

1 North Main Street  
Coudersport PA 16915-1141

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December 13, 1999

**VIA FEDERAL EXPRESS**

Debra Renner, Acting Secretary  
New York State Public Service  
Commission  
3 Empire State Plaza  
Albany, NY 12223-1350

97-V-0489  
Orig. - Files  
Copies: M. Tague  
S. Shaye  
A. Dalton

**Re: Wellsville Cablevision, LLC  
Town of Middlesex, New York  
Application for Renewal of Franchise  
and Certificate of Confirmation**

Dear Acting Secretary Renner:

In accordance with Section 222 of the Public Service Law and Part 591.5(a)(2) of the Commission's Rules, Wellsville Cablevision, LLC hereby requests renewal of its Certificate of Confirmation and franchise for the Town of Middlesex. I am enclosing an original and four copies of the signed franchise agreement, resolution from the municipality and Form R-2 and performance tests.

Should additional information be required, please contact me at (814) 274-9830.

Very truly yours,

  
Athena Jamesson  
Assistant General Counsel

AJ/lar

cc: Ms. Carol McTague  
Town of Middlesex (w/encl)

APPLICATION FOR RENEWAL OF FRANCHISE  
OR CERTIFICATE OF CONFIRMATION

1. The exact legal name of applicant is:

Wellsville Cablevision, LLC

2. Applicant does business under the following trade name or names:

Adelphia Cable Communications

3. Applicant's mailing address is:

Corporate:

Adelphia Communications Corporation  
1 North Main Street  
Coudersport, PA 16915

Local:

Adelphia Cable Communications  
121 Albany Avenue  
Olean, NY 14760

4. Applicant's telephone number(s) is (are):  
(814) 274-9830

(716) 372-9740

5. (a) This application is for a renewal of operating rights in the Town of Middlesex.

(b) Applicant serves the following additional municipalities from the same headend:

Town of Middlesex  
Town of Gorham  
Village of Rushville

6. The number of subscribers in each of the municipalities noted above is:

Town of Middlesex:

Primary Connection 114  
second sets 28  
HBO 15  
Disney 17  
Movie Channel 10

Town of Gorham:

Primary Connection 620  
second sets 285  
HBO 84  
Disney 0  
Movie Channel 65

Village of Rushville:

Primary Connection 190  
second sets: 76  
HBO 31  
Disney 25  
Movie Channel 29

7. The attachment of signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air pickup, please so indicate):  
**PLEASE SEE ATTACHMENT 1.**

8. Applicant does \_\_\_ does not X provide capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:

A character generator is used to provide "bulletin board" type messages 24 hours a day, seven days a week.

9. The current monthly rates for service in the municipality specified in question 5(a) are:

Primary connections: Broadcast: \$10.00; Basic: \$21.76 (includes Broadcast and Satellite)

Secondary connections: \$ 0.0

Pay-cable subscriptions:

- a. HBO \$ 10.95
- b. TMC \$ 10.95
- c. Disney \$ 10.95

10. How many miles of new cable television plant were placed in operation by applicant during the past twelve months in the municipality specified in question 5(a)?

Town of Middlesex - 0

11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:

Adelphia has recently added The Empire Sports Network channel. Adelphia also has made Adelphia Long Distance available for our cable customers to serve their long distance telephone needs.

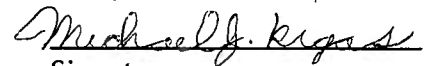
12. Indicate whether applicant has previously filed with the State Public Service Commission its:

(a) Current Statement of Assessment pursuant to Section 217 of the Public Service Law? Yes X No   

If answer to the above is negative, explain:

13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon applicant's ability to provide cable television service?

Federal and state regulations may have an effect on Adelphia's provision of cable television service. Regulations may force Adelphia to carry certain stations and it may therefore be necessary for Adelphia to drop other programming. The increased operating costs associated with the compliance with legislation, and the uncertainty of its effect on programming have slowed decisions regarding new programming. We look forward to the challenges ahead.

  
Signature

Michael J. Rigas  
Executive Vice President

December 10, 1999

\_\_\_\_\_  
Date

Western New York

/Rochester NY/

Gorham NY

## Office Location:

3458 State Route 19  
Wellsville, NY 14895

## Headend:

No Street Address  
Gorham, NY

## Telephone #:

7165931300

## Channel Capacity:

23

## Fax #:

7165932486

## mHz:

228

Basic (Broadcast)

Total Basic (Broadcast) Channels:

9

Ch #	Freq	Network	Network Description	Launch Date	Comments
2	54	PBS WXXI 21 Rochester	WXXI		*
4	66	FOX WUHF 31 Rochester	WUHF		*
6	82	CG			Lakeland Public Access
7	174	IND WTBS 17 Atlanta	Superstation WTBS		*
8	180	CBS WROC 8 Rochester			*
10	192	NBC WHEC 10 Rochester			*
11	198	IND WGN 9 Chicago	Superstation WGN		*
12	204	PBS WCNY 24 Syracuse			*
13	210	ABC WOKR 13 Rochester			*

CableValue (Satellite)

Total CableValue (Satellite) Channels:

15

Ch #	Freq	Network	Network Description	Launch Date	Comments
3	60	LIFE	Lifetime Television		*
5	76	TNN	The Nashville Network		*
9	186	AMC	American Movie Classics		*
14	121	ESPN	ESPN		*
15	126	NICK	Nickelodeon		*
16	132	MTV	Music Television		*
17	138	TDC	The Discovery Channel		*
18	144	FAM	FOX Family Channel		*
19	150	USA	USA Network		*
20	156	VH-1	Video Hits One		*
23	216	A&E	A&E		*
24	222	CNN	Cable News Network		*
25	228	THC	The History Channel	1/15/99	*
26	234	TNT	Turner Network Television	1/15/99	*
63	108	EMPIRE	Empire Sports Network	1/1/99	*

Premium

Total Premium Channels:

3

Ch #	Freq	Network	Network Description	Launch Date	Comments
1	114	HBO	Home Box Office		*
21	162	TMC	The Movie Channel		*
22	168	DIS	The Disney Channel		*

**AFFIDAVIT OF PUBLICATION**

STATE OF NEW YORK  
County of Ontario

ss:

**NOTICE OF  
PUBLIC HEARING**

**PLEASE TAKE NOTICE** that a public hearing will be held by the Town Board of the Town of Middlesex at the Town Hall, Middlesex, New York on the 14th day of October, 1999 at 8:00 p.m. to hear all interested parties for or against a cable television franchise agreement by and between the Town of Middlesex and L.L.C. DBA Adelphia.

A copy of the proposed agreement is available at the Town Clerk's Office, Town Hall, Middlesex, New York 14507 for examination by any interested persons.

Persons wishing to appear at the hearing may do so in person or by agent. Communications in writing in relation thereto may be filed with the Board at or before this hearing.

Kathryn Pelton  
Middlesex Town Clerk  
Date of Notice:  
October 4, 1999  
O. 4

(6803)

Joy A. Daggett, being duly sworn, deposes and says that she is the foreman of CANANDAIGUA MESSENGER, INC., publisher of The Daily Messenger, a public newspaper published daily except Saturday, in the City of Canandaigua, N.Y., in the County of Ontario, and that the notice of which the annexed is a true copy, clipped from said newspaper, was regularly published in said Daily Messenger on the following dates:

October 4, 1999

Joy A. Daggett  
Foreman of the Publisher

Subscribed and sworn to before me

this 4 day of Oct 1999

Diane M. White

DIANE M. WHITE, 01WHIS0443  
NOTARY PUBLIC, STATE OF NEW YORK  
ONTARIO COUNTY  
MY COMMISSION EXPIRES AUG. 21, 2001

Notary Public in and for Ontario County

Fee: \$ 14.53

# TOWN OF MIDDLESEX

1216 Route 245 \* Main Street \* P.O. Box 147 \* Middlesex, New York 14507  
Phone (716) 554-3607 \* Fax (716) 554-4615

Robert N. Multer,  
Supervisor

Kathryn A. Pelton,  
Town Clerk

October 22, 1999

Mr. Ron Barckhoff  
General Manager  
Adelphia  
121 Albany Avenue  
Olean, NY 14760

Dear Mr. Barckhoff:

On Thursday, October 14, 1999, the Town of Middlesex held a Public Hearing to hear those residents for or against the signing of the cable television franchise agreement by and between the Town of Middlesex and L.L.C. DBA Adelphia. With no public comment against the Town Board of the Town of Middlesex signing the agreement, the following Motion was made:

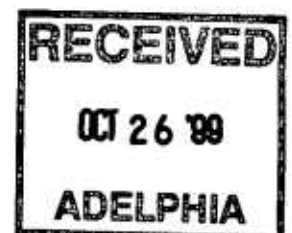
"Councilman Gerbic made the Motion to sign the Agreement, and Councilman Button seconded the Motion." All in favor; none opposed - Motion carried.

Sincerely,



Kathryn A. Pelton  
Town Clerk

KP



**TOWN OF MIDDLESEX  
FRANCHISE AGREEMENT**

THIS AGREEMENT is entered into this 18 day of October, 1999, by and between the Town of Middlesex, hereinafter referred to as "Grantor" or "Grantor Community", a municipal corporation duly organized under the laws of the State of New York, and Wellsville Cablevision, LLC, d/b/a Adelphia Cable Communications, hereinafter referred to as "Grantee", for the purpose of setting forth the terms under which Grantee shall construct, operate, and maintain a cable television system in the above referenced community in the State of New York.

WHEREAS, Grantor is empowered to grant and renew franchises for the installation, operation and maintenance of cable television systems within its boundaries by virtue of the authority granted to it by the Cable Communications Policy Act of 1984, as amended by the Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, (together, the "Cable Act") and the rules and regulations promulgated thereunder, by the rules and regulations of the New York State Public Service Commission, by its power to regulate and control the public streets, alleys, and rights-of-way, and by its general police powers; and

WHEREAS, Grantor and Grantee have a mutual desire to enter into a new non-exclusive franchise agreement setting forth the terms and conditions under which Grantee will continue to provide cable television service to Grantor;

WHEREAS, the construction, maintenance, and operation of said cable television system involves the use and occupation of Grantee of the streets, thoroughfares, and other rights-of-way belonging to Grantor; and

WHEREAS, the technical and financial ability of Grantee, and its principals, and the character and reputation of said Grantee and its principals, have been considered and approved by the Grantors; and

NOW, THEREFORE, in compliance with the franchise standards of the New York State Public Service Commission, Grantor hereby grants a non-exclusive franchise to Grantee to construct, operate, and maintain a cable television system within the Grantor community; provided, however, that the rights and privileges accorded by said franchise are fully subject to the following rights and conditions:

**1. DEFINITIONS.**

When used in this Agreement, unless the context otherwise requires, the following terms and their derivatives shall have the meaning herein given (and when not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural).



a. "Agreement" or "Franchise" refers to this Franchise Agreement entered into by the parties.

b. "Board" means the governing body of the Town of Middlesex.

c. "Cable Television System" means Cable Television system and Cable System as defined by Section 212 of the New York State Public Service Law and Section 522 of 47 USCS.

d. "CATV" means a cable television system.

e. "CableValue Service" refers to a level of service above the Basic tier of service, now consisting of an additional selection of cable networks.

f. "Commission" means the New York State Public Service Commission, formerly the New York State Commission on Cable Television.

g. "Franchise area" means that area within the corporate limits of the Town as now or hereafter constituted.

h. "Grantee" means Wellsville Cablevision, LLC, its successors and assigns, the grantee of rights under this Agreement.

i. "Grantor" or "Grantor Community" means the Town of Middlesex.

j. "Gross Annual Revenues" means annual revenues from cable subscribers in connection with the carriage of cable television services in the Grantor community on a regular recurring monthly basis, and shall include revenues from subscribers for premium and pay-per-view services, guides, installations and reconnections, except that the amount which the Grantee pays to the programming provider for premium programming costs shall be excluded for the purposes of calculating franchise fees. It shall not include non-subscriber revenue such as advertising, nor refunds and credits made to subscribers, bad debt or any taxes or regulatory fees imposed on the services furnished by the company. It shall not include revenues received from internet or non-cable services.

k. "Person" shall mean any natural person, company, or entity of any kind.

l. "Property of Grantee" means all property owned, installed or used by the Grantee in the conduct of a cable television business in the Town.

m. "Street" means the surface of and the space above and below any public right-of-way and through easement by whatever name called, now or hereafter existing as such within the franchise area.

n. "Subscriber" means any person or entity who lawfully subscribes to any cable service whether or not a fee is paid for such service.

## 2. RIGHTS GRANTED

In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, the right is hereby granted to Grantee, to erect, maintain, and operate cable television transmission and distribution facilities and additions thereto in, under, over, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges, and other public places in the Grantor community, and subsequent additions thereto, for the purpose of transmission and distribution of audio and visual impulses, data and communications, and television energy and for any other lawful purpose specifically authorized under this Agreement in accordance with the laws and regulations of the Grantor for the period of ten (10) years from the date of the approval of this Agreement by the Public Service Commission, or the expiration of the current franchise, whichever is later. Grantee is given an option to renew this agreement for an additional five (5) years upon notice given to the Town of Grantee's intention to exercise such option, in accordance with regulations of the Public Service Commission. The office or officer of the Grantor responsible for continuing administration of the franchise is the Town Board or its designated representative.

The Grantee shall not abandon service to any portion of the system during any contract period without first notifying Grantor in writing and then receiving the consent of Grantor. Such consent shall not be unreasonably withheld.

## 3. USE OF UTILITY POLES AND FACILITIES

There is hereby granted to Grantee the further right, privilege, and authority to lease, rent, or in any other lawful manner obtain the use of towers, poles, lines, cable and equipment and facilities from all holders of public licenses and franchises within the corporate limits of Grantor, and to use such towers, poles, lines, cables, and other equipment and facilities, subject to all existing and future local laws and regulations of Grantor. When and where practicable, Grantee's distribution system shall be erected upon poles owned and maintained by the existing utility companies, providing mutually satisfactory rental agreements can be entered into with said companies.

## 4. ERECTION AND MAINTENANCE OF POLES

Notwithstanding the above, where attachments to the pole(s) of utilities is not economically feasible, or otherwise, Grantee shall have the right to erect and maintain its own poles as may be necessary for the proper construction and maintenance of the television distribution system.

Grantee's transmission and distribution system, poles, wires, and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons or to

interfere with new improvements that the Grantor may deem proper, or unnecessarily hinder or obstruct the free use of streets, alleys, bridges, and other public property. Any removal of the distribution system, poles, wires, or appurtenances to avoid such interference shall be at the Grantee's expense, provided, however, that Grantee shall share proportionately with other users of the poles in any federal or state funds furnished to Grantor for the purpose of community development or urban renewal projects.

In those sections of the Grantor where all utilities are underground, cable TV lines will be placed underground at the Grantee's expense, provided that to the extent funding is available for utilities to place lines underground, such funding shall be made available to Grantee as well.

#### 5. USE OF EXISTING POLES

It is the stated intention and desire of Grantor that all other holders of public licenses and franchises within the corporate limits of the Grantor Community shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole line facilities wherever possible or wherever such usage does not interfere with the normal operation of said pole and pole lines so that the number of new or additional poles constructed by the Grantee within the Grantor community may be minimized.

#### 6. SERVICE AREA AND CONSTRUCTION

To the extent which it is not already in existence, Grantee plans to extend the cable television system to cover the franchise area of Grantor Community pursuant to the construction and line extension formulas. Grantee will make every reasonable effort to comply with the following schedule:

(a) Within one (1) year following receipt of a certificate of confirmation from the New York State Public Service Commission, cable television service will be available to a significant number of subscribers.

(b) Grantee shall apply for necessary operating authorizations with the Commission and FCC within 60 days from the date the franchise is awarded.

(c) Should the franchise area of Grantor ever expand, Grantee will make cable television service available to new areas of Grantor community where the average number of homes per linear mile of aerial cable plant is twenty-five (25) or greater or where the average number of homes per continuous linear mile of underground plant is thirty (30) or greater. In new areas having fewer than twenty-five (25) homes per linear mile, Grantee will extend service to subscribers who are willing to contribute to the cost of construction in accordance with the following formula:  $C/LE-CA/P = SC$ . 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 minimum number of dwelling units per mile which would require the Grantee to provide service

in the primary service area; LE equals the number of dwelling units requesting service in the line extension area; 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 Grantee shall, within thirty (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 Grantee may require prepayment of the contribution-in-aid of construction. The Grantee shall apply for pole attachment agreements within thirty (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 ninety (90) days from the receipt of pole attachment agreements by the Grantee.

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, a pro-rate 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 each time a new subscriber is added. The refunds shall be paid annually to subscribers, or former subscribers entitled to receive them.

Cable television service will be provided to any subscriber who requests service and who is located within 150 feet of aerial feeder cable at the regular installation charge. Subscribers located beyond 150 feet from the aerial feeder cable may be charged the regular installation fee plus the extra cost of labor and materials plus fifteen (15) percent, required to extend the drop beyond 150 feet.

## **7. CORPORATE LIABILITY, INDEMNIFICATION**

a. The Grantee, by its acceptance of this Franchise, specifically agrees that it shall indemnify and save harmless the Grantor from, and shall pay all damages, losses, costs, charges and penalties which the Grantor may legally be required to pay as a result of Grantee's operation of its cable television system in the Grantor community. These damages, losses, costs, charges and penalties shall include, but shall not be limited to, damages, installation, operation or maintenance of the CATV system authorized herein. However, nothing herein contained shall be construed to relieve Grantor from any and all liability due to its own negligence.

b. The Grantee, by its acceptance of this Franchise, specifically agrees that it shall defend Grantor and shall pay all expenses incurred by the Grantor in defending itself with regard to all damages and penalties covered by subsection (a) above. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by any employee of the Grantor.

c. The Grantee, by its acceptance of this Franchise, specifically agrees that it shall maintain, throughout the term of this Franchise, liability insurance insuring the Grantor and the Grantee in regard to all damages covered by subsection "a" above in the minimum amounts of \$1,000,000 combined-single limit for bodily injury or death and property damage per occurrence, with an annual aggregate of \$2,000,000. The Grantee shall also carry such insurance as it deems necessary to protect it from all claims under Worker's Compensation laws in effect and that may be applicable to Grantee.

d. All insurance required by this Agreement shall be purchased from a company licensed to do business in New York State and shall be and remain in full force and effect for the entire life of this Agreement. A current certificate of the above listed insurance shall be filed with the Clerk of the Grantor, upon request.

#### 8. INTERFERENCE PROHIBITED

It shall be the duty of Grantee to erect and maintain its transmission and distribution facilities so as not to interfere with television reception of those persons who are non-users of Grantee's cable facilities.

#### 9. THE CABLE SYSTEM

The Grantee agrees to upgrade the bandwidth of the cable television system operated by the Grantee pursuant to Section 6 to at least 550 MHZ within 5 years of the effective date of this Agreement. The Grantee shall have the right to transmit advertising of some form through the system and shall have the right to solicit for said advertising.

The cable television system shall be installed, operated and maintained in full conformance with the technical standards established by the Federal Communications Commission and the New York State Public Service Commission.

#### 10. FRANCHISE PAYMENTS

As compensation for the franchise granted herein and in consideration of the permission to use the streets and public ways of Grantor for the construction, maintenance, and reconstruction and operation of a cable television system in the Grantor community, Grantee shall pay to Grantor three percent (3%) of its Gross Annual Revenues, as defined herein in this Agreement, less amounts assessed to the Grantee by the New York State Public Service Commission pursuant to Sections 217 and 218 of the New York State Public Service Law and in accordance with Section 626 of the New York State Real Property Tax Law.

Payments of the annual franchise fees shall be made annually and shall be accompanied by a financial report as to gross annual revenues broken down by service level which shall be used for the purpose of verifying the franchise fee payments. Grantor, at Grantor's own expense and

upon at least thirty (30) business days written notice, may cause the books and records of the Grantee to be audited, for the purpose of determining the correctness of the annual payments to the Grantor.

#### 11. FEES AND CHARGES

The Grantee may make such charges for services provided to subscribers as are permitted by the F.C.C. and/or the Cable Act and/or the Rules and Regulations of the New York State Public Service Commission as may affect rates for basic service, premium and pay-per-view programming, installation, disconnection and reconnection, advanced or pre-paid services, promotional campaigns, converter rentals, refunds, late payment charges, billing practices and any matter dealing with rates not specifically mentioned herein. Under this paragraph, neither party surrenders any other rights or obligations due them under any other federal, state or local statute, rule or regulation.

Grantee at all times shall keep on file with the Clerk of Grantor a schedule of rates. If at any time any change is made in the schedule of rates, such change or changes shall also be filed with Clerk of Grantor so that Grantor shall always have on file a list of the current charges made by Grantee to its subscribers.

#### 12. PUBLIC HEARINGS

Grantee shall participate in public hearings to be called by the Grantor for the purpose of allowing public input to both parties. These hearings may be held at the discretion and request of the Grantor but shall not exceed, unless an emergency arises, one (1) per calendar year.

#### 13. SERVICE TO SCHOOLS AND OTHER BUILDINGS

Grantee shall make available, upon written request of the proper authorities, Basic and CableValue Service by Grantee without charge for equipment, installation or maintenance thereof to one outlet at the following, provided that the Grantee's lines pass within one hundred fifty (150) feet of these buildings:

- a. Fire and police stations;
- b. Municipal buildings; and
- c. Public and private schools;

Grantee shall upon request, without charge and within a reasonable time after such request, install in the buildings listed in a. to c. above, cable connections sufficient to enable one outlet in each such building to receive Basic and CableValue programming transmitted and distributed over Grantee's system.

#### 14. OTHER FRANCHISES, LICENSES, OR PERMITS

The Franchise granted under this Agreement authorizes only the rights granted pursuant to Paragraph 2 and does not take the place of any other franchise, license, or permit which might be required by law of the Grantee.

15. PREFERENTIAL PRACTICES PROHIBITED

Grantee shall not, as to rates, charges, services, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person; including its subsidiaries, parent and affiliates; nor subject any person to any prejudice or disadvantage.

16. GRANTEE NOT TO VIOLATE ZONING OR PRIVATE PROPERTY RESTRICTIONS

This contract and franchise shall not give any rights to the Grantee to violate any provision now existing or hereinafter rendered in zoning laws or other local laws of Grantor or to violate private property restrictions of record.

17. OPERATIONS AND MAINTENANCE

Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Grantee in accordance with Part 596.8 of the Commission's Rules will initiate investigative action in response to service calls on the same day they are received, if possible, and in all events on the business day following receipt of the calls. Grantee at all times during construction and throughout the term of the franchise shall adhere to all technical regulations and standards of the Federal Communications Commission, the National Electric Code of the National Board of Fire Underwriters, the New York State Public Service Commission, the Grantor community and the utility companies. The Grantee shall maintain at a location of its choice an office and service department which shall be open during normal business hours and shall have a listed, toll-free, telephone number available twenty-four (24) hours a day for the reception of complaints and requests for repair and adjustments. During some of this time, the telephone may be operated by an answering service or automatic recording service. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by Grantee and restored to serviceable condition. Grantee at all times will adhere to the Rules and Regulations of the New York State Public Service Commission for issuance of credits for subscriber outages, and for all other service standards.

18. NON-EXCLUSIVE FRANCHISE

This Franchise and any rights granted hereunder shall be non-exclusive, and Grantors reserve the right to grant another similar franchise or right to any person or firm. If, however, Grantor should grant an additional franchise to one or more multi-channel video providers on terms inconsistent with this franchise, Grantee at its option shall have the right to incorporate and/or substitute those terms within this agreement and have these additional or substituted terms

binding on both parties for the remainder of the agreement. Further, no multi-channel video provider shall have the right to provide any service upon terms more favorable than those applicable to the provision of such service by the Grantee, unless Grantee is allowed such terms.

19. INSPECTION OF RECORDS, FILINGS AND COMMUNICATIONS WITH REGULATORY AGENCIES

The Grantor shall have the right to inspect, upon two weeks written notice, at any time during normal business hours at the system office all books, records, maps, plans, financial statements, service complaint logs, performance test results, record of requests for service and other like materials of Grantee which are reasonably necessary to monitor compliance with the terms of this Franchise. Grantee shall first be given two (2) weeks written notice of the inspection request, the description of and purpose for the inspection and description, to the best of the Grantor's ability, of the books, records, documents and equipment it wants to inspect.

20. REPORTS

Grantee shall file with Grantor certificates of insurance as required herein and financial information as to gross receipts for the purpose of verifying franchise fee payments. Grantee shall file rate schedules as required herein upon request.

21. CONDITIONS ON STREET OCCUPANCY

a. Any construction work which requires disturbing the surface of any street, shall be performed in a manner so as to cause minimum interference with the proper use of streets, public ways, and places; and in a manner which shall cause minimum interference with the rights and reasonable convenience of property owners adjoining any of the streets, public ways, and places.

b. In case of disturbance of any street, sidewalk, public way, or paved area, the Grantee shall at its own cost and expense and in conformity with all the requirements of the local laws and regulations of Grantor and with the National Electric Safety Code, replace and restore each street, sidewalk, and public way in as good a condition as before the work involving such disturbance was done.

c. Grantee shall, provided it has at least forty-eight (48) hours' notice, on the request of any person holding a building moving permit, temporarily raise or lower its cable to permit the moving of buildings. The expense incurred by Grantee because of said move shall be borne by the party requesting the move. The cost shall be calculated on the basis of Grantee's time and materials.

d. Grantee shall have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided, however, all trimming shall be done,



at the expense of Grantee, under the supervision and direction of the Town.

22. SAFETY REQUIREMENT

Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisances to the public; and the Grantor's streets shall be properly protected at all times with suitable barricades and other protective devices to protect all members of the public having occasion to use the portion of any street which may be involved in Grantee's work.

23. ACCESS CHANNEL AND EMERGENCY USE

Grantee shall comply with Part 595.4 of Commission's rules and regulations. Grantee shall provide one channel for public access, educational access and government access. Grantee may use allocated channel time until such time as demand for PEG services increase.

The Grantee shall comply with applicable provisions of the FCC Emergency Alert System regulations and shall cooperate with the Town during any period of such emergency or disaster.

24. RIGHT OF REVOCATION, TERMINATION, AND CANCELLATION PROCEEDINGS. RIGHTS AT EXPIRATION OF FRANCHISE

The rights, powers, and privileges granted in this Franchise may be revoked by resolution of Grantor for the following reasons, subject to the procedure hereinafter set forth:

- a. Non-compliance by the Grantee with the material terms of this Franchise.
- b. Non-use and abandonment of the system for a period of thirty (30) days or more.
- c. Failure to pay to Grantor proper franchise fee payments as required by this Franchise Agreement.
- d. Knowingly submitting false reports or records to Grantor.

In the event of any of the above occurrences, Grantee shall be given written notice and have sixty (60) days from such notice to remedy the material deficiency. If after such sixty (60) day period, no corrective action has been taken, a hearing shall be held by the Grantor to determine whether the period of cure should be extended or whether the license and franchise should be terminated and canceled. Grantee shall receive ten (10) days written notice of such hearing. No revocation, termination, or cancellation shall occur for causes beyond Grantee's control or so long as Grantee is diligently and continuously proceeding with corrective action.

25. GRIEVANCE PROBLEMS

Grantee shall provide written notice to all present and initial subscribers, and thereafter on

a yearly basis to all subscribers, explaining procedures for reporting and resolving complaints and the Grantee's billing procedures. Such procedures and notice shall be in compliance with the New York State Public Service Commission rules.

26. COMPLIANCE WITH APPLICABLE STANDARDS

The cable television system to be constructed by Grantee, pursuant to this Franchise shall be designed to meet the technical standards set by the New York State Public Service Commission. All materials used in this system will be of good and acceptable quality.

27. NONDISCRIMINATION

Grantee shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, national origin, or sex.

28. SEVERABILITY

If any section or portion of this contract is for any reason held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions hereof. However, in the event that the FCC and/or the State Commission declares any paragraph, subparagraph, sentence, clause, or phrase invalid, then such paragraph, subparagraph, sentence, clause, or phrase will be re-negotiated by the Grantee and the Grantor.

29. PRE-EMPTION OF LOCAL REGULATORY AUTHORITY

The Grantor and Grantee specifically acknowledge that State and Federal Laws have been enacted which may restrict, limit or foreclose the Grantor's rights to regulate various aspects of Grantee's conduct during the course of construction, operation and maintenance of a cable television system or to impose various conditions in granting such franchise.

The Grantor reserves the right to adopt such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in the franchise.

30. SAVINGS CLAUSE

Except as otherwise provided for herein, the Rules and Regulations of the New York State Public Service Commission shall be binding upon the parties.

31. SUCCESSORS AND ASSIGNS

This Agreement constitutes the understanding between the parties and shall be binding upon

the parties hereto, their respective assigns, transferees, and successors.

32. COMMISSION APPROVAL

The terms of this franchise are subject to the approval of the New York State Public Service Commission, and the franchise shall become effective as of the date of approval by the Public Service Commission, or the expiration of the current franchise, whichever is later.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their signatures and seals this 18 day of October, 1999.

TOWN OF MIDDLESEX

By: [Signature]

Name and Title: Supervisor

[Signature]

Witness

WELLSVILLE CABLEVISION, LLC

By: [Signature]

Michael J. Rigas,  
Vice President of its Sole Member

[Signature]

Witness

G:\AJ\FRAN\MIDDLESEX.N1

(5) Miles of plant tested & % of total plant tested: \_\_\_\_\_ mi; \_\_\_\_\_ %

## Page 2

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(e) Attach as Exhibit 3, the CLI calculation & result including all parameters used. (Identify in this Exhibit all leaks  $\geq 50$  uV/m, and show their repaired dates, if any.)

(2) If Exhibit B is incorporated by reference, provide the Community Unit No. of the Form 320 with which Exhibit B was filed.

(3) AIRSPACE MEASUREMENTS: (if used)

(a) Person/Company Responsible for test:

Name: Martech Engineering

(Last, First, M, or Company Name)

Phone Number: ( 904 ) 720-0082

(b) Dates of Test-From: 11 / 14 / 98 To: 11 / 14 / 98  
(MM DD YY) (MM DD YY)

Test Freq.: 136 . 8125 (MHz)

(c) Attach as Exhibit C, a full description of the test procedure, a list of the equipment used for the airspace measurements and a detailed description of the area covered by these airspace measurements. (Set forth in this Exhibit all leaks detected during these airspace measurements that were subsequently repaired and their repair dates, if any.)

(d) Recorded data and its analysis:

(i) If analog recordings, include in Exhibit C, a graph of the results and indicate the value of the smoothed out peak values \_\_\_\_\_  $\mu\text{V}/\text{m}$ .

(ii) If digitized recordings, include in Exhibit C, a plot of the results and indicate % of points recorded digitally below 10 uV/m: 100 . 00%

(4) If Exhibit C is incorporated by reference, provide the Community Unit No. of the Form 320 with which Exhibit C was filed.

## SECTION IV -- CERTIFICATION

By signing below, the operator certifies that in the case of an individual operator, he or she is not subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21, U.S.C. 352, or in the case of a non-individual operator (e.g. corporation, partnership, or other unincorporated association), no party to the operator is subject to a denial of federal benefits that includes FCC benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 CFR, Section 1.2002(b).

I certify that I am Vice President of Engineering (Official Title),  
of Wellsville Cablevision, L.L.C. (Legal Name of Cable System Owner),  
that I have examined this Report and that, to the best of my knowledge and belief,  
all statements in the Report are true, correct and complete, and are made in good  
faith.

WILLFUL FALSE STATEMENTS ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT (U.S. CODE, TITLE 18, §1001) AND/OR REVOCATION OF ANY STATION LICENSE (U.S. CODE, TITLE 47, §312(a)(1)), AND/OR FORFEITURE (U.S. CODE, TITLE 47, SECTION 503).

FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

BASIC SIGNAL LEAKAGE PERFORMANCE REPORT  
FCC FORM 320

Approved by CMC  
3060-0433  
Expires 1/31/99  
JAN 28 1999  
Received

Public reporting burden for this collection of information is estimated to average 20 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Federal Communications Commission, Office of Managing Director, Paperwork Reduction Project (3060-0433), Washington, D.C. 20554. Do not send completed forms to this address.

SECTION I -- GENERAL INFORMATION

- (1) Cable System Owner: Wellsville Cablevision, L.L.C.  
Phone Number: (814) 274-9830  
Address: Main at Water Street PA 16915-  
COUDERSPORT (City) (State) (ZIP)  
(2) Community Served : Middlesex  
(3) Community Unit No.: NY1505 (4) Physical System Id: 014577

SECTION II -- LOCAL SYSTEM INFORMATION

- (1) Person(s) Responsible for report:  
Name: Barckhoff Ron  
(Last) (First) (M)  
Phone Number: (716) 593-1300  
Address: 3458 Riverside Drive  
Wellsville NY 14895-  
(City) (State) (ZIP)  
(2) Are aeronautical frequencies (i.e., 108-137 or 225-400 MHz) used by this cable television system? Yes      No       
(a) If No, complete Section IV below and return to FCC.  
(b) If Yes, attach as Exhibit A all precisely offsetted aeronautical frequencies used by this Community Unit.  
(3) TEST RESULTS: CII: 10Log100:     ; 10Log13000:       
Airspace: Passed: X Failed:

SECTION III -- LEAKAGE PERFORMANCE CRITERIA

For operators conducting measurements on geographical areas that contain more than one Community Unit, (e.g., headends that serve more than one community unit) fill in the measurement information below. NOTE: The submission of the accompanying exhibits, either B or C, may be incorporated by reference to another Community Unit filing that had undergone the same measurement tests as this Community Unit. That Community Unit must be identified by its Community Unit Code Number in response to Question (2) or (4) below.

- (1) GROUND-BASED MEASUREMENTS: (if used)  
(a) Person(s) Responsible for test:  
Name:                 
(Last) (First) (M)  
Phone Number: ( )  
(b) Miles of plant tested & % of total plant tested:      m;      %

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[illegible]

(e) Attach as Exhibit 3, the CLI calculation & result including all parameters used. (Identify in this Exhibit all leaks  $\geq 50$  uV/m, and show their repaired dates, if any.)

(2) If Exhibit B is incorporated by reference, provide the Community Unit No. of the Form 320 with which Exhibit B was filed.

(3) AIRSPACE MEASUREMENTS: (if used)

(a) Person/Company Responsible for test:

Name: Martech Engineering

(Last, First, M, or Company Name)

Phone Number: ( 904 ) 720-0082

(b) Dates of Test-From: 11 / 14 / 98 To: 11 / 14 / 98  
(~~xx~~ DD YY) (~~xx~~ DD YY)

Test Freq.: 136 . 8125 (MHz)

(c) Attach as Exhibit C, a full description of the test procedure, a list of the equipment used for the airspace measurements and a detailed description of the area covered by these airspace measurements. (Set forth in this Exhibit all leaks detected during these airspace measurements that were subsequently repaired and their repair dates, if any.)

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(i) If analog recordings, include in Exhibit C, a graph of the results and indicate the value of the smoothed out peak values \_\_\_\_\_  $\mu\text{V}/\text{m}$ .

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I certify that I am Vice President of Engineering (Official Title),  
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that I have examined this Report and that, to the best of my knowledge and belief,  
all statements in the Report are true, correct and complete, and are made in good  
faith.

(Signature)

1/7/77

19 (Date)

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FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

BASIC SIGNAL LEAKAGE PERFORMANCE REPORT  
FCC FORM 320

Approved by CNE  
3050-0433  
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(2) Community Served : Rushville  
Community Unit No.: NY1399 (4) Physical System Id: 014577

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(Last) (First) (M)  
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Address: 3458 Riverside Drive  
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(2) Are aeronautical frequencies (i.e., 108-137 or 225-400 MHz) used by this cable television system? Yes ☐ No ☐  
(a) If No, complete Section IV below and return to FCC.  
(b) If Yes, attach as Exhibit A all precisely offsetted aeronautical frequencies used by this Community Unit.  
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Phone Number: ( )  
(b) Miles of plant tested & % of total plant tested: \_\_\_\_\_ mi; \_\_\_\_\_ %



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(Continued)

(d) Equipment Used: \_\_\_\_\_ (Make) \_\_\_\_\_ (Model) \_\_\_\_\_ (Test Frequency)

(e) Attach as Exhibit 3, the CLI calculation & result including all parameters used. (Identify in this Exhibit all leaks  $\geq 50$  uV/m, and show their repaired dates, if any.)

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1/2/97

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