

O R D I N A N C E

Motion was made by Councilman Cleard, and seconded by Councilman Hickard, that the following Ordinance be passed:)

ORDINANCE NO. 86

AN ORDINANCE GRANTING A FRANCHISE TO MECA CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, OPERATE AND MAINTAIN A COMMUNITY ANTENNA TELEVISION SYSTEM IN THE CITY OF MAGNOLIA, AND SETTING FORTH CONDITIONS, ACCOMPANYING THE GRANTING OF THIS FRANCHISE, REPEALING ANY AND ALL ORDINANCES IN CONFLICT HERewith, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MAGNOLIA, STATE OF TEXAS, THAT:

SECTION 1. SHORT TITLE AND DEFINITIONS.

This Ordinance shall be known and may be cited as the "Community Antenna Television Franchise Ordinance".

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

(a) City is the City of Magnolia, Montgomery County, Texas. For purposes of administering this Ordinance, the City may designate its City Secretary, Attorney or other employees.

(b) Council is the City Council of the City of Magnolia.

(c) Community Antenna Television System, or CATV System, whenever used in this Ordinance, shall mean a system for the installation, interception, receipt, sale, transmission and distribution of television and radio signals, for the purpose of entertainment and carrying on business transactions.

(d) Company is the Meca Corporation or anyone who succeeds in accordance with the provisions of this franchise.

(e) Person is any person, firm, partnership, association, corporation or organization of any kind.

(f) Subscriber is any person who is the owner, lessor, lessee, occupant or tenant of any house, residence, business, shop, store, apartment in any apartment building or complexes, each hospital, institution, or rest home, each unit in each duplex, triplex or quadrex, trailer, mobile home or other place of abode, located in the city limits of City, which currently has available telephone and/or electricity connections, which is located upon property in said City, adjoining a City Street, alleyway or utility easement, and who has signed an application with City or company for Community Antenna Television System's service.

(g) New Subscriber: A new subscriber is one who seeks the service of the Community Antenna Televisions Systems' service after the system is installed in City and is operative.

(h) Standard Installation: Either an overhead or underground installation to a subscriber's TV directly through an outside wall of a subscriber's home.

SECTION 2. GRANT OF NONEXCLUSIVE AUTHORITY.

- (a) There is hereby granted by the City to the Company, the right and privilege to construct, erect, operate and maintain in and upon, along and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the City, wires, poles, cables, underground conduits, conductors and such other fixtures and equipment as is necessary for the maintenance and operation of a community antenna television system for the reception and distribution of television signals and energy frequency modulated radio signals and other visual or audio signals which are not otherwise herein prohibited.
- (b) The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive and the city reserves the right to grant the use of alleys, streets, public ways and places to any person at any time during the period of this agreement. The City hereby retains all of its power and control for the regulation of its streets, highways, alleys, bridges, public ways and other public places granted or which may hereafter be granted to it under the Constitution, Laws and Statutes of the State of Texas and its own Ordinances and Resolutions.
- (c) Company is hereby given the right and is hereby authorized to lease, rent and use in any manner it may, the cables and other underground properties from any other utility company operating by virtue of a franchise from the City of Magnolia. It is recognized and expressly agreed and understood, that exclusive franchises are prohibited by the Texas Constitution and the Laws applying to Magnolia and Company is not receiving an exclusive franchise hereby.
- (d) City reserves the right to, from time to time, approve the placement and location of all installations made by the Company.

SECTION 3. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.

The Company shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by the City. Company shall maintain and operate the CATV System according to all pertinent rules and regulations now and hereafter promulgated by Federal Regulatory Commission or agency, and/or the State of Texas, having jurisdiction and respect to any matters affecting CATV operations authorized pursuant to this franchise.

SECTION 4. DURATION OF FRANCHISE.

- (a) This Franchise Ordinance shall remain in full force and effect for a period of fifteen (15) years but shall be subject to renewals by the City for an additional ten (10) year periods.
- (b) The Company further agrees it will commence construction of its cable system no later than six (6) months from the date of the award of this franchise, and the System, as defined by the Federal Communications Commission's Rules and Regulations, will be completed within twelve (12) months from the date construction is started according to the rules and regulations of the Federal Communications Commissions. Completion as used herein above, means that the System will be operative and affording service to one hundred percent (100%) of the potential subscribers.

(c) If construction of the cable system is not commenced within six (6) months from the date of this franchise, the City shall have the option to terminate this franchise subject to Section 6(a).

(d) It is, however, understood that should any act or condition arise beyond the reasonable control of Company that delays the completion of construction, beyond twelve (12) months, the time is waived from this franchise.

SECTION 5. LIABILITY AND INDEMNIFICATION.

(a) Company shall indemnify and hold the City harmless from any liability, cost damage and expense of every character, arising out of or in any manner resulting from or contributed to by any wrongful or negligent act or omission of Grantee, its agents, servants or employees in the installation, maintenance and operation of its facilities in the City or in the exercise of any right or privilege hereunder.

(b) Company shall furnish to the City a performance bond in the face value of one hundred thousand and no/100 dollars (\$100,000.00), in favor of the City, to secure all acts and performance by the Company. Such performance bond must be filed with the City Secretary prior to the commencement of any construction and must be maintained throughout the term of this franchise. The City reserves the right to increase the amount of this performance bond, should, in its sole judgment, deem it as necessary.

(c) The Company shall, unless the City Council directs otherwise, procure and furnish and file with the City Secretary a policy of insurance approved by the City covering liability and property damage with the minimum amounts of liability thereunder as follows: TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00 in each category.) It is also understood that the Company will maintain throughout the term of the franchise an umbrella liability policy in a minimum amount of ONE MILLION DOLLARS (\$1,000,000.00). The City reserves the right to increase the amounts of liability and property damage coverage at any time, should, in its sole judgment, deem it is necessary.

(d) Workmen's Compensation Coverage. The Company shall also maintain in full force and effect throughout the duration of this Franchise Ordinance, sufficient Workmen's Compensation Insurance coverage to adequately and fully protect its agents and employees as required by law.

SECTION 6. CITY RIGHT IN FRANCHISE.

(a) At the expiration of the term for which this franchise is granted any renewal thereof, or other termination, the City shall have the right to require the Company to remove at its own expense, all portions of the CATV System located from all public ways within the City. Alternatively, the City shall have first option to purchase such portions of the CATV System located from all public ways within the City, at the fair market value of said cable and fixtures. In the event that the parties cannot agree to such a fair market value, the City and Company each at its own expense shall have an appraisal prepared by a person who is well qualified to make such an appraisal. If the two such appraisers elected cannot agree as to what is the fair market value of the system, these two appraisers shall select a third qualified appraiser who shall make a written appraisal of the system and whose appraisal will be binding on the parties with the respect to the fair

market value of the physical plant assets comprised in the system. The expense of the third appraiser shall be split equally between the City and Company.

- (b) Any authority granted by the City to the Company pursuant to this Franchise Ordinance, shall continue for so long as used by the Company for the purposes herein granted; however, the failure of the company to use the same for said purposes once installed and activated, for a period of twelve (12) consecutive months shall automatically terminate said authority and the same shall revert to the City. All provisions of this subsection (b) are subject to the provisions of subsection 7(a) dealing with termination.

- (c) In the event of default by the Company under any of the terms of this Ordinance, and termination of its rights to this franchise, it is agreed that all provisions of this subsection (c) are subject to the provisions of subsection 7(a) dealing with termination.

SECTION 7. CONDITION ON STREET OCCUPANCY.

- (a) In case of disturbance of any street, sidewalk, alley, public way, paved way, ditch, drainage facility, bridge or culvert, made by the Company in its installation or operation, the Company shall at its own cost and expense, and in the manner required by the City, replace and restore same, in as good a condition as before the work involving such disturbance was done. In all cases, where requested by the City and where underground service is to be installed, Company will bore under streets, paved areas and sidewalks.
- (b) If at any time during the period of this franchise the City shall lawfully elect to alter or change the grade of any street, sidewalk, alley, ditch, drainage facility, culvert or bridge, or other public way, the Company upon reasonable notice by the City, shall remove or relocate its poles, wires cables or other fixtures at its own expense.
- (c) Before any poles, cables, or other fixtures are placed in any public way by the Company, they shall be approved by the City and placed in such a manner as not to interfere with the usual use of such public way or usual traffic on such public way.
- (d) The Company shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting same, (unless such wires are below the minimum height required by the National Electric Act or other Federal, State or local regulations) and the Company shall have the authority to require such payment in advance. The Company shall be given sufficient advance notice to arrange for such temporary wire changes.
- (e) The Company shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks, easements and public ways and places of the City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Company.
- (f) The Company hereby agrees to place its underground wires and cables a minimum of twelve (12) inches below the surface of the ground. All lines, wires, cables, manholes and other fixtures installed by the Company shall be of sound material and good quality, meeting City specifications, and shall be so laid as to not interfere with the natural or artificial drainage of the City, or its underground fixtures, or the natural drainage of any stream or waterway.

- (g) The Company shall make application, in quadruplicate, with the City, showing all proposed cable routes. The City shall approve said application before construction is started; however, any delay occasioned by such approval shall extend the time for commencement of construction of the CATV System under Section 4(c) of this Ordinance.
- (h) The Company shall also file, in quadruplicate, with the City, true and correct maps or plats of all existing and proposed installations.
- (i) The Company shall move, at its own expense, its lines, wires, cables, manholes, conduits and other appurtenances, when requested to do so by the City, for the safety or convenience of the City or its franchise holders or citizens affected thereby. It is expressly provided that whenever by reason of the construction, repair or maintenance or relocation, lowering of the grade, widening, raising of any street, highway, alleyway or public way, utility line, ditch, drainage facility, bridge or culvert by the City of Magnolia, or by the location or manner of construction, reconstruction, maintenance or repair of any public structure or facility by the City, it shall be deemed necessary by the City to relocate, move, change, alter or modify any of the Company's facilities, such change, relocation, alteration or modification shall be promptly made by the Company, when ordered, in writing by the City, without claim for reimbursement or damages against the City. Upon notification to Company as herein provided, the Company shall remove, relay and relocate its lines, cables, wires, conduits, manholes and other appurtenances and fixtures, at its own expense. If there is in the opinion of the City an unreasonable delay by the Company in restoring and maintaining streets, highways, utility lines, and ditches, drainage ways, bridges or culverts and alleyways, after excavation, repairs and extensions have been made, the City shall have the right without further notice, to restore or repair same and require the Company to pay the reasonable cost of so repairing or restoring same.
- (j) The Company shall not place other fixtures where the same will interfere with any electric, or telephone fixture, water hydrant or main, drainage facility or sanitary sewer, and all such fixtures shall be placed as directed by the City and in such manner as not to interfere with the usual travel or use of streets, alleys, public ways or other properties.
- (k) All installations made in good, substantial and safe conditions and shall be maintained in such condition at all times. The surface on any street, alley or other public place distributed by the Company in constructing, maintaining, operating or repairing its system shall be restored immediately by Company after completion of the work to as good a condition as before the commencements of the work. Further, Company agrees that should any landscaping, flower beds, garden areas or lawns of any resident of Magnolia be damaged or distributed by Company in constructing, maintaining, operating or repairing its system, Company shall restore said premises to as good a condition as before the commencement of the work. No street, alley or public place shall be encumbered for a longer period than shall be necessary to execute the work and location of all facilities of Company.

SECTION 8. SAFETY REQUIREMENTS.

- (a) The Company shall install and maintain its cables and other equipment in accordance with standard utility practice, utility pole line agreements, State or City Ordinance and Statutes and Regulations of the National Electric Code.

- (b) The Company shall at all times employ ordinary care and shall install and maintain in use commonly-accepted methods and devices to prevent failures and accidents which are likely to cause damage, injuries or nuisances to the public.

SECTION 9. FORFEITURES OR TRANSFER OF FRANCHISE.

- (a) If the Company shall violate any of the terms or provisions of this Franchise, and should the Company continue to violate same for a period of thirty (30) days after the Company shall have been notified in writing by the City to desist from such violation so specified, then the City may terminate and cancel this franchise; provided, however, that the City shall not cancel this franchise if the Company is without fault as to the violation, and further provided that this franchise shall not be terminated and cancelled until after the Company first has been provided with the opportunity to be heard before a regular or called special meeting of the City Council (after thirty (30) days notice of such meeting) and then only by Ordinance or Resolution duly adopted by the City Council. However, should the Company be adjudged as bankrupt either voluntary or involuntary, or apply for reorganization under the Bankruptcy Laws then in existence, then the City may, after sixty (60) days written notice to the Company without hearing afforded to the Company, terminate and cancel this franchise. In addition, if at any time during the term of this franchise the Company shall fail to render a satisfactory service procedure hereinabove, cancel and terminate this franchise by ordinance or resolution duly adopted by the City Council. Further, the Company shall not sell, lease, assign, or transfer this franchise without the prior written approval of the City, which approval will not be unreasonably withheld, providing the Grantee, Lessee, Assignee, or Transferee demonstrated to the City its ability and continuing ability to perform hereunder. A change in ownership or control of at least twenty percent (20%) of the stock of Company shall be considered a sale thereof. This franchise may be assigned by the Company as security for debt, without approval by the City; however, in the event of a foreclosure, thereunder, such foreclosure shall be considered as sale under the terms hereof and subject to approval by the City.

- (b) In the event of a termination of the franchise under any of the provisions of this Section 9, the terms and provision of Section 6(a) hereof shall then be applicable.

SECTION 10. PAYMENT TO THE CITY.

The Company shall pay to the City three percent (3%) of the gross receipts of the Company, including, but not limited to the basic service charges and optional pay channel subscriptions paid to and received by the Company, within twenty (20) days after the close of each quarter of the Company. Payments due the applicable days of April, July, September and January. It is understood that the three percent (3%) paid to the City shall be based upon gross receipts of the Company, including, but not limited to charges imposed on customers as a monthly consideration for their use of outlets, and installation or repair charges. Fees paid by the Company shall apply to all gross receipts, including, but not limited to, the basic cable service and optional pay channel subscriptions, paid to and received by the Company. This fee also includes income received for any security or fire detection systems offered or installed by the Company. Gross receipts will also include any income received by the Company from transmission and distribution of TV and radio signals for any of the channels listed in Section 14 of the Franchise Ordinance and any other channels added at future dates.

The Company shall file with the City Secretary, within sixty (60) days after the close of each fiscal year of the Company, a certified copy of the audit reflecting the gross receipts received by the Company, during the applicable twelve (12) month period. The City may, when it sees fit, have the books and records of the Company examined by a representative of the City to ascertain whether such audit is accurate, but nothing in this Ordinance shall be construed to prevent the City from ascertaining the facts by any other method. The City or any person designated by it, upon notice in writing, shall have the right to audit the Company's accounts and records pertaining to this agreement, within a twenty-four (24) month period following the end of any twelve (12) month period. Otherwise, any statements rendered by the Company shall conclusively be presumed to be true and correct after twenty-four (24) months following the end of any such twelve (12) month period, unless within the said twenty-four (24) months period the City takes written exception thereto and makes claim against the Company for adjustment. Such audit shall be done in such a manner to cause a minimum of inconvenience to the Company and shall be at the expense of the City.

The compensation set forth herein shall be paid and received in lieu of any license, charge, fee, street or alley rental, or other character of charge for use and occupancy of the streets, alleys or public ways of the City, or any occupation or privilege tax; provided, however, that the foregoing shall never be pleaded in defense or in bar against the imposition of any involuntary gross receipt tax or charge by the City which is greater than three percent (3%), if the City is hereafter, by statute, authorized to impose the same, and if it has imposed said greater involuntary tax or charge uniformly within said City, but the amounts due under the foregoing paragraph shall be included with and credited upon such created involuntary tax or charge, if same ever be imposed. Additionally, Company agrees to fully comply with the provisions of Article 1121, Vernon's Annotated Texas Statutes. The City agrees that it shall not enact franchise, ordinance or resolution in violation of F.C.C. Rules and Regulations with respect to franchise fees.

Finally, it is distinctly understood and agreed that the hereinabove set forth payments to the City by Company shall in no way preclude the City from assessing ad valorem property taxes against the property, facilities and cable of Company, just as said City assesses ad valorem taxes against other utility and utility companies operating within said City.

SECTION 11. RATES.

(a) The initial rates and charges to residential and commercial users of the CATV System shall be those as shown on Schedule "A". Said schedule is herewith filed with the City and shall be available for inspection by the public and residents of the City. Company agrees to furnish each subscriber a complete list of such rates.

(b) There may be no changes in said rates or installation charges, without prior City approval. In the event Company desires to increase such rates, it shall file notice thereof with the City Secretary, and shall at its own cost and expense, publish a schedule of such proposed rate changes in the Official City Newspaper of the City of Magnolia, for at least fourteen (14) days prior to any action thereon by the City Council, such publication to appear at least twice during such fourteen (14) day period. The City shall thereafter schedule a public hearing after notice of the date, time and place thereof, in such official city paper, such publication of such Notice of Public Hearing to be at the cost and expense of Company. Thereafter, a Public Hearing shall be held by the City Council at which Company, the City and any other interested party may present evidence thereon. The decision of the City Council in relation

to such proposed rate change, shall be final and conclusive. However, the determination by the City Council of Company's rights, shall be subject to the rules and regulations of any State or Federal Authority which may subsequently, by due process of law, acquire jurisdiction over this type of industry or enterprise. Should the City fail or refuse to provide for a public hearing and take action on a proposed rate increase within ninety (90) days after the publication period as provided herein, the Company shall be entitled to implement interim rates until such time as the City shall make a final determination on the proposed note change.

- (c) In no event shall Company make application for rate changes in excess of two (2) times in each calendar year.

SECTION 12. OTHER BUSINESS ACTIVITIES.

- (a) In the case of any emergency or disaster, the Company shall, upon request of the City of Magnolia Police Department, make available its facilities for emergency use during the emergency or disaster period.

- (b) The Company shall not engage in the business of selling or servicing television receivers or sets.

- (c) A public access studio (mobile or otherwise) within a reasonable distance from Magnolia will be made available to subscribers in Magnolia at such time as when it is available to other areas in the Greater Houston Area.

In addition, it will provide any and all signals, including two-way service and security systems provided to any of Company's other customers in the Greater Houston Area, presently or in the future, whether optional at an additional charge or otherwise, together with any and all signals as hereafter required by the Federal Communications Commission.

SECTION 13. OPERATION AND REPAIR.

- (a) Technical Standards. The Company shall maintain a standard of excellence in the operation of the CATV System. Regular maintenance activities will be carried out to assure a high quality of signals by industry standards. The system will at all times meet or surpass the requirements of the Federal Communications Commission's rules now existing or as hereinafter amended.

- (b) Safety and Legal Requirements. The Company assumes responsibility that the system will at all times meet or surpass the requirements of the National Electrical Code and all applicable laws, rules and regulations.

- (c) Minimum Interference. All installations made by the Company shall be installed, maintained and operated in a manner to cause minimum interference with other users and uses of the easements.

- (d) Responsibility for Disturbances. In the event that there is a disturbance of any pavement, sidewalk, driveway, shrubbery, gardens, landscaping, boundary fence or other surface feature by the Company, repair and replacement thereof shall be made promptly by the Company at its expense by restoring the damaged surface feature to a condition comparable to the condition existing prior to the commencement of the work by the Company to include (but not by way of limitation) a comparable physical appearance so as to maintain the continuity of appearance of the area involved.

(e) Repairing the System. The Company shall make available to all subscribers at all times, a local telephone number through which requests for service calls can be placed on a twenty-four (24) hour basis. The Company shall respond to all service calls within one (1) business day after receipt thereof and correct malfunctions as promptly as possible, but in all events such as corrections or repairs shall be made within three (3) business days after notice of service calls, subject to the availability of parts and materials and other causes reasonably beyond the control of the Company. To facilitate service, the Company shall maintain a competent staff of employees with the capability of providing the service required under this agreement and shall maintain a local agent for the investigation and resolution of all complaints regarding the quality of service, equipment malfunctions and similar matters.

(f) Interruption of Service. Except where there exists an emergency situation necessitating a more expedited procedure, the Company may interrupt service to subscribers for the purpose of maintaining, repairing or upgrading the CATV System only during periods of minimum use, and after having given not less than forty-eight (48) hours notice to its subscribers. It is further agreed that regardless of the cause of service interruption, the Company will make a rate adjustment for services that have been interrupted for a period in excess of forty-eight (48) consecutive hours.

(g) Company agrees to furnish service to any new subscriber, within six (6) months following application therefor by said subscriber to the Company.

SECTION 14. SIGNAL CARRIAGE.

The System, when operational, will be capable of carrying a minimum of thirty-five (35) channels, and will be designed and rated for twenty-four (24) hour daily continuous operation, and will carry all additions thereto, it will provide any and all signals, including two-way service and security systems, provided to any of Company's other customers in the Greater Houston Area, presently or in the future, whether optional at an additional charge, or otherwise, together with any and all signals now or hereafter required by the Federal Communications Commission. Public access channels, educational channels and a government channel will be activated at such time as the CATV System has the prescribed number of subscribers in accordance with Federal Communications Commission Regulations. By way of illustration, but not by way of limitation, the system will carry at a minimum, from its operational inception, the following twenty-one (21) channels, to-wit:

KPRC (2) NBC	Houston
WOR (3) New York	Satellite
*SHOWTIME Premium movie channel	Satellite
*THE MOVIE CHANNEL Premium movie channel	Satellite
NOAA Weather	Local
*HOME BOX OFFICE Premium movie channel	Satellite
KUHT (8) Public Broadcast Station	Houston
WGN (9) Chicago	Satellite
KRIV (26)	Houston
KHOU (11) CBS	Houston
KHTV (39)	Houston
KTRK (13) ABC	Houston
E.S.P.N.	Satellite
S.P.N.	Satellite
PTL Club	Satellite
Madison Square Garden/C-Span	Satellite
UPI News/Stockmarket	Satellite
Nickelodeon Children's Programming	New York
Public Access	Satellite
Modern Talking Pictures	LOCAL
Christian Broadcast Network	Satellite
*Optional to Subscriber	Satellite

SECTION 15. ACCEPTANCE OF FRANCHISE.

Within thirty (30) days from the effective date of this Ordinance, Company shall file its written acceptance of this Ordinance with the City Secretary, or else this Ordinance shall be null and void. Upon this written acceptance by Company, this Ordinance and Franchise shall constitute a contract between the City and Company and shall be binding upon both.

SECTION 16. SEPARABILITY.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid, or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

SECTION 17. All ordinances and parts of ordinances in conflict herewith are expressly repealed.

SECTION 18. MODIFICATION BY FEDERAL COMMUNICATIONS COMMISSION .

Any modification of the provisions of this Ordinance resulting from amendment by the Federal Communications Commission shall be incorporated into the franchise within one (1) year of adoption of the modifications, or at the time of franchise renewal, whichever occurs first.

AND IT IS SO ORDERED.

PASSED AND APPROVED on the 12th day of May, 1981.

CITY OF MAGNOLIA, TEXAS

ATTEST:

BY: Cathy J. Shuckert
City Secretary

BY: D. W. Cloyd
D. W. CLOYD, Mayor

(SEAL)

SCHEDULE "A"

PROPOSED CABLEVISION RATES

MONTHLY SERVICE CHARGES

Residential:

Basic Service - 40 Channel Access (Includes converter)*	\$7.95 first outlet
Additional Outlets	1.50 each
FM Outlets	1.50 each
Converter Rental - Additional Outlets	1.50 each
Home Theatre Network	5.00 all outlets
Home Box Office	7.50 all outlets
Warner's Movie Channel	7.50 all outlets

*Customer may purchase converter from Cable Company or any other source and eliminate monthly charge of \$1.50.

Payment of eleven (11) months in advance pays for full twelve (12) month's service.

INSTALLATION CHARGES

Residential:

Normal Installation Charge - First Outlet	15.00
Overhead	25.00
Underground	10.00 each
Normal Installation Charge - Additional Outlet	Time & extra material
Custom Installation Charge	

Installation charges below apply only if connection is made separate from initial installations:

Converter installation	10.00
Installation: Home Theatre Network	10.00
Warner's Movie Channel	10.00
Home Box Office	10.00
Relocation: First Outlet	10.00
Additional outlet	5.00 each
Transfer: Cabled Home to Cabled Home	5.00 each outlet
Cabled Home to Non-cabled Home	10.00 each outlet

ALL STANDARD INSTALLATIONS ARE FREE WITHIN FIRST 30 DAYS SERVICE IS AVAILABLE TO SUBSCRIBERS.

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