR CANANDAIGUA ONLY.

VERY UNHAPPY THAT TNN CHANNEL 12 IS ONLY ON PART TIE NOW.

Worthless local programming. Dropped channels that we watch all the time.

Put Finger Lakes Channel on its own channel and bring back TNN from 5-10 p.m.

Sunday paper provides listings of programming, but doesn't correspond with CVI. Can't there be a uniformity regarding this.

Poor reception.

Switch to GRC!

Selection and variety is very poor compared to other cable companies. Cost is much too high.

Price too high for the services (channels) you get.

Poor reception is common. Programming provides a poor variety and many channels with the same broadcast.

Feel ripped off on amount charged for set up and basic service.

Would like to be able to choose channels and eliminate trash. Need lower cost also.

Poor reception and outages.

CVI not a very good cable company.

Looking for more channel selections.

Cost is too high. Should be choices of basic cable to help reduce monthly bill.

Competition helps bring prices down.

Channels offered, compared to GRC, are poor.

Programming is terrible! We pay for all channels that other cities do not (GRC gets much more sports for free and Sports Channel 12.)

Question the value received for the cost. Understand GRC costs less for more service. I see little value in the program guide that was instituted after discontinuance of printed program guide. Time waster! Not convenient!

Service calls should be instituted during weekend hours to make it convenient for the people in the work force.

I don't think CVI is really interested in its customers. My friends with GRC have much better reception, their rates are cheaper and their complaints are handled faster.

Buy channels that are more appropriate for this area.

Cable TV in Ontario has been a big disappointment to me. I pay a fortune for so little.

I wish a box was not required for pay channels (like GRC.)

Feel cable is very expensive for the stations, quality of reception and numerous outages we experience.

Rates are high and channel selection is poor.

Please put TNN back on from 5-10 p.m. nightly.

We have been notified of channel changes but not of rate changes which are frequent. Reception is poor. Channel selection could be better. Outages are frequent. When we call for information, they are rude and uninterested.

I have written two letters to the cable company regarding programming, with no results (6077 Walworth Road).

Should have a monthly program guide published by you. Your Channel 25 leaves a lot to be desired.

Bills arrive late and expect payment immediately. Should have 30 days to pay.

Had GRC in Webster. Now I am disatisfied that I don't have a choice in cable companies, because I am now paying more and have fewer choices.

CVI is lousy! GRC has better channels for less money.

Cable company needs to get cost under control and pass savings on to customers. The next rate increase will cause me to disconnect.

Change to GRC. Rates and services are better.

Do not like the preview guide. Also bring back TNN at night.

Price is too high for what you get. Should not use popular channels for public service, advertising, etc.

There is no reason to take TNN off every night.

Return TNN nights.

Charge too much for the quality of service and reception.

Rates compared to other companies are too high. No reimbursement during down time. Why a monthly charge for a remote?

Can't enjoy TNN in the evening. They show Canandaigua!

Would like to have premium channels offered separately.

I pay \$26 per month, and they can't even notify me of channel changes.

Charge too much for the service.

I don't like CVI monopoly!

TOWN OF ONTARIO

1850 RIDGE ROAD . ONTARIO, NEW YORK 14519 - 9535
VOICE (315) 524-7105 . FAX (315) 524-4903

JAMES E. SWITZER

SUPERVISOR

FOR: Cable T.V. Advisory Committee

FROM: James Switzer, Supervisor

TOPIC: MEETING REMINDER

DATE: February 28, 1994

Cable T.V. Advisory Committee meeting with representatives of
Cablevision Industries at 7:00 P.M. on Thursday, March 3,
1994 at town hall.

Copis of written comments of our community survey and two
recent news media reports are included for your information.

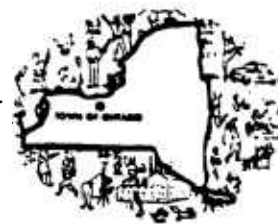
Thanks.

Jim Switzer/clb
Jim Switzer,
Supervisor

TOWN OF ONTARIO

WAYNE COUNTY'S "COMMUNITY OF GOOD NEIGHBORS"

December 5, 1993



CABLE TELEVISION FRANCHISE RENEWAL SURVEY

As part of renewal of the cable TV franchise for the Town of Ontario, the Cable TV Advisory Committee is seeking input from Ontario residents. Please take a few minutes to respond to this survey and return it by mail or by dropping it off at the town hall. Thank you.

TOWN OF ONTARIO CABLE TV ADVISORY COMMITTEE

Jim Switzer
Jona Morrison
Paul Wachob

Herm & Judy Springer
Gerry & Marian Verkest
Mary Jane Auch

Kay McCune
Liz Tyner
John Martin

Bev & Loren Jacobs
Bob Meddaugh

To assist us in mapping install sites, please provide your street address _____

1. Is cable television currently available to you?

Yes ☐ Are you a current subscriber? Yes ☐ No ☐

No ☐ If your answer is no, are you interested in becoming a cable subscriber? Yes ☐ No ☐

Have you considered a satellite dish? Yes ☐ No ☐

Your response is important to us even if you do not currently have cable installed. Please add your comments at the bottom of this survey and return.

2. How satisfied are you overall with your current cable service?

Very Satisfied	Somewhat Satisfied	Neither Satisfied Nor Dissatisfied	Somewhat Dissatisfied	Very Dissatisfied
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Have you experienced any of the following?

☐ poor reception ☐ reassignment of channels without notification ☐ outages ☐ other _____

How frequently? _____

4. How satisfied are you with:

	Very Satisfied	Somewhat Satisfied	Neither Satisfied Nor Dissatisfied	Somewhat Dissatisfied	Very Dissatisfied
a) the quality of your reception	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) notification of changes to your service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) frequency of outages	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. How satisfied are you with our cable company's technical support with regard to:

	Very Satisfied	Somewhat Satisfied	Neither Satisfied Nor Dissatisfied	Somewhat Dissatisfied	Very Dissatisfied
a) installation procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) ease of contacting by telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) response time for service calls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) professionalism of service technician	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) ability to repair on the 1st visit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. How satisfied are you with our cable company's billing/customer service with regard to:

	Very Satisfied	Somewhat Satisfied	Neither Satisfied Nor Dissatisfied	Somewhat Dissatisfied	Very Dissatisfied
a) ease of correcting billing errors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) delivery and/or exchange of equipment (for example: remote or cable box)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) ability to get the right person quickly	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) attitude of the person who assisted you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Your comments are welcome! Please submit specific suggestions for improvements or specific descriptions of problems you are experiencing. _____

PLEASE RETURN BY RE-FOLDING THIS FORM TO SHOW RETURN ADDRESS OR DROP OFF AT THE ONTARIO TOWN HALL/LIBRARY, 1850 RIDGE ROAD, TO TOWN CLERK OR DROP-BOX IN LOBBY BY 12/31/93.

CABLE TV SURVEY
Ontario Town Hall
1850 Ridge Road
Ontario, New York 14519-9535

CABLE TV SURVEY • TOWN OF ONTARIO
1850 Ridge Road
Ontario, New York 14519-9535

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Carrier Route Presort

~~KIESINGER HOMER H
8149 RIDGE RD
SODUS N Y 14551~~

*for for
for Carol Thomas*

MAPI



'91 JUL 29 12:07

CABLEVISION CENTER LIBERTY NY 12754 (914) 292-7550 FAX: (914) 292-2180

July 25, 1991

The Honorable Robert Mogray
Supervisor
Town of Ontario
1850 Ridge Road
Ontario, NY 15419

M 31275

Wayne Co.

Dear Supervisor Mogray:

By means of this letter we hereby request that you commence proceedings relating to the grant to us of a renewal of the cable television franchise held by us which expires on June 22, 1994. This notice and request are in accordance with Section 626 (a-g) of the Cable Communications Policy Act of 1984, 47 U.S.C. 521, et seq. (The "Act").

Without limitation or qualification of the foregoing, we are agreeable to submitting to you a proposal for renewal of the franchise pursuant to Section 626 (h) of the Act. For your information, Subsection (h) contemplates a more informal renewal process than Subsections (a-g). If you are also agreeable to proceeding with the more informal process, please let us know. In either case, please note that we reserve all rights available to us under Subsections (a-g).

Thank you for your attention to this matter. We look forward to continuing to service and work with you.

Sincerely yours,

David L. Testa
David L. Testa
Vice President

bmtp

CC: Mr. Lou McGuigan
System Manager