

PENDING PETITION MEMO

Date: 8/20/2008

TO : OT
FROM: CENTRAL OPERATIONS
UTILITY: DTC CABLE, INC.
SUBJECT: 07-V-1082

Petition of DTC Cable Inc. for the Approval of the Renewal of its
Franchise with the Town of Meredith, Delaware County.



2008 AUG 20 PM 1:51

August 18, 2008

Office of the Secretary
NYS Department of Public Service
3 Empire State Plaza
Albany, NY 12223-1350

RE: CATV Franchise Renewal – DTC Cable, Inc. with the Town of Meredith

Dear Secretary Brilling:

We are herewith filing an original and four copies of the following:

1. R-2 Application for DTC Cable Franchise Renewal
2. Proof of Service of R-2 Application dated August 18, 2008
3. Public Hearing Notice with proof of publication
3. Municipal Resolution granting renewal dated July 8, 2008.
4. Fully executed copy of Franchise Renewal Agreement dated July 8, 2008.
5. Application for Certification Part 896 Technical Standards

The DTC Cable system in the Town of Meredith utilizes IP transport over fiber technology. Annual test requirements for this technology are not defined and, therefore, are not included with this application.

Public Notice of the submission of this application will be published on August 22 and 29, 2008. Subsequent to publication, DTC Cable will submit proof of



publication affidavits and copies of the published notice. Included in this filing is the text of the notice as submitted for publication.

DTC Cable hereby requests approval by the Commission of this application pursuant to Section 222 of the Public Service Law.

Respectfully,

A handwritten signature in black ink, appearing to read 'Douglas N. Edwards'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Douglas N. Edwards
Vice President

APPLICATION FOR RENEWAL OF FRANCHISE
OR CERTIFICATE OF CONFIRMATION
(Form R-2)

1. Legal name of applicant: **DTC Cable, Inc.** (a wholly owned subsidiary of the Delhi Telephone Company)
2. Applicant does business under the following name: **Delhi Telephone Company**
3. Applicant's mailing address: **PO Box 271, 107 Main Street, Delhi, NY 13753**
4. Applicant's telephone number: **607-746-1500**
5. (a) This application is for the renewal of operating rights in: **Town of Meredith, Delaware County**
(b) Applicant serves the following additional municipalities: **Delhi, Hamden, Kortright (Bloomville)**
6. The number of subscribers in each of the municipalities noted above is:
Delhi, 265; Hamden, 295; Kortright, 95; Meredith, 15.
7. See attached **Exhibit A** for channel lineup.
8. Applicant **does not** provide channel capacity and/or production facilities for local origination.
9. The current monthly rates for service are: **Lifeline, \$14.95; Basic, \$43.95; Expanded Basic, \$52.95.**
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)? **0 miles**
In the municipalities specified in Question 5 (b)? **0 miles**
11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months:
None.
12. Indicate whether applicant has previously filed with the NYS Department of Public Service its:
(a) Current Statement of Assessment pursuant to Section 217 Chapter 83?
YES
(b) Current Annual Financial Report? **YES**

13. Has any event or change occurred during the past twelve months which has had, or could have, a significant impact upon the applicant's ability to provide cable television service? **NO**

WHEREFORE, the applicant, DTC Cable, Inc., requests that the New York state Public Service Commission grant this application and approve the Town of Meredith Certificate of Confirmation and Franchise Agreement.



Douglas N. Edwards
Vice President & General Manager
DTC Cable, Inc.

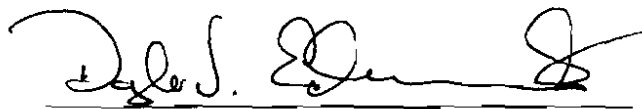
8/15/2008

Date

STATE OF NEW YORK)
)
COUNTY OF DELAWARE) S.S.:

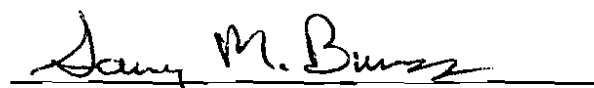
DOUGLAS N. EDWARDS, being sworn, says:

1. I am Vice President and General Manager of DTC Cable, Inc. and I am familiar with the business operations of the Company.
2. This application was prepared by me or under my direct supervision.
3. All of the statements and information contained herein are true and accurate to the best of my knowledge and belief.



Douglas N. Edwards

Sworn to before me this day of 15th August, 2008



Notary Public

Gary M. Burns
Notary Public, State of N.Y.
Delaware County
My Commission Expires April 2, 2010

EXHIBIT A, CHANNEL LINEUP

2	WNYT	NBC Albany WNYT	LifeLine
3	WSKG	PBS Binghamton WSKG	LifeLine
4	WICZ	Fox WICZ Binghamton	LifeLine
5	WITV	ABC Binghamton WITV	LifeLine
6	WRGB	CBS Schnectady WRGB	LifeLine
7	WGN	WGN CHICAGO	Basic
8	FAM-E	FOX FAMILY CHANNEL EAST	Basic
9	WIXT	ABC Syracuse WIXT	LifeLine
10	PUBL	PBS PUBLIC ACCESS	LifeLine
11	USA-E	USA NETWORK EAST	Basic
12	WBNG	CBS Binghamton WBNG	LifeLine
13	TWC	WEATHER CHANNEL	Basic
14	SPIKE	SPIKE	Basic
15	DSC-E	DISCOVERY CHANNEL EAST	Basic
16			
17	TNT-E	TURNER NETWORK TELEVISION EAST	Basic
18	THC-E	HISTORY CHANNEL	Basic
19	QVC	QVC	Basic
20	ESPN	ESPN	Basic
21			
22	FX-E	FX EAST	Basic
23	TBS	TBS THE SUPER STATION	Basic
24	CNN	CABLE NEWS NETWORK	Basic
25	WPIX	WB NEW YORK	Basic
26	AMC	AMERICAN MOVIE CLASSICS	Basic
27	A&E-E	ARTS & ENTERTAINMENT EAST	Basic
28	APL	ANIMAL PLANET	Basic
29	CSPN	CSPAN	Basic
30	BLOOM	BLOOMBERG NEWS	LifeLine
31	HGTV	HOME AND GARDEN TELEVISION	Basic
32	TVLND	TV LAND	Basic
33	TLC-E	THE LEARNING CHANNEL EAST	Basic
34	FXM	FOX MOVIE CHANNEL	Expanded
35	ESPN2	ESPN 2	Expanded
36	ESPNN	ESPNEWS	Expanded
37	ESPNC	ESPN CLASSIC SPORTS	Expanded
38	GOLF	THE GOLF CHANNEL	Basic
39	FOXSP	FOX SPORTS WORLD	Expanded
40	OUTCN	OUTDOOR CHANNEL	Expanded
		MADISON SQUARE GARDEN	
41	MSG	NETWORK	Basic
42	OUT	OUTDOOR CHANNEL	Basic
43	SPEED	SPEED CHANNEL	Expanded
44		GOODLIFE TV	Basic
45	TRAVL	TRAVEL CHANNEL	Basic
46	TCM	TURNER CLASSIC MOVIES	Basic
47	WE	WOMENS ENTERTAINMENT	Basic

48	LIF-E	LIFETIME EAST	Basic
49	LMN	LIFETIME MOVIE NETWORK	Basic
50	TRIO	TRIO	Expanded
51	STYLE	E STYLE	Expanded
52	BBC	BBC AMERICA	Basic
53	GAME	GAME SHOW	Basic
54	BRAVO	BRAVO	Basic
55			
56	HN	HEADLINE NEWS	Basic
57	CNBC	CNBC	Basic
58	MSNBC	MICROSOFT NBC	Basic
59	G4	G4TECHTV	Basic
60			
61	HALL	HALLMARK ENTERTAINMENT	Expanded
62	ION	ION	LifeLine
63	IFC	INDEPENDENT FILM NETWORK	Basic
64	FOOD	TV FOOD NETWORK	Basic
65	HSN	HOME SHOPPING NETWORK	Basic
66		FIT TV	Basic
67			
68			
69			
70	SFC	SCI-FI CHANNEL	Basic
71	COM-E	COMEDY CENTRAL EAST	Expanded
72	E!-E	E! ENTERTAINMENT EAST	Basic
73			
74	D-KID	DISCOVERY KIDS	Basic
75		DISCOVERY SCIENCE	Basic
76	D-HC	DISCOVERY HEALTH	Basic
77	D-H&L	DISCOVERY HOME & LEISURE	Basic
78	D-TIM	DISCOVERY TIMES CHANNEL	Basic
79	MIL	MILITARY CHANNEL	Basic
80			
81	BIO	BIOGRAPHY CHANNEL	Basic
82	HIS-I	HISTORY CHANNEL INTERNATIONAL	Basic
83	NIK-E	NICKELODEON EAST	Basic
84	TOONE	CARTOON NETWORK EAST	Basic
85	DIS-E	DISNEY CHANNEL EAST	Basic
86	TDISE	TOON DISNEY EAST	Basic
87			
88	NATG	NATIONAL GEOGRAPHIC	Basic
89			
90			
91			
92			
93	GAC	GREAT AMERICAN COUNTRY	Basic
94	CMT	COUNTRY MUSIC TELEVISION	Basic
95			
96	VH1-E	VIDEO HITS 1 EAST	Basic
97	MTV-E	MTV EAST	Basic

98			
99	FUSE	POWER FUSE	Basic
100	TBN	TRINITY BROADCASTING NETWORK	Basic
101	ILIFE	INSPIRATIONAL LIFE	Basic
120	WBXI	WB Binghamton WBXI	LifeLine
121	WNBC	NBC New York WNBC	LifeLine
122	WNYW	FOX NEW YORK	Basic
123	WNET	PBS NEW YORK	Basic
124	WWOR	UPN New York WWOR	LifeLine
131	FOX	FOX SPORTS ATLANTIC	Expanded
132	FOX	FOX SPORTS CENTRAL	Expanded
133	FOX	FOX SPORTS PACIFIC	Expanded
135	FOXNY	FOX SPORTS NEW YORK YES YANKEE ENTERTAINMENT	Basic
136	YES	SPORTS	Basic
511	HBO-E	HBO	Premium
512	HBOPE	HBO 2	Premium
513	HBOSE	HBO SIGNATURE	Premium
514	HBOFE	HBO FAMILY	Premium
515	HBOCE	HBO COMEDY	Premium
516	HBOZE	HBO ZONE	Premium
520	SHO-E	SHOWTIME	Premium
521	SHO2E	SHOWTIME 2	Premium
522	SHO3E	SHOWTIME SHOWCASE	Premium
523	SHOXE	SHOWTIME EXTREME	Premium
524		SHOWTIME FAMILY	Premium
525		SHOWTIME WOMEN	Premium
526		SHOWTIME NEXT	Premium
527	TMC-E	THE MOVIE CHANNEL	Premium
528	TMC2E	THE MOVIE CHANNEL 2	Premium
529	FLX-E	FLIX	Premium
531	STZ-E	STARZ!	Premium
532	STZTE	STARZ! EDGE	Premium
533	STZ4E	STARZ! KIDS & FAMILY	Premium
534	STZ5E	STARZ! CINEMA	Premium
541	ENC-E	ENCORE EAST	Expanded
542	TRU-E	ENCORE TRUE STORIES	Expanded
543	ACT-E	ENCORE ACTION	Expanded
544	WST-E	ENCORE WESTERNS	Expanded
545	LOV-E	ENCORE LOVE STORIES	Expanded
546	MYSTE	ENCORE MYSTERY	Expanded
547	WAM!E	ENCORE WAM!	Expanded
551	MAX-E	CINEMAX	Premium
552	MMX-E	CINEMAX - MOREMAX	Premium
553	AMAXE	CINEMAX - ACTIONMAX	Premium
554	TMAXE	CINEMAX - THRILLERMAX	Premium
601	DMX	Showcase	Music
602	DMX	Today's Country	Music


603	DMX	Classic Country	Music
604	DMX	Bluegrass	Music
605	DMX	R&B and Hip-Hop	Music
606	DMX	CLASSIC R&B	Music
607	DMX	Smooth R&B	Music
608	DMX	R&B Hits	Music
609	DMX	RAP	Music
610	DMX	Metal	Music
611	DMX	Rock	Music
612	DMX	Arena Rock	Music
613	DMX	Classic Rock	Music
614	DMX	Alternative	Music
615	DMX	Retro-Active	Music
616	DMX	Electronica	Music
617	DMX	Dance	Music
618	DMX	Adult Alternative	Music
619	DMX	Soft Rock	Music
620	DMX	Hit List	Music
621	DMX	Party Favorites	Music
622	DMX	90's	Music
623	DMX	80's	Music
624	DMX	70's	Music
625	DMX	Solid Gold Oldies	Music
626	DMX	Singers and Standards	Music
627	DMX	Big Band & Swing	Music
628	DMX	Easy Listening	Music
629	DMX	Smooth Jazz	Music
630	DMX	Jazz	Music
631	DMX	Blues	Music
632	DMX	Reggae	Music
633	DMX	Soundscapes	Music
634	DMX	Classical Masterpieces	Music
635	DMX	Opera	Music
636	DMX	Light Classical	Music
637	DMX	Show Tunes	Music
638	DMX	Contemporary Christian	Music
639	DMX	Gospel	Music
640	DMX	Radio Disney	Music
641	DMX	Sounds of the Seasons	
642	DMX	Musica Urbana	
643	DMX	Salsa y Merengue	Music
644	DMX	Rock 'En Espanol	Music
645	DMX	Pop Latino	Music
646	DMX	Americana	Music
931	PLAY	PLAYBOY	Premium

Date: Aug 18, 2008

RE: Proof Of Service

To Whom It May Concern:

With regard to the Cable Television Franchise Agreement between the Town of Meredith and DTC Cable, Inc., this letter serves to confirm that on this date I have received a copy of DTC Cable's application to the New York State Public Service Commission for approval of a certificate of confirmation pursuant to section 221 of the Public Service Law.



Betsy Clark, Town of Meredith Clerk

(seal)

I hereby solemnly attest that this is a true transcript from the Meredith Town Board Minutes Book kept in the Town Clerk's office for the Town of Meredith, State of New York.

Dated: 7-21-08

Jeanne Orteland
Meredith Town Clerk

which would supersede all pre-existing Delhi Telephone franchise agreements currently in effect in the Town of Meredith and which would renew Delhi Telephone's Cable's cable television franchise for an additional ten (10) years commencing on the 8th of July, 2008. The Franchise Renewal Agreement shall bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended.

The Agreement, if approved by the Town Board, shall not take effect without the prior approval of the New York State Public Service Commission. A copy of the Franchise Renewal Agreement is available for public inspection at the Office of the Town Clerk during normal business hours. Interested persons may file comments or objections with the New York State Public Service Commission, Three Empire Plaza, Albany, NY 12223.

Betsy Clark

Meredith Town Clerk

NOTICE

Delhi Telephone Cable Franchise Renewal

For the

Town of Meredith

PLEASE TAKE NOTICE the Town Board of the Town of Meredith, Delaware County, has scheduled a public hearing for the 8th of July, 2008 at 6:30 p.m. at the Meredith Town Hall, 4247 Catskill Turnpike Road, Meredith, NY to consider renewal of the cable television franchise held by Delhi Telephone. The purpose of the hearing to consider a Franchise Renewal Agreement

State of New York,
Delaware County,

ss:

Karen M. Maden

Administrative Manager

being duly sworn, deposes and says that he is the
of The Delaware County Times weekly newspaper published

at Delhi, in said County, and that a notice, of the annexed is a true copy, was duly published in said newspaper once each week for two weeks successively, commencing 6/27/08 7/4/08

Sworn to before me this 14th day of July, 2008

Linda J. Ortiz
Notary Public

LINDA J. ORTIZ
Notary Public, State of New York
Delaware County #010R4858245
Commission Expires May 12, 2010

Delhi Franchise
Tom

Town of Meredith

P.O. Box 116
Meridale, NY 13806
Phone: (607) 746-2431
Fax: 746-8544

To Whom It May Concern:

This is a copy of the resolution as printed in the original copy of the Town of Meredith Minutes for July 8, 2008 as filed in the Town of Meredith Minute Book.

RESOLUTION # 61 - 2008

A resolution by motion was made by Ron Bailey to approve the Time Warner Franchise and Delhi Telephone Cable Franchise contracts. The motion was seconded by Roger Hamilton and passed by the following vote:

K. Capouya - Aye
R. Bailey - Aye
D. Birnbaum - Aye
R. Hamilton - Aye
P. Menke - Aye

Sincerely,

Betsy Clark
Meredith Town Clerk

I hereby solemnly attest that this is a true transcript from the Meredith Town Board Minutes Book kept in the Town Clerk's office for the Town of Meredith, State of New York.

Dated: 7-21-08

Yvonne Osterhout
Meredith Town Clerk

FRANCHISE AGREEMENT

THIS AGREEMENT, executed in triplicate this 8th day of July, 2008, by and between the *Town of Meredith* (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 *DTC Cable, Inc., a subsidiary of Delhi Telephone Company*, a corporation organized and existing under the laws of the State of New York, the principal place of business of which is located at *Delhi, New York 13753* (hereinafter referred to as the Company), party to the second part:

WITNESSETH

WHEREAS, Pursuant to the *Town Law* the Board has the exclusive power on behalf of the Municipality to grant franchises 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 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 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 opportunities for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to grant Company's franchise as provided hereinafter; and

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

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise 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 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.

DTC Cable Inc. shall construct any portions of the Cable Television System that are required, using materials of good and durable quality and all work involved in the construction, installation, maintenance and repair of the cable television system shall be performed in a safe, thorough and reliable manner. The minimum channel capacity shall be no less than 30 channels.
- (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 DTC Cable, 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 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) "Interactive Service" means the two-way transmission of information over the Cable Television System including but not limited to, data transmission.
- (k) "May" is permissive.
- (l) "Municipality" means the *Town of Meredith*. Wherever the context shall permit, Board, and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.
- (m) "NYSPSC" means New York State Public Service Commission.
- (n) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation or organization of any kind, the successors or assigns of the same.
- (o) "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.
- (p) "Shall" or "will" are mandatory.
- (q) "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, parkway, waterways, docks and public grounds and water within or belonging to the Municipality.
- (r) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.
- (s) "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 a 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 leasing from any duly authorized public telephone or electric provider or 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, 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 to 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 the 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 documents, 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 DTC Cable, Inc. without the prior written consent of the DTC Cable, Inc. Grantee shall indemnify the DTC Cable, Inc. against any damages or expenses incurred by the DTC Cable, Inc. as a result of any such removal, damage, penetration, replacement or interruption of the services of the DTC Cable, Inc. caused by the Grantee."

As used immediately above in the above-quoted paragraph, the term "DTC Cable, Inc." shall mean the Company, DTC Cable, Inc. 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 there of but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.

Should any part of this franchise be changed or modified, by virtue of the above conditions, approval by the Public Service Commission will be required in order to effect such change or modification.

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. Section 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations of FCC and the NYSPSC, 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 ten year term commencing on the "Effective Date".

Company and Municipality hereby agree that from the Effective Date until the date of NYSPSC 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 NYSPSC 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 (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 (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 a resolution setting forth the cause and reason for the revocation and the effective date thereof, which resolution shall not be adopted until the expiration of sixty (60) 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 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 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 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 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 One Million Dollars (\$1,000,000.00) 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 herein above 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

In the event the DTC Cable, Inc. finds it necessary to install additional facilities within the town:

(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 authorization 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

In the event the DTC Cable, Inc. finds it necessary to install additional facilities within the town:

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 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

In the event the DTC Cable, Inc. uses any facilities not owned and maintained by the Delhi Telephone Company:

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 exists 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 material 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 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. Upon due notice to the Municipality, 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. In the event a hazardous situation exists due to fallen trees or branches, notice to the Municipality is not required.

SECTION 10 -- REMOVAL AND ABANDONMENT OF PROPERTY

No cable television service, or portion thereof, may be abandoned by the franchise during the term of this agreement without the written consent of the Municipality.

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 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 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. 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 NYSPSC 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 NYSPSC, 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 NYSPSC, 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.

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

The Company provides access channel(s) designated for noncommercial, educational and governmental use by the public on a first-come, first-served, nondiscriminatory basis. DTC Cable, Inc. shall provide public, educational and governmental access channels in accordance with Part 595.4 of the rules and regulations of the New York State Public Service Commission and/or the Federal Communications Commission.

SECTION 13 -- RATES

(a) To the extent consistent with applicable law, rules or regulations, rates and charges imposed by the Company for cable television service shall be subject to the approval of the Town, New York State Department of Public Service and the FCC. The Company shall comply with all notice requirements contained in this Franchise Agreement and all applicable laws, rules and regulations pertaining to rates and charges for 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 rate 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 (60) days after the Effective Date of this Franchise provided the point chosen by the Company for connecting 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:

(i) At least five (5) days have been lapsed after written notice of discontinuance has been served personally upon a Subscriber; or

(ii) At least eight (8) days have lapsed 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. The Company will provide notice to each subscriber, at intervals of not more than one year, of the procedure for reporting and resolving subscriber complaints.

(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 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 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, for the Municipality for this Franchise shall be the Supervisor 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 -- 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.

The Town reserves the right to adopt, in addition to the provisions of this Franchise and existing applicable regulations, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.

The Company shall file requests for all necessary operating authorizations with the NYSPSC 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 17 -- CONTRACTS IN FULL FORCE

All agreements with third parties necessary for the Company to fulfill the terms of this Agreement are valid agreements and are in full force and effect at the time of this Agreement and will remain in full force and effect during the term of this Agreement.

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:

*DTC Cable, Inc.
P.O. Box 271
Delhi, New York 13753-0271*

When to the
Municipality:

*Town of Meredith
Turnpike Road
Meredith, New York 13805*

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 behalf of both parties. To the extent required by state law, amendments hereto shall be confirmed or approved by the NYSPSC. 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 right 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.

SECTION 23 -- DEPARTMENT OF PUBLIC SERVICE APPROVAL

The terms of this franchise agreement are subject to the approval of the Department Of Public Service.

SECTION 24 -- AREA SERVED

(a) The franchise rights and obligations set forth in this agreement shall be applicable to the Town of Meredith. The area to be served shall include those areas as indicated by the map, Attachment A, herein referred to as the Service Area.

(b) Line Extension Policy

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

- a) those areas where cable television plant has been built without a contribution in aid of construction by subscribers;
- b) those areas, if any, where DTC Cable, Inc. is obligated by the terms of its franchise to provide cable television service without a contribution in aid of construction by subscribers;
- c) any area adjoining an area described in subparagraph "a" or "b" of this paragraph which contains dwelling units at a minimum rate of 20 homes per linear mile of aerial cable. We will review the financial feasibility of areas with less than 20 homes per mile when requested by the municipality.
- d) if the average number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph (the average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs "a" and "b"

of this paragraph by the number of linear miles of cable in the same areas) is less than 20, then any area adjoining an area described in subparagraphs "a" and "b" of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph.

- (2) Line extension area shall be any area within the franchised area which is not the primary service area.
- a) Within one (1) year after receipt of all necessary operating authorization cable television service will be offered throughout the authorized area to all subscribers requesting service in any primary service area;
- b) 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:

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

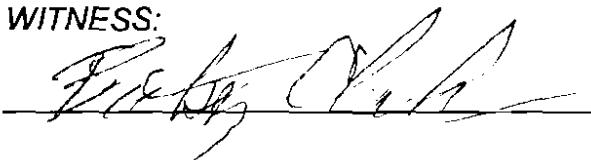
"C" equals the cost of construction of new plant; "CA" equals the average cost of construction per mile in the primary service area. "P" equals the lower of 20 or the average number of dwelling units per linear mile of "a" and "b" of paragraph 1 of this section. "LE" equals the number of dwelling units requesting service in the line extension area. "SC" equals subscriber contribution in the line extension area.

- (3) Whenever, subsequent to the date which the company is obligated to provide service throughout the primary service area, a potential subscriber located in a line extension area requests service, DTC Cable, Inc. will, 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. DTC Cable, Inc. may require prepayment of the contribution in aid of construction. DTC Cable, Inc. shall apply for pole attachment agreements within thirty (30) days of its receipt of contribution in aid of construction. Cable television services must be made available to those who made a contribution in aid within ninety (90) days from the receipt of pole attachment agreements by the Company.
- (4) The contribution in aid of construction shall be in addition to the installation rate set forth in this franchise.

- (5) During a five (5) 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 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 new address.
- (6) Cable television service will be provided to any subscriber who demands service and who is located within 250 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.
- (7) The Company shall review line extensions in May of each year to reflect the number of subscribers per mile so that adjustments or rebates for line extension contribution in aid of construction may be established.

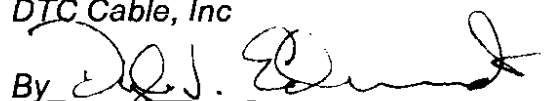
IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be duly executed by their duly authorized representatives the day and year first written above.

WITNESS:



DTC Cable, Inc

By



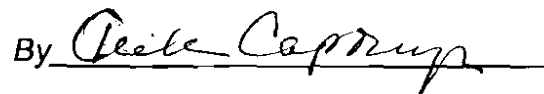
Name: Douglas N. Edwards

Title: General Manager


Date: July 8th, 2008

Municipality: Town of Meredith

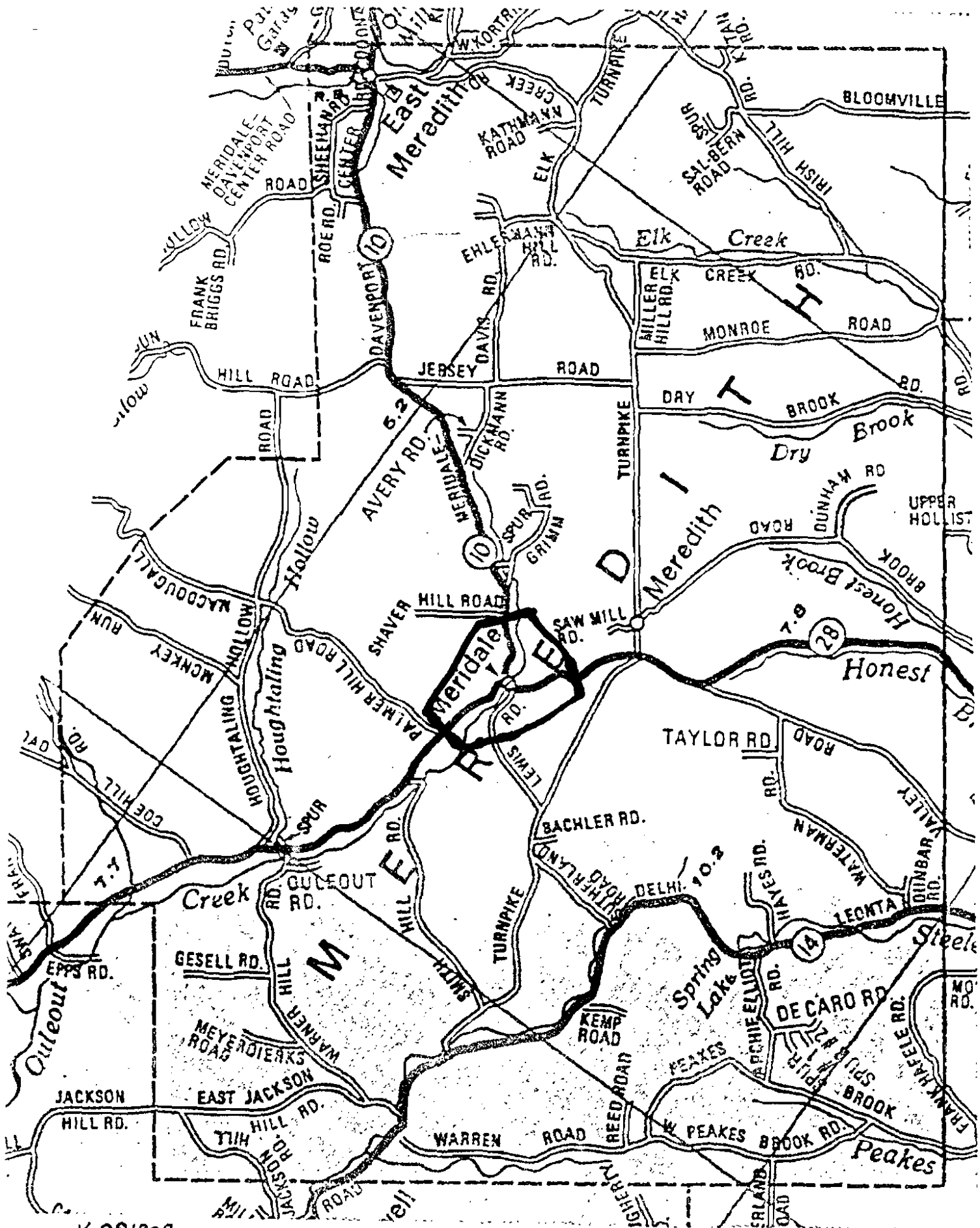
By



WITNESS:



ATTACHMENT A



In the Matter of the Town of Meredith
DTC Cable, Inc. Cable Television Franchise Renewal

Application for Certification
Part 896 Technical Standards

Although the Town of Meredith television system, as designed and to be operated by DTC Cable, Inc., will not utilize coaxial cables and therefore is technically not a "cable television system", (as defined by the rules and regulations of the Federal Communications Commission and the New York State Public Service Commission), it will meet and comply with all of the required technical standards included in Part 896 of pertinent Rules and Regulations, if any coaxial cable is employed in its system.

The proposed television system in the Town of Meredith is classified as an augmented channel system, as defined in 846.1(h) of the Rules and Regulations, since it will provide in excess of 150 channels, including 12 VHF and 9 mid-band channels required by this section.

The technical standards that this system will meet, if it employs coaxial cable, are as follows:

- 1) As defined by Section 896.1(e) the Town of Meredith cable system is a small cable television system.
- 2) As defined in Section 896.1(h) the Town of Meredith television system is an augmented channel system (see above) and will serve less than 1000 subscribers.
- 3) Section V 896.3(l) and 896.4 provisions do not apply to this system, since it is located outside any urbanized area and serves less than 10,000 subscribers from a single head end. There is no possibility that it will ever become subject to these sections, as set forth in Section 896.2(b)
- 4) Although this system does not require compliance with Section 896.4, it is the operator's intent to follow the procedures outlined therein, in order to document system performance for future prevention maintenance analysis.
- 5) Although Sections 896.6 and 896.8(c)-(e) do not apply to this system, it is intended by the operator to follow the procedures outlined therein.
- 6) The system operator will meet the technical performance standards embodied in Sections 896.3(a)(2) and (a)(8) as well as in Sections 896.3(g)(6) and (g)(7).
- 7) The collection of monthly monitor point test data will be performed in all months except the month in which annual tests are provided.
- 8) The annual test of the system performance will be conducted no later than July first, as required by Section 896.5.

9) As provided in Section 896.3 the cable subscriber terminal with a matched termination and to each of the class I cable television channels in the system will meet, or exceed , the following requirements:

- (1) The frequency boundaries of cable television channels delivered to subscriber terminals shall conform to those set forth in section 73.603 (a) of the rules and regulations of the Federal Communications Commission.
- (2) The visual carrier frequency shall be maintained 1.25 MHz +/- 25 KHz above the lower frequency boundary of the cable television channel.
- (3) The center frequency of the aural carrier shall be 4.5 MHz +/- 1KHz above the frequency of the visual carrier.
- (4) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminals, shall be not less than the following appropriate values:

Internal impedance	Visual signal level
75 ohms	1 millivolt
300 ohms	2 millivolts

(At other impedance values, the minimum visual signal level shall be $0.0133Z$ millivolts, where Z is the appropriate impedance value.)

- (5) The visual signal level on each channel shall not vary more than 12 decibels within any 24-hour period, and shall be maintained within:
 - (1) 3 decibels of the visual signal level of any visual carrier within 6 MHz nominal frequency separation;
 - (2) 12 decibels of the visual signal level of any other channel; and
 - (3) a maximum level such that signal degradation due to overloading the subscriber's receiver does not occur.
- (6) The RMS voltage of the aural signal shall be maintained between 13 and 17 decibels below the associated visual signal level; except that, if the cable television system carries signals on neither an upper nor a lower channel adjacent to the first channel, the RMS voltage of the aural signal shall be maintained between 7 and 17 decibels below the associated visual signal level.
- (7) The peak-to-peak variation in visual signal level caused by undesired low

frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 5 percent of the visual signal level.

- (8) The amplitude characteristics shall be within a range of +/- 2 decibels from 0.75 to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.
- (9) The ratio of visual signal level to system noise, and of visual signal level to any undesired co-channel television signal operating on proper offset assignment, shall not be less than 36 decibels. This requirement is applicable to:
- (i) each signal which is delivered by a cable television system to subscribers within the predicted grade B contour for that signal;
 - (ii) each signal which is first picked up within its predicted grade B contour; or
 - (iii) each signal which is first received by the cable television system by direct video feed from a television broadcast station.
- (10) The ratio of visual signal level to the RMS amplitude of any coherent disturbances such as intermodulation products of discrete-frequency interfering signals not operating on proper offset assignments shall not be less than 46 decibels.
- (11) The terminal isolation provided each subscriber shall be not less than 18 decibels but, in any event, shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.
- (12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the class of cable television channel involved, radiation from a cable television system shall be measured in accordance with procedures outlined in section 76.609(h) of the rules and regulations of the Federal Communications Commission, and shall be limited as follows:

	Radiation limit	Distance
Frequencies	(Microvolts/meter)	(feet)
Up to and including 54 MHz	15	100
Over 54 up to and including 216 MHz	20	10

- (13) Measurements made to demonstrate conformity with the performance requirements set forth in this section shall be made under conditions which reflect system performance during normal operations, including the effect of any microwave relay operated in the Cable Television Relay (CAR) service intervening between pickup antenna and the cable distribution network. Amplifiers shall be operated at normal gains, either by the insertion of appropriate signals or by manual adjustment. Special signals inserted in a cable television channel for measurement purposes should be operated at levels approximating those used for normal operation. Pilot tones, auxiliary or substitute signals, and nontelevision signals normally carried on the cable television system should be operated at normal levels to the extent possible.
- (14) When it may be necessary to remove television signals normally carried on a cable television channel in order to facilitate a performance measurement, it will be permissible to disconnect the antenna which serves the channel under measurement and to substitute therefor a matching resistance termination. Other antennas and inputs should remain connected and normal signal levels should be maintained on other channels.
- 10) The following requirements and interpretation shall apply at all class 1 channels:
- Gross modulation, as defined in the latest edition of NCTA -002-0267, will be determined by utilizing an appropriate method of determining the cross-modulation ratio that has been approved by the director of the Commission's division of telecommunications.
- (1) The ratio of visual carrier level to the RMS amplitude of any coherent disturbances, such as intermodulation products, or discrete frequency interfering signals not operating on proper offset assignments, shall not be less than that indicated by the curve in Appendix R-1 to this Part.
- (2) Envelope delay at 3.58 MHz, as measured by means of a 12.5 T or 20 T modulated sine-squared pulse, shall not differ from the average envelope delay below 400 kHz by more than 200 nanoseconds, including the effects of cross-over filters in bi-directional systems.
- (3) Multipath reflections, direct pickup leading "ghost", and reflections from transmission line, discontinuities shall not exceed three percent (-30 dB) of the amplitude of the same signal directly received for time separation greater than one microsecond.

- (4) With respect to any subscriber terminal interface channel conversion , including set-top inverters or block converters, supplied to subscribers in order to facilitate delivery of cable television channels:
 - (1) The difference between input and output frequency shall not change more than +/- 250 kHz between 30 seconds and one hour after the associated receiver is first turned on, in an ambient temperature environment of approximately 70 degrees Fahrenheit and thereafter not drift more than +/- 150 kHz per hour.
 - (2) No converter shall be used with cable television systems which develop more than 25 microvolts (-32 dBmV) signal level at the input terminals when properly matched, with the output terminated, at any frequency between 50 MHz and 300 MHz, due to local oscillator leakage.
 - (3) At least one percent of all converter interface devices of each particular make and model supplied to subscribers shall be tested in the manufacturer's laboratory. The manufacturer shall certify that the tested units meet the criteria of paragraphs (1) and (2) of this subdivision.
- 11) Pending further technological developments, signals on class II, class III or class IV cable television channels shall be transmitted without material degradation, and without objectionable interference to reception of class I channels (within the limitations imposed by the technical state of the art).
- 12) *Protection of subscriber privacy.*
 - (1) No class IV cable television channel signals may be transmitted from a subscriber terminal without the express written permission of the subscriber; any subscriber terminal capable of transmitting class IV cable television channel signals shall be so designed as to allow the subscriber to prevent or terminate any such transmission.
 - (2) Whenever a subscriber terminal is capable of transmitting class IV cable television channel signals, the subscriber shall be notified in writing that the terminal has this capability and shall be given written instructions explaining the operation of the terminal and the manner in which it may be activated or deactivated by the subscriber.
- 13) Within 120 days of the commencement of service to subscribers on any portion of a new cable television system, or on any substantially reconstructed portion of a cable television system, technical performance tests shall be conducted by the system operator to determine the extent to which the system complies with the technical standards set forth

in section 896.3 of this Part.

Since these tests will be performed in a system located outside urbanized areas, the tests required in Section 896.4 will be performed by an engineer or technician using methods and procedures of this type normally used in the field for maintenance.

- 14) Initial performance tests shall be conducted in accordance with the following schedule of test locations:
 - (1) at the headend;
 - (2) at or near the extremity of each main trunk cable and each branch cable extending more than five amplifiers from a main trunk;
 - (3) at the termination of each facility used to interconnect separate distribution facilities;
 - (4) at or near the extremity of a random sample of five feeder lines for each 50 strand miles, but in no case fewer than five feeders in each system; and
 - (5) signal levels only at no fewer than 30 subscriber terminals selected at random for systems of 25 miles or less, and at least 15 additional subscriber terminals for each additional 50 miles, or increment thereof.
- 15) In the event the measured performance at any sample location selected in accordance with paragraph (d)(2), (3) or (4) of this section fails to comply with the technical standards set forth in this Part, corrective steps shall be taken to assure compliance. If 10 percent or more of the sample fails to comply with the requirement of paragraph (d)(5) of this section, additional random samples shall be selected until the number of locations found to be in compliance equals the designated sample size and those subscriber locations found not to be in compliance shall be corrected within 30 days.
- 16) The tests required by section 896.5(b) and 896.6 of this Part shall be made at the time of the initial performance tests to serve as reference guides for subsequent monitor point observations.
- 17) To the extent not otherwise provided in this section, the person responsible for conducting the required tests shall determine the measurement method and techniques, including appropriate subjective methods, to be used and the specific characteristics to be measured at each location with respect to the relevant technical standards set forth in this Part.
- 18) (a) The operator of each cable television system shall be responsible for insuring that each such system is designed, installed and operated in a manner that fully complies with the provisions of this Part. Each system operator shall be prepared

to show, on request by an authorized representative of the Commission, that the system does, in fact, comply with the rules.

- (b) The operator of each cable television system shall conduct complete performance tests of that system at least once each year and shall maintain the resulting test on file at the operator's local business office for at least five years. Performance tests shall be made available for inspection by the commission on request. The performance tests shall be directed at determining the extent to which the system complies with all applicable technical standards set forth in section 896.3 of this Part. The tests shall be made on each class I cable television channel, and shall include measurements made at no less than three widely separated points within each mechanically continuous set of cables within the cable television system. Within each mechanically continuous set of cables, at least one measurement point shall be representative of terminals most distant from the system input in terms of cable distance. The measurements may be taken at convenient monitoring points in the cable network; provided, that data shall be included to relate the measured performance to the system performance as would be viewed from a nearby subscriber terminal. A description of instruments and procedure and a statement of the qualifications of the person performing the tests shall be included.

19) Monitor check points shall be designated by each system operator in accordance with the following:

- (1) The minimum number of monitor points shall be three for each distribution hub, plus one additional point for each 100 strand or route miles (or fraction thereof) of cable plant in each hub in regular operation.
- (2) Monitor points shall be at or near the output of the last amplifier in the longest feeder line connected to trunk amplifiers selected by the operator to be representative of performance in all parts of the system. At least three such monitor points shall be at or near the extremities of the longest trunk lines.
- (3) It is recommended, but not required, that test point terminals be installed at each monitor point to facilitate taking readings at convenient locations. It is further recommended, but not required, that all monitor points be in public rights-of-way, accessible to authorized persons at any time without requiring special permission.
- (4) Monitor points must be located so as not to present a safety hazard to personnel engaged in performing the necessary tests.

20) The following data shall be collected at each monitor point at least once each calendar month, at intervals not to exceed 40 days:

- (1) signal levels of each class I carrier, and all pilot carriers, if any;
 - (2) carrier-to-noise ratio at not fewer than three frequencies within the pass-band of the system. This measurement shall be performed without interrupting service to the subscribers, and may be made by tuning the meter away from the carrier to a nearby guard band or vacant channel, provided that the measurement must always be made in the same manner; and
 - (3) the results of subjective observation of picture quality by the technician with respect to visible beats, chrominance displacement, visible hum, electrical impulse noise, sharpness, color defects, "ghosts", and cross-modulation.
- 21) A log of the monthly measurements at monitor points shall be kept on file for five years at the local office of the system.
- 22) In the event the Commission requests additional tests, full or partial repeat tests, different test procedures or tests involving a specific subscribers or other users terminals, it will be promptly performed.
- 23) Trouble call processing will be conducted pursuant to section 896.8 of the Regulations.
 - (a) A telephone number shall be made available to which subscribers may direct trouble calls. In the event that trouble calls must be made outside the subscriber's local dialing area, the calls must be toll free in accordance with section 890.90(a) and (b) of this Subtitle.
 - (b) Investigative action shall be initiated on the same day a trouble call is received at the local office, if possible, but in no case later than the following business day.
 - (c) Service calls to the subscriber's premises shall conform to the standards in section 890.91 of this Subtitle.
 - (d) A report on each trouble call in which a cable system fault reported by a single subscriber was identified shall be filed at the local office, and shall include the following data:
 - (1) subscriber identification;
 - (2) date and approximate time complaint was received;
 - (3) date and approximate time of response;

- (4) nature of complaint;
 - (5) brief description of the fault;
 - (6) signal level measured on each active class I channel after corrective action, where appropriate;
 - (7) corrective steps taken (if any required);
 - (8) date case is closed; and
 - (9) identification of technician or repairperson.
- (e) A report on each system fault, or on any failure report by more than one subscriber and affecting an area, shall be filed at the local office and shall include the following data:
- (1) brief description of the area affected sufficient to allow the later determination of the number of subscribers affected;
 - (2) date and approximate time of failure;
 - (3) cause of failure; and
 - (4) date and time service is restored.
- (f) A report for each trouble call in which no trouble was identified, or in which further instruction was required to enable the subscriber properly to adjust the terminal receiving equipment, or in which the fault was in the subscriber's receiving equipment, shall be filed at the local office and shall include:
- (1) subscriber identification;
 - (2) date and time complaint was received;
 - (3) date and time of response;
 - (4) nature of complaint;
 - (5) corrective steps taken (if any required); and
 - (6) identification of technician or repairperson.

24) General

- (a) Construction of all cable television systems shall comply with all relevant safety codes, including electric or other public utility codes for joint use of pole lines and underground trenches or conduits, and applicable State and municipal laws, ordinances or regulations. Particular attention is called to the National Electrical Code NFPA No. 70-1978 (ANSI), article 820-22, regarding grounding of subscriber drop cables at building entry points.
 - (b) The operator of every cable television system shall have in the local office up-to-date system maps of suitable scale showing the location of all broadcast receiving sites, local origination studios, repeater amplifiers, trunk and distribution lines, and interconnecting facilities. Service drops to individual subscribers need not be shown. The scale of the maps shall be sufficient to clearly show the required detail. Cable types and distances in feet between active components shall be shown. Changes and extensions shall be incorporated in the maps within 90 days of completion of construction of such changes or extension.
 - (c) All cable television systems shall be capable of meeting all the technical performance standards set forth in this Part at any ambient temperature between the normal daily minimum in February and the normal daily maximum temperatures in August as reported by the National Weather Service for the community in which the systems operates. The equipment and facilities shall not be subject to damage in ambient temperatures between -40 degrees Fahrenheit and + 140 degrees Fahrenheit.
 - (d) The equipment of all cable television systems shall be capable of meeting all the technical performance standards set forth in this Part when operating from a main source of electrical power at any voltage between 95 and 130 volts a.c.
- 25) The cable television system will be operated in a manner that ensures such system is capable of permitting the dissemination of locally originated programming. The system does not provide service to 3500 or more subscribers, therefore the additional requirements of Section 896.10(b) do not apply.

Legal Notice

Please Take Notice That DTC Cable, Inc. a New York State corporation organized and existing under the laws of the State of New York, has filed an application for its Certificate of Confirmation and Cable Television Franchise in the Town of Meredith, Delaware County, New York, with the New York State Public Service Commission. The application is available for public inspection at the office of the New York State Public Service Commission and at the office of the clerk of the Town of Meredith, Town Hall, Meredith, New York 13805, during normal business hours.

Any interested persons may file comments on the application with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York, 12223.

Dated: August 18, 2008

DTC Cable Inc., Delhi, NY

This notice to be published in the Delaware County Times, August 22 & 29, 2008.