

**BEFORE THE
DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS
OF THE STATE OF HAWAII**

In the Matter of the Application of)	
)	
The Chronicle Publishing Company)	
Doing Business As)	
CHRONICLE CABLEVISION OF HAWAII)	Docket No. 90-02
)	
For Approval of Cable Franchise Renewal to)	
Provide Cable Communication Service)	
_____)	

DECISION AND ORDER NO. 150

On November 23, 1990, the Director of Commerce and Consumer Affairs ("Director") issued Decision and Order No. 141 which granted approval of a cable franchise renewal to provide cable communications services to The Chronicle Publishing Company dba Chronicle Cablevision of Hawaii ("Chronicle") subject to the Terms and Conditions that were incorporated by reference therein. Subsequently, on January 24, 1991, the Director issued Decision and Order No. 148 which amended Decision and Order No. 141.

Upon further review and subsequent discussions with Chronicle of the Amended Terms and Conditions of Decision and Order No. 141 incorporated in Decision and Order No. 148, the Director believes that it is in the public interest to amend further the Institutional Network requirement as set forth in Term and Condition 5.3.

Term and Condition 5.3 of the Amended Terms and Conditions of Decision and Order No. 141 is hereby amended and superseded by this Decision and Order. Except as amended, the provisions of Decision and Order No. 148 and the Amended Terms and

AMENDED TERM AND CONDITION 5.3 OF DECISION AND ORDER NO. 148

Term and Condition 5.3 of the Amended Terms and Conditions of Decision and Order No. 141 incorporated in Decision and Order No. 148 is amended and superseded to read as follows:

5.3. Institutional Network

(a) Chronicle Cablevision of Hawaii shall within six (6) months of a request by the Director provide and maintain two-way fiber optic interconnections at the sites specified below:

(1) Hawaii Kai

Chronicle Cablevision of Hawaii shall effect an interconnection at sites to be determined by the Director within Chronicle Cablevision of Hawaii's Hawaii Kai service area. In addition, Chronicle Cablevision of Hawaii shall cooperate with Oceanic Cablevision on the island of Oahu to complete connectivity between the institutional network required by Decision and Order No. 137 and the Hawaii Kai institutional network required by this paragraph.

(2) Maui

Chronicle Cablevision of Hawaii shall effect an interconnection at sites to be determined by the Director within Chronicle Cablevision of Hawaii's Maui County service area. In addition, Chronicle Cablevision of Hawaii shall cooperate with Daniels Communications Partners Limited Partnership dba Hawaiian Cablevision Company to complete connectivity between the institutional network required by Decision and Order No. 146 and the Maui County institutional network required by this paragraph.

(3) Ka'u

Chronicle Cablevision of Hawaii shall cooperate with the other cable systems on the island of Hawaii regarding connectivity between institutional networks and sites within the Ka'u service area to be determined by the Director.

(b) These interconnections shall be capable of carrying T-1 circuits for data, voice, video, and analog in both directions.

(c) Chronicle Cablevision of Hawaii shall work with the Director's staff, consultants, and others designated by the Director to design the institutional networks and to develop and implement coordinated plans for their use.

(d) Upon written request by Chronicle Cablevision of Hawaii, the Director may grant an extension for the installation of the interconnections in paragraph 5.3(a) for good cause.

(e) Chronicle Cablevision of Hawaii shall provide the interconnections required in paragraphs 5.3(a)(1) (Hawaii Kai) and 5.3(a)(3) (Ka'u) and shall maintain the interconnections required in paragraphs 5.3(a)(1) (Hawaii Kai), 5.3(a)(2) (Maui), and 5.3(a)(3) (Ka'u) at no charge or cost to the State except for Chronicle Cablevision of Hawaii's cost for labor and materials.

(f) With respect to its Maui County service areas, Chronicle Cablevision of Hawaii may receive a credit of up to \$65,000 for providing the interconnection required in paragraph 5.3(a)(2), to be applied against Chronicle Cablevision of Hawaii's requirement to pay the Access Fee described in paragraph 7.2 herein or PEG capital funds described in paragraph 7.3 herein. The taking of any credit by Chronicle Cablevision of Hawaii shall require the Director's prior approval. The credit shall be calculated on Chronicle Cablevision of Hawaii's actual costs for labor and materials

expended in satisfaction of paragraph 5.3(a)(2). Chronicle Cablevision of Hawaii shall provide the Director or his designee with such verification of costs as may be requested. In the event that Chronicle Cablevision of Hawaii's actual costs for labor and materials to complete the interconnections required in paragraph 5.3(a)(2) exceed \$65,000, the excess costs shall be borne by the State.

(g) The State shall bear the following actual costs for labor and materials incurred by Chronicle Cablevision of Hawaii in providing such interconnections. Upon submission of invoices for the cost of such interconnections, together with such supporting documentation as the Director may require, the State shall promptly reimburse Chronicle Cablevision of Hawaii for the costs of such interconnections, which shall include the cost of materials utilized, including applicable taxes and shipping charges; cost of labor, including social security, unemployment insurance, workers' compensation insurance, and other benefits and taxes; and rental value of equipment and machinery.

(h) Chronicle Cablevision of Hawaii may construct the institutional networks required by this section in a manner it deems appropriate, consistent with paragraph 5.3(c). Chronicle Cablevision of Hawaii may utilize contractors to construct or maintain all or any portion of such institutional networks, including without limitation other cable operators.

Conditions of Decision and Order No. 141 that were incorporated therein are hereby ratified and approved and shall remain in full force and effect.

NOW, THEREFORE, it is hereby ordered that the amendment of Term and Condition 5.3 of the Amended Terms and Conditions of Decision and Order No. 141 incorporated in Decision and Order No. 148, be APPROVED in the form attached hereto as Amended Term and Condition 5.3 and incorporated by reference herein.

DATED: Honolulu, Hawaii, April 5, 1991.



ROBERT A. ALM
Director of Commerce and Consumer
Affairs

Hillside Bond
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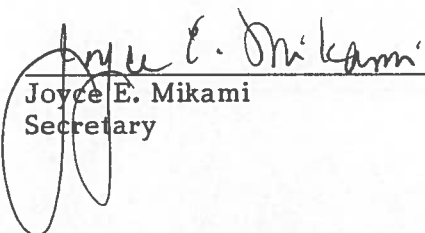
CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing DECISION AND ORDER NO. 150 in Docket No. 90-02 was served upon the following parties at the addresses shown below by mailing the same, postage prepaid, on this 5th day of April, 1991:

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