

HAEFELE TV INC.
P.O. BOX 312
SPENCER, NY 14883

607-589-6235

800-338-6330

April 1, 2003

NYS Department of Public Service
Three Empire State Plaza
Albany, NY 12223-1350

Dear Sir or Madam:

Enclosed is our application for confirmation of the Town of Reading franchise. We have included 3 copies and 1 original of the franchise. The Proof of Publication of the application will follow at a later date. If you have any questions, please call at the above number.

Sincerely,

Denise A. Laue

Denise A. Laue
Business Manager

RECEIVED
PUBLIC SERVICE
COMMISSION
OSEC-FILES-ALBANY
2003 APR -4 PM 1:30

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

1. The exact legal name of applicant is: Haefele TV Inc.
2. Applicant does business under the following name or names: Same as above
3. Applicant's mailing address is: P.O. Box 312, Spencer, NY 14883
4. Applicant's telephone number(s) is (are): 607-589-6235
607-589-7211 Fax
5. (a) This application is for the renewal of operating rights in the (Include Municipality and County) Town of Reading - Schuyler County

(b) Applicant serves the following additional municipalities from the same headend or from a different headend but in the same or adjacent county: Towns of Enfield, Hector, Orange, Bradford, Milo & Village of Burdett
6. The number of subscribers in each of the municipalities noted above is

	Burd	Enf	Hect	Ora	Brad	Milo	Reading
Primary connections:	117	579	566	216	73	130	54
Secondary connections:	92	478	419	159	49	74	56
Pay-cable connections:	37	275	241	98	26	42	24
Commercial connections:							
Other							
7. The following signals are regularly carried by the applicant's cable system (where signals are received other than by direct off-air pickup, please so indicate: See attached channel sheets
8. Applicant does X does not ___ provide channel capacity and/or production facilities for local origination. If answer is affirmative, specify below the number of hours of locally originated programming carried by the system during the past twelve months and briefly describe the nature of the programming:
Available but has never been used.
9. The current monthly rates for service in the municipality specified in Question 5(a) are:

Primary connections	\$35.95/Mo.
Secondary connections	1.00/Mo.
Pay-cable subscriptions	9.00 - 12.95
Commercial connections	
Other	

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
In the municipalities specified in Question 5 (b)? 1.6
11. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve months.
The system was entirely rebuilt in the past 24 months.
12. Indicate whether applicant has previously filed with the NYS Department of Public Service its:
- (a) Current Statement of Assessment pursuant to Sections 217 Chapter 83? Yes No
 - (b) Current Annual Financial Report? Yes No

If answer to any of above is negative, please explain:

13. Has any event or change occurred during the past twelve months which has had or could have, a significant impact upon applicant's ability to provide cable television service? If so describe below: None

Denise A. Lane
Signature

Business Manager
Title

4/1/03
Date

Please attach a copy of applicant's current annual performance test.

**HAEFELE TV INC.
P.O. BOX 312
SPENCER, NY 14883**

607-589-6235

800-338-6330

April 1, 2003

Watkins Glen Review & Express
210 N. Franklin St.
Watkins Glen, NY 14891
FAX# 607-535-2500

RE: Legal Ad

Dear Sir or Madam:

Please print the following attached notice in your legal section once per week for two consecutive weeks on April 9, 2003 and on April 16, 2003.

We will need a proof of publication after the ad has been run. If you have any questions about the notice, please call the above number.

Sincerely,

Denise Laue

Denise Laue
Business Manager

Public Notice

Haefele TV Inc. has filed a franchise renewal for the Town of Reading with the New York State Public Service Commission in Albany, New York. Interested parties may review the application which is on file in the Town of Reading clerk's office and may be accessed during normal business hours.

Individuals wishing to file comments regarding the application may do so with the New York State Public Service Commission, at Three Empire State Plaza, Albany, New York 12223. Copies of comments should be sent to the Town of Reading and Haefele TV Inc., P.O. Box 312, Spencer, New York 14883.

800-338-6330

HAEFELE TV INC.
PO BOX 312
Spencer, NY 14883

Burdett, Orange, Milo, Reading
607-589-6235

***Subject to change without notice

<u>Ch #</u>	<u>Service</u>	<u>Ch #</u>	<u>Service</u>
2	HBO	35	History Channel
3	WETM 18 NBC Elmira	36	Local Ads Channel
4	TBS 17 Atlanta	37	HGTV Home & Garden Television
5	Cinemax	38	Lifetime **Television for Women**
6	WSYT 68 FOX Syracuse	39	Nick at Nite's "TV Land"
7	ABC Family	40	Speedvision
8	WCNY 24 PBS Syracuse	41	WETM 18 NBC Elmira
9	WIXT 9 ABC Syracuse	42	TV Food
10	WTVH 5 CBS Syracuse	43	WNYS 43 WB Syracuse
11	WSKG 46 PBS Binghamton	44	MSG Madison Square Garden
12	Animal Planet	53	MSNBC
13	WENY 36 ABC Elmira	55	Travel Channel
14	Discovery Channel	56	CNBC News
15	CNN Cable News Network	57	E!
16	CNN Headline News	58	ETWN Eternal Word Network
17	ESPN Sports Network	59	Empire Sports
18	USA Network	60	MTV
19	FX	61	VH-1
20	MTV Music Television	62	FOX News
21	WPIX 11 New York	63	Cartoon Network
22	Disney Channel	66	TECH TV
23	TNN The Nashville Network	68	YES Channel
24	WBNG 12 CBS Binghamton	70	PAX-NET
25	TNT Turner Network Television	71	COURT TV
26	QVC Shopping Channel	72	WSBK UPN 38 Boston
27	ESPN2	73	Hallmark Channel
28	CMT Country Music Television	75	C-SPAN
29	SCI-FI Channel	95	WSTM 3 NBC Syracuse
30	Weather Channel	96	WICZ 40 FOX Binghamton
31	TLC The Learning Channel	97	WHEC 10 NBC Rochester (Milo Only)
32	A&E Arts & Entertainment	98	HBO Plus
33	AMC American Movie Classics	99	Comedy Central
34	Nickelodeon		

Prices **Subject to change with 30 day notice

Basic Service \$35.95/month plus
FCC & Franchise Fees
HBO & HBO Plus \$10.00/month
Cinemax \$ 9.00/month
HBO, HBO Plus, Cinemax \$17.00/month

Standard Hookup \$30.00
Extra Set Hookup \$10.00
Extra Set Outlet \$1.00/month
Converter Rental \$1.00 - \$3.00/mo
Converter Deposit required
Change of Service \$10.00
Collect Bill Fee \$10.00

Haefele TV Inc. Digital Channels

DIGITAL BASIC CHANNELS

100 Discovery Kids
101 Discovery Science
102 Discovery Home & Leisure
104 Discovery Civilization
105 Discovery Health
106 Discovery Wings
107 BBC America
109 The Health Network
110 TRIO
111 Biography
112 History Channel International
113 Lifetime Movie Network
114 Bravo
115 Independent Film Channel
116 Turner Classic Movies
117 Fox Movie Channel
118 Outdoor Channel
119 The Golf Channel
120 Fox Sports Network
121 ESPNNews
122 ESPN Classic Sports
128 Bloomberg
130 Game Show Network
133 Inspirational Network
135 Toon Disney
136 Noggin
139 Style
140 MTV2

HBO CHANNELS

400 HBO
401 HBO Plus
402 HBO Signature
403 HBO Family

CINEMAX CHANNELS

410 Cinemax
411 MoreMax

SHOWTIME CHANNELS

415 Showtime
416 Showtime 2
417 Showtime 3
418 Showtime 4 Extreme

TMC CHANNELS

420 The Movie Channel
421 The Movie Channel 2
430 STARZ!
431 STARZ! 2
432 Encore
433 True Stories
434 Action
435 Westerns
436 Love Stories
437 Mystery

PAY-PER-VIEW CHANNELS

301-324 TVN Theater Channels
396-399 TVN Adult Theater Channels

DIGITAL MUSIC CHANNELS

901 Showcase
902 Today's Country
903 Classic Country
904 Americana
905 Blue Grass
906 R&B and Hip-Hop
907 Classic R&B
908 Smooth R&B
909 Rap
910 Metal
911 Rock
912 Power Rock
913 Classic Rock
914 Alternative Rock
915 Electronica
916 Dance
918 Soft Rock
920 Party Favorites
922 New Wave
923 70's
924 Solid Gold Oldies
925 Singers & Standards
926 Bing Band & Swing
927 Easy Listening
928 Smooth Jazz
929 Jazz
930 Blues
931 Reggae
932 Soundscapes
933 Classical Masterpieces
934 Opera
935 Light Classical
936 Show Tunes
937 Contemporary Christian
938 Gospel
939 For Kids Only
940 Sounds of the Seasons
941 Musica Latina
942 Salsa Merengue
943 Rock 'En Espanol
944 Latin Love Songs
945 Mexicana

HAEFELE TV INC.
DIGITAL PRICES

800-338-6330

607-589-6235

SUPER PAK \$12.95

28 Channels of TVN pay-per view movies, sports & special events
45 Channels of commercial-free CD-quality music
Interactive On-Screen TV Guide provides all HAEFELE TV Channels
Parental control on all channels
28 digital basic channels

HBO/CINEMAX COMBO PAK \$29.95

Super Pak, plus 6 channels of HBO and Cinemax

SHOWTIME/TMC PAK \$25.90

Super Pak, plus 6 Channels of Showtime and The Movie Channel

STARZ!/ENCORE PAK \$22.90

Super Pak, plus 8 channels of STARZ!, Encore, and Encore Thematic
Including True Stories, Action, Western, Love Stories and Mystery
ENCORE PAK \$16.94

ULTIMATE PAK 46.45

Super Pak, plus all HBO, Cinemax, Showtime, The Movie Channel, Encore and STARZ! Movie Channels

These rates are in addition to what you are currently paying for Basic Cable

Prices effective as of April 1, 2002



(607)-589-6235

800-338-6330

Haefele TV Inc.
24 East Tioga St
Spencer NY 14883

High Speed Cable Internet Service

	Monthly Fee	Modem Rental	Total W/ Modem
-Residential Service 500K (10 Gig Limit) **No installation fee	\$39.95	\$8.95	\$48.90
-Residential 56k Service (10 Gig Limit) **Installation charge of \$30.00**	\$25.00	\$8.95	\$33.95

You can also purchase your own modem to reduce your monthly cost.

\$79.00 plus tax

With The High Speed Cable Internet Service You Get:

- Instant on-line whenever your computer is on
- Up to three e-mail addresses
- No more dial-up, and no more tying up the phone line
- Internet up to 50 times faster than dial-up
- No need to pay for 2 phone lines, no extra phone bills

Town of Reading

Proof of Publication
The Observer
State of New York, County of Yates s.s

George Lawson
Or
Debra Lawson

Debra Lawson

Of Dundee, Yates County, being sworn doth depose and say that he/she is an
Officer of *The Observer*, a public newspaper published in said County,
And that the notice, of which the annexed is a printed copy cut from said
newspaper, was printed and published in the regular editions and issues of
Said newspaper 1 week, commencing on 1-22-03 and ending
on 1-22-03.

Debra Lawson Subscribed and sworn to before me this
23RD day of JANUARY 2003 Notary Public Linda M. Barley

Notary Public
Notary Public of the State of New York
Secretary of State
Commission Expires Sept. 8, 2005

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- Merchandise for Sale
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- Transportation/Auto, Boats & Trucks
- Yard & Garage Sales
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LEGAL NOTICES

PUBLIC NOTICE TOWN OF STARKEY
A Public Hearing will be held on February 5, 2003 at 7:15 pm at the Starkey Town Hall, 40 Seneca Street, Dundee, New York for a Special Use Permit for Mervin Zimmerman to operate a garden center and woodworking shop at 6100 State Rt. 14A, Rock Stream, New York.

LEGAL NOTICES

NOTICE OF FORMATION OF CASP CO., LLC
Notice of formation of Limited Liability Company ("LLC") Articles of Organization filed with the Secretary of State of NY ("SSNY") on 12/5/02. Office location: Yates County. SSNY has been designated as agent of LLC upon whom process against it may be served.

LEGAL NOTICES

SSNY shall mail a copy of any process to the LLC, 5 Bush Park Lane, Penn Yan, New York 14527. Purpose: to engage in any lawful activity.

PUBLIC NOTICE
The Town of Reading has received approval from the New York State Commission on

LEGAL NOTICES

Cable Television to utilize the Alternate Franchising Procedure. Any applications for a franchise which shall contain the information specified in section 594.5 of the rules of the New York State Commission on Cable Television, must be submitted by any interested cable television company by 1/29/03. This

LEGAL NOTICES

date is at least 15 days prior to the public hearing being held pursuant to section 594.7 of the rules of the New York State Commission on Cable Television. **NOTICE OF PUBLIC HEARING** - The Town of Reading will hold a public hearing at 7:30 pm at the Town Hall on February 12, 2003 for the purpose

LEGAL NOTICES

of considering the award of a cable television franchise under the Alternative Franchising Procedure of the New York State Commission on Cable Television. A copy of the proposal(s) submitted for the franchise may be inspected at the Office of the Municipal Clerk during normal business hours.

PUBLIC NOTICE

PAPER BAGS wanted for the Dundee Food Pantry. May be dropped off at the Dundee Baptist Church's side door. tfn

BINGO PLAYERS wanted!!! Sundays at 6:45 PM DUNDEE AMERICAN LEGION, Spring Street. Fully accessible to people with handicapping conditions. tfn

DO YOU HAVE UNWANTED CLOTHES? The Kids Clothes Closet is in need of good, clean, wearable clothes, boys and girls sizes 2T to 18/20. The clothes closet is a nonprofit organization established to provide clothes to school aged children in Yates County. Your clothes can be dropped off at the Penn Yan Elementary School or at Eaton's Jewelers in the Lake Street Plaza. If you can't bring the clothes to us, we can pick up the clothes for you. If you have any questions you can call 536-6211 or 536-7310 and ask for Stacy.

MARK YOUR CALENDARS for a Spaghetti & Meatball Dinner and Chinese Basket Auction on Sat., February 8th, 4:30 pm, located at the Reading Community Church. Take a look at the baskets in the window of Sidle Insurance located at 304 N. Franklin Street, Watkins Glen starting on Thurs., January 23rd. 1/29

GUN, KNIFE & MILITARY EXPO: Buy-Sell-Trade, Feb. 1, 9-5 & Feb. 2, 9-3. Clute Park 4th St., Watkins Glen. MAAC Quality Show. Adm. \$5.00. 1/29

SERVICES/WANTED TO BUY

ELECTRIC: Outdoor work our specialty. All inside/outside residential work. Call 607-776-1061, ask for Doug. 10/30-BD

WARREN'S WATER HAULING - pools, wells, hot tubs. Check our competitive rates. Serving the local area. Call 315-536-6223. 4/25tfn

SERVICES/WANTED TO BUY

LA MARCHE FUNERAL HOME, 35 Main St., Hammond-sport, NY 14840. 607-569-2174. Dennis LaMarche, Director. BD

FREE QUOTES. Clean auto record? Excellent rates available. Call SHAW AGENCY, INC., 607-569-2733. 4/10TFN

SENECA LAKE MINI STORAGE. Two sizes, available upon vacancy. Rte. 14 at Lakemont. Call Bob Andrews 607-243-5284. 8/22tfn

WALTER J. HOLLIEN: Preservation Architect/Restoration Contractor. Residential, commercial, building inspections. 607-535-5020. 7-17 BD

AB ELECTRIC: New Services & Upgrades, New Houses, Additions & Rewiring. Need a new circuit run or light hung? Call us at 607-243-3644. Airell & Bev Weaver, 2117 Porters Corners Road, Dundee, NY 14837 6/5-13 BD

FLOOR FASHIONS offers a Full Line of flooring, carpet, ceramic tile, vinyl, hardwood and laminates. 18 Main Street, Penn Yan. 315-536-3879. 10/9-1/1BD

SERVICES/WANTED TO BUY

5 HOUR COURSE required for driver's test. Wednesday, January 29. Penn Yan Academy. 5:00 pm. Registration required. 1-800-841-7730 or 607-566-8507. DRIVER DON'S DRIVING SCHOOL, AVOCA. 1/29

RIDERS K-9 KAMP Boarding, Classes, Bathing, 4160 Fred Taylor Road (Just 10 minutes from Dundee off State Route 54) Penn Yan, NY 14527 (315) 536-8650. TFN

SIGNS OF EXCELLENCE Race car lettering, banners, signs, picture framing, mat cutting, 20 Edwina Street, Dundee 607-243-5340 10/9-1/1BD

PETE SMITH AGGREGATES: Top Soil, Crushed Stone, Driveway Repair. You pick up or we'll deliver. 4777 Dundee Himrod Road. 607-243-5480. 3/7 BD/tfn/D

SEPTIC SYSTEMS, gravel, top soil, stone & oil driveways. Call **STEPHEN R. WASHBURN EXCAVATION,** 72 Main St., Dundee, 607-243-7801. 3/7/ BD tfn/D

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Loving, financially secure couple wishes to adopt newborn child. Medical/legal expenses paid. Please call Tracey and Jim at 1-800-219-7040, PIN 05
ADOPTION - Loving couple looking for a baby to share their lives. Please call Nina/Adam 800-643-4733 (access code 05) Expenses paid!
Pregnant? Not ready to parent? Make your dreams for your child come true. Choose a loving family. Profiles sent ASAP. Free and confidential services. Spence-Chapin Adoption Agency 1-800-321-LOVE(5683) www.spence-chapin.org
BUSINESS OPPORTUNITIES
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COMPUTERS AND COMPUTER PRODUCTS
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DRIVERS: NE REGIONAL PAY PACKAGE! Home weekly. Ask about Dedicated Runs. Late model assigned equipment. We pay up to 10 yrs verifiable OTR exp. CDL(A) required. Local NY terminal 1-800-347-4485
Earn \$1000-\$3000 WEEKLY!!! Processing mail at your leisure!!! Incredible Opportunity!!! Weekly Paychecks!!! Free supplies!
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Get a Job or Go to college. How about both? Part-time jobs available with full time benefits! Tuition assistance - Cash bonuses and skill training. Have it all in the New York Army National Guard! Our phone number is the same as our web site: www.1-800-GO-GUARD
IDEAL GIFTS BY FRIENDLY Toys & Gifts. Seasonal spring catalog and discount sale catalog are out. Free Catalogs, Hostess and Advisor information available. 1-800-488-4875 www.friendlyhome.com
Sales/ Sales Managers 28 MILLION Actual Customer Inquiries to date - \$5,000... Weekly Goal Potential Sold Leads Daily
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SPORTS

Gary Montgomery replaces Houghs as Black Rock Speedway Promoter

DUNDEE—After eight years of serving as owners and promoters of Black Rock Speedway, Lin and Cindy Hough have decided to step away from their day-to-day responsibilities. Effective immediately, Gary Montgomery is the Black Rock Speedway Promoter.

"Our core businesses (custom home building and store front/mini storage) continue to grow and require more of our time. That, plus the fact that we believe we have taken Black Rock Speedway as far as we can on a part time basis, has lead us to the decision to seek a full time promoter for the Speedway. Once we made that decision, the next step was easy. We knew that if Gary would accept, we had the right person. His reputation is outstanding and he is a long time personal friend. We are delighted that Gary has accepted," stated Lin Hough.

"This was not an easy decision. I was not looking for a job, but rather for a challenge in the racing business. I was considering four options when Lin called. The challenge that I was looking for was to revitalize a racing operation as I have been doing since 2000 when I

retired from Xerox and went racing full-time. Black Rock's racing program, however, is very healthy. Now I have a very different challenge which is to maintain the high quality program that the Houghs have worked so hard to create," relates Montgomery from his Keuka Lake home which is only 20 miles from Black Rock Speedway.

The Houghs have been involved with the Dundee Fairgrounds racing facility since it was promoted by the Dundee Raceway Park Club. (Lin was the 1985 Mr. DIRT 358 Modified Champion.) In 1995, the Houghs took over the promotion of the Speedway. Since then annual capital investments in the facility have produced one of the finest dirt track racing operations in the country. Today 18 VIP suites sit atop new grandstands that overlook an enlarged new blue clay racing surface which provides the stage for April through September auto racing events.

Montgomery adds, "My priority for Black Rock Speedway is safe fun for competitors and fans alike. No personnel changes are planned. I will work with General Manager Ron Povoski to maintain and grow

the quality program to which Black Rock Speedway competitors and fans have become accustomed. The preliminary 2003 schedule looks very much like what has been run in the recent past. Black Rock will continue to operate the 358 Modifieds under the DIRT Motorsports sanction. Elmira/Ithaca Auto Paint PPG Super Stocks, Regional Truck Trailer and Bus Pro Trucks, 4 Cylinder Stocks, and the Black Rock Bandits (teenagers in 4 Cylinder Stocks) will continue to operate under Black Rock Speedway sanction with rules that are closely aligned with Woodhull Raceway. The Empire Super Sprints are already booked for three shows and plans for the open competition fifth Annual Bully Hill Vineyards 360 Sprint Nationals are well underway. I am very excited about this venture and cannot wait to get going. Our first event will be the annual Arnot Mall Race Car Show on March 22 and 23."

All Black Rock Speedway questions and comments should be directed to Gary Montgomery at 315-536-3728 or e-mail to gimonty@msn.com.

Lady Lakers earn first win

HAMMONDSPORT—The Lady Lakers earned their first win last week against Avoca by a score of 28-22 on Jan. 21. Later in the week, they lost to Arkport by a score of 61-23.

Against Avoca, scoring was spread between six girls. Skylar Miller led the way with eight points. Bethany Drieling and Kendra Simmons added five points each, Sarah Perkins and Maggie Flynn added four points each and Hanna Flynn added two.

Maggie Flynn pulled down 11 rebounds and threw up six blocks in the victory.

"We all played together on both ends of the court to grab our first win of the season," said coach Sam Brubaker. "The team has been working hard all year long and it paid off tonight."

Against Arkport, Perkins led the way with six points. Miller added four and Dreiling tossed the only three-pointer. Kayla Yastremski, Becky Millard, Tasha Strait, Hanna Flynn and Maggie Flynn each added two points. The Arkport team was led by a powerhouse performance by Denae Foster, who tallied 25 points and Jenn Jones who racked up 18.

SUBSCRIBE TODAY!

O'Leary's Irish Pub
CO-ED POOL TOURNAMENT
February 8th • Doubles
Registration @ 11:30 am
Start @ 1:00 pm
Thursday Nights
Ken Paradise
DJ from THE WALL
Saturday
Country DJ
D.J. JULIE Every Friday Night
Open Mon.-Fri. at 3 PM
Sat. & Sun. at 1 PM
133 E. Elm St., Penn Yan
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LSP THEATRES
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Just Married (PG13)
1:15, 3:15, 6:45, 8:45
Darkness Falls (PG13)
1:00, 2:45, 7:00, 8:45
The Recruit (PG13)
1:00, 3:00, 6:30, 8:30
Weekends Matinees Only
Movie Line 315-536-1292
230A Lake Street Plaza, Penn Yan
www.pymovies.com

Yates County Office of Emergency Management offers winter sports safety tips

Yates County offers an abundance of sports activities during the winter season. From skiing and snowboarding to ice climbing, hiking and other outdoor pursuits, parents and children should follow the safety rules of the sport.

Most importantly, use the proper equipment and check to make sure everything is in proper working condition. A well-fitting ANSUSNELL certified helmet will assure a safer, more enjoyable wintertime experience whether you are skiing, sledding, snowboarding or skating.

Dress in multiple, lightweight layers to stay warm and dry while enjoying the outdoors. Check the weather forecast but be prepared for anything.

If you're heading into the back country, never travel alone. Let someone know your route and estimated time of return.

Skiers and snowboarders should go on runs which are appropriate for their ability. Stay in control at all times and be able to stop or avoid other people or objects. Obey all posted signs and warnings.

No matter what sport you partici-

pate in, always focus 100 percent of your attention on the activity and the terrain you are on. And rest when you are tired.

Frostbite: There is no pain associated with the early stages of frostbite, so learn to watch for these danger signs:

First, the skin may feel numb and become flushed. Then it turns white or grayish-yellow. Frostbitten skin feels cold to the touch.

If frostbite is suspected, move the victim to a warm area. Cover the affected area with something warm and dry. Never rub it!

Then get to a doctor or hospital as quickly as possible.

Hypothermia: Watch for these symptoms: Inability to concentrate, poor coordination, slurred speech, drowsiness, exhaustion, and uncontrollable shivering followed by a sudden lack of shivering.

If the person's body temperature drops below 95 degrees Fahrenheit, get emergency medical assistance immediately!

Remove wet clothing, wrap the victim in warm blankets and give warm, nonalcoholic, non-caffeinated liquids until help arrives.

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7:00PM
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Wednesday & Thursday (2/4/03-2/6/03)
All Seats Just \$3.00

Thank You
The Karlnoskis and the McFalls would like to thank everyone who has helped us. We are so grateful for everything that everyone has done for us. It is just unbelievable the number of people and businesses who contributed in one way or another. I wish we could thank every last individual personally, but there are just too many caring people to list. We would feel bad if we forgot someone. So this is the best way for us to thank everyone, the community and the surrounding area. You are the greatest! I can't stress that point enough—simply an overwhelming feeling. We are very lucky to have all of you as our friends and with all of your love and help it's been a lot easier for us. Once again, we thank all of you from the bottom of our hearts.
Rich & family.

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TOWN OF READING

READING CENTER, New York

14876

Wednesday, February 12, 2003
Reading Town Hall

Resolution #13-WHEREAS, the Town of Reading at a meeting held on the above date, time, and place, by resolution, after a public hearing, did grant and vest Haelele TV Inc. , a non-exclusive cable television franchise for the distribution and sale of cable television and telecommunication service for the use of the citizens and residents of the municipality under the terms and conditions of the contract presented and signed tonight, subject to approval of the New York State Department of Public Service. Motion made by Councilman Marvin Switzer, and seconded by Councilman William Anderson. Carried by all.

CABLE TELEVISION FRANCHISE

THIS AGREEMENT entered into between the Town of Reading (hereinafter referred to as "Municipality" or "Franchiser") a municipal corporation of the State of New York and HAEFELE TV INC., (hereinafter referred to as "Company" or "Franchisee") a New York Transportation Corp.

WHEREAS, the Company has requested the municipality to grant to it a cable television franchise in compliance with the rules and regulations of New York State Department of Public Service, and

WHEREAS, the technical ability, financial condition and character of the Company was considered and approved by the Board of the Municipality at a full public hearing affording due process; and

WHEREAS, the Franchisee has constructed and operated the cable television system and found to be adequate by the Board of the municipality at a full public hearing affording due process; and

WHEREAS, the franchise complies with the New York State Department of Public Service franchise standards.

WHEREAS, the Town of Reading at a meeting held on the *12th* day of *February* 2003, at the Town Hall by resolution, after a Public Hearing, did grant and vest in the company, a non-exclusive cable television franchise for the distribution and sale of cable television and telecommunication service for the use of the citizens and residents of the municipality under the following terms and conditions; SUBJECT to the approval of the New York State Department of Public Service.

NOW THEREFORE,

WITNESSETH:

1. RIGHTS GRANTED:

That the Franchisee, its successors, representatives and assigns, be and hereby is granted and vested with the right and authority to construct, operate and maintain buildings, equipment and apparatus within the Municipality and along, over and under any public ways, streets, alleys and easements of the Municipality, which buildings, equipment, cable and apparatus is now or shall become necessary in the reception transmission, distribution and sale of television and telecommunication service for the use of the citizens, and residents of Municipality. It is understood by the parties hereto that the municipality grants this right only with respect to any easement held by the Franchiser, and such right does not pertain to any rights of the fee owners or parties holding other easements.

2. UNDERSTANDING:

The above permission is granted with the understanding that construction and operation of the cable system will be in accordance with the rules, regulations and statutes as same may be adopted and amended from time to time by the Federal Communications Commission and the New York State Department of Public Service and other government regulatory bodies of the State of New York or the United States of America and in compliance with existing and/or amended zoning laws of the Franchiser

3. DESCRIPTION OF CABLE SYSTEM:

Franchisee has provided a full description of the cable system that was constructed, indicating specific geographical areas that have been wired, the number of homes that have been passed, the miles of cable that has been strung, the names of each street over and under which cable plant is constructed. The system has been spaced to permit a minimum of 550 MHz operations consistent with standard practices in the industry. See exhibit (A) map(s) of area with names of streets that have cable on them and showing the geographical areas that have been wired.

4. SYSTEM RELIABILITY:

The Franchisee will construct & maintain the system using materials of good durable quality and that all work involved in construction, installation, maintenance and repair of system shall be performed in a safe, thorough and reliable manner.

5. a) USE:

All transmission and distribution structures, lines and equipment erected by the Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of street, alleys and other public ways and places, and cause minimum interference with the rights of reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.

5. b) RESTORATION:

In case of any municipal property disturbance of pavement, sidewalk, driveway or other surfacing, the Franchisee shall, at its own cost and expense and in the manner approved by the Municipal Board or its designee, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced.

5. c) RELOCATION:

In the event that any time during the period of this Franchise, the Municipality shall lawfully elect to alter or change the grade of any street, alley or other public way, the Franchisee, upon reasonable notice by the Municipality shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. Above does not apply to areas where cable was constructed on private property.

5. d) PLACEMENT OF FIXTURES:

The Franchisee shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixture, water hydrant or main, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

5. e) **TEMPORARY REMOVAL OF WIRE FOR BUILDING MOVING OR VOLUNTARY BURNING:**

The Franchisee shall, on the request of any person wishing to move a building or burn a building, temporarily raise or lower its wires to permit the moving of buildings or voluntary burning. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Franchisee shall have the authority to require such payment in advance. The Franchisee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.

5. f) **TREE TRIMMING:**

The Franchisee shall have the authority to trim trees overhanging streets, alleys, sidewalks and public places of the Franchiser so to prevent the branches of such trees from coming into contact with the wires and cables of the Franchisee, all trimming to be done at the expense of the Franchisee. All tree trimming shall be performed in accordance with accepted forestry practices.

6. **RECEPTION:**

During the term of this franchise, the said franchisee, its successors, representatives and assigns, shall furnish television service to all persons in the primary service area of the Municipality desiring and paying for the same and that such service shall be capable of producing as good a quality of television picture, signal or reception as possible. Franchisee shall make all financially reasonable improvements of said service as improvements in the science of the distribution and transmission of television signals shall warrant.

7. a) **PEG ACCESS:**

The Franchisee will provide access channel(s) for the public, governmental and educational uses in accordance with the guidelines of the Federal Communications Commission and New York State Department of Public Service. That at any future time upon request of the Municipal Board, the Franchisee will make available additional access channels, if required by the New York State Department of Public Service under Part 595.4 and /or Federal Communication Commission Regulations.

7. b) **PUBLIC ACCESS CHANNEL:**

The Municipal shall have the right to appoint a community access channel coordinator to be reviewed annually in April of each year during the term of this Franchise. The Municipality may also develop rules for the community's use of the public access channel. These rules, shall, at a minimum, guarantee non-discriminatory access to the community channel for residents, establish procedures for the use of equipment and the scheduling of programming and for recording and resolving complaints about aspects of channel operations and require that a record of channel users of channel and programs telecast be maintained. Franchisee will be coordinator until such time as Franchiser decides to take control.

7. c) **PEG ACCESS LIABILITY:**

The person, group, organization or other entity requesting use of public, educational and/or governmental Access Channel do hereby indemnify and save Franchisee and municipality, its successors, representatives and assigns harmless from all liability or other injury, including the reasonable cost of defending claims for failure to comply with applicable laws, rules, regulations or other requirements of local, state or federal authorities; and from any loss, damage, expense, cause of action, suits or judgments resulting from claims of libel, slander, invasions of privacy, infringement of common law or statutory copyright, unauthorized use of any trademark, trade name or service name: or for breach of contractual other obligations owing to third parties; or for any other injury or damage in law or equity, which claims result from the use of Franchisee's public access facilities, equipment and/or channel, or from the airing of program.

8. INTERFERENCE:

The operation of the transmission and distribution line of the cable system shall not interfere with the television reception of any person who is not a customer of the cable system, and in the event of such interference, the same shall be corrected and removed by franchisee as soon as possible. Television reception shall not be deemed to be interfered with by the cable system unless it can be established that the complainant's antenna, lead and associated receiving equipment is properly installed, oriented and in proper operating condition. The Franchisee reserves the right and privilege to contract individually with its customers, reserving the right to take appropriate measures to protect its interest, including the privilege of discontinuing service (Due to inaccessible faulty wiring causing signal leakage). The language in this paragraph is not intended to permit Franchisee to provide services in a discriminatory manner or otherwise inconsistent with its regulatory franchise responsibilities. This paragraph shall be superceded by the rules of the New York State Department of Public Service, Part 596.3, dealing with interference.

9. STREET CROSSINGS:

In all street installations, the cable or wires erected shall in all respects comply with the provisions of all existing codes pertaining to the stringing of wires across streets. In the event there is no code pertaining to said stringing of wires across street 15 ½ feet as measured from surface of the street at the location where said wire or cable crosses said street.

10. CHANNEL CAPACITY:

The minimum channel capacity of the system is not to be less than 78 channels. Franchisee shall exercise efforts in good faith to maximize the number of energized channels available to subscribers.

11. SERVICE AVAILABILITY:

The Franchisee, after receipt of all necessary operating authorizations, shall offer services throughout the authorized area to all subscribers requesting service in any "primary service area" pursuant to Part 595.5 of the New York State Department of Public Service Regulations. A) Service will not be denied to potential subscriber's location in line extension areas who are willing to contribute to cost of construction in accordance with the following formula:

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

Where "C" equals the cost of construction of new plant, "CA" equals the average cost of construction per mile in the primary service areas, "P" equals the lower of 35 or the average number of dwelling units per linear mile cable in areas described in subparagraphs (a) (1) (I) and (2) of Rule 595.5 of the New York State Department of Public Service regulations, "LE" equals the number dwelling units requesting service in the line extension area, and "SC" equals

subscriber contribution-in-aid-of-construction in the line extension area. Primary service will be considered 35 homes per linear mile. The Franchisee will comply with the New York State Department of Public Service rules and regulations regarding line extensions Part 595.5.

12. RATES AND CHARGES:

Rates and charges imposed by the Franchisee for service shall be subject to the approval of the Municipality and the New York State Department of Public Service to the extent consistent with applicable State and Federal law, and that rates for any service for which approval is required shall be deemed part of the franchise whether or not the same is specifically set forth therein.

13. a) INSURANCE:

The Franchisee shall indemnify and hold harmless the municipality from all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the franchise.

That said Franchisee, its successors, representatives and assigns shall at all times keep in effect the following types of insurance and deliver certificates of such insurance to the Municipal Clerk. The Franchiser will be given a ten (10) day notice of any cancellation of insurance to wit:

13. b) WORKMEN'S COMPENSATION INSURANCE AND DISABILITY:

Franchisee shall carry Workmen's Compensation and Disability Insurance for its employees in such amounts as required by the laws of the state of New York.

13.c) PUBLIC LIABILITY INSURANCE:

The Franchisee shall carry liability insurance in a total overall amount of not less than \$1,000,000.00 insuring the said Franchisee and the Municipality against liability for personal injury or death or property damage by reason of the installations, servicing or operation of its plant and equipment or installations within the Franchise area. This expense shall be solely the responsibility of the Franchisee.

Franchisee will furnish the municipality evidence of such liability insurance policies, in the form of a certificate of insurance naming the municipality as additional named insured.

14. DISCRIMINATION:

The Franchisee shall not, as to rates and charges, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, provided that nothing in this Franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled.

15. TERMINATION:

Upon the termination of this Franchise or the discontinuance of such service, the Franchisee shall forthwith remove all cables, poles, buildings and other equipment from within the Municipality, such property shall be moved within 150 days following the discontinuance of the service or termination of the Franchise, and in the event that the same shall not be removed, the Municipal shall have the right to cause the same to be removed and the cost thereof shall be charged against the Franchisee and the said Municipality shall have a lien on any property

so removed by it for the satisfaction of the debt created by the cost of the removal, thereof. During the term of this Franchise Agreement, the Company will not abandon any service or portion thereof without the written consent of the Municipality.

16. SUBSCRIBER COMPLAINTS:

Franchisee shall provide notice to each subscriber, at intervals of not less than one (1) year, of the procedure for reporting and resolving subscriber complaints. Such notice may be written or by such other means as the New York State Department of Public Service may from time to time approve.

17. EQUAL EMPLOYMENT OPPORTUNITY:

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

18. DURATION:

The term of this franchise shall be for ten (10) years, expiring ten (10) years from the date of approval of this Franchise Agreement by the New York State Department of Public Service. Renewals shall be pursuant to Part 595.1(g) of Renewal Procedures under the New York State Department of Public Service rules.

19. INSPECTION:

The Municipality, by its Board, reserves the right to inspect all pertinent books, records, maps, plans, financial statements, and other like materials of Franchisee upon reasonable notice and during normal business hours.

20. APPROVAL:

The Terms of this Franchise are subject to the approval of the New York State Department of Public Service.

21. AUTHORIZATIONS:

Franchisee shall file request for all necessary authorizations with the New York State Department of Public Service within sixty (60) days of the effective date of this Franchise.

22. CONDITION:

Any conditions herein contained shall be subject to the laws, rules and regulations of any governmental body having authority over the said Franchise. In the event any of the terms contained herein are inconsistent with the laws, rules, or regulations of such body or agency, then the terms contained shall be made to comply with the laws, rules or regulations of the governmental body.

The Municipality has the right to adopt, in addition to the provisions contained in the franchise and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in the franchise Part 595.1(1).

23. LIABILITY:

The franchisee, its successors, representatives and assigns shall at all times hold harmless the Municipality from liability arising out of the presence of said Franchisee's equipment, agents, services, or employees and in addition will protect and save harmless the Municipality from any and all claims, verdicts, judgments or the like resulting from copyright or patent infringement or violation in connection with the programming and operation of said cable television service. Above does not apply to damage of franchisee's physical plant due to action of municipality or its employee(s) or contractor(s).

24. VIOLATION OF FRANCHISE:

PART 1:

The Municipality may revoke this franchise and all rights of the Franchisee hereunder in any of the following events:

- a) Franchisee fails after 60 days prior written notice from the Municipality to substantially comply or to take reasonable steps to comply with a substantial material provision or material provisions of the agreement; or
- b) Franchisee is adjudged as bankrupt; or
- c) Franchisee attempts or does practice a material fraud or deceit in securing of franchise renewal, provided that an innocent misrepresentation shall not be grounds for revocation; or
- d) Franchisee's failure to complete technical rebuilds and upgrades as provided for in this agreement; or
- e) Reporting fraudulent information to the Franchiser or displaying gross negligence in the preparation, transmission or maintenance of information required under this agreement; or
- f) Failure to timely pay taxes or fees due Franchiser under this agreement; or
- g) Franchisee defaults in the performance of any substantial material provision of This agreement.

PART 2:

Notwithstanding the above, no revocation provided for in this Section shall be effective unless and until the franchiser shall have adopted a resolution setting forth cause and reason for the revocation and the effective date thereof, which resolution shall not be adopted without 60 days prior written notice to the Franchisee and to have an opportunity for the Franchisee to be fully and fairly heard on the adoption of such resolution. If the revocation as proposed by such resolution depends on a finding of facts, such finding of facts shall be made by the Franchiser only after an administrative hearing providing the Franchisee with a fair opportunity to be heard, including the right to introduce evidence and the right to the production of evidence and to question final determination of such by appeal. A transcript shall be made of such hearing with the right of the Franchisee to appeal such final decision as available by law or federal or state regulation. All costs regarding transcripts shall be paid by the franchisee.

PART 3:

If the Franchise and the right thereunder are revoked or expire, the Franchisee shall have the right to sell to any party and that the purchase price for the same, in the sole discretion of the franchisee, shall be no less than an

equitable price which for purposes of this agreement shall be the fair market value of the cable television system valued as an on-going business venture.

25. JOINT USE TRENCH:

The Franchisee agrees to cooperate with other utility services in "common trenching" if the occasion for the same should arise. This paragraph does not mean Franchisee is required to do common trenching, but the Franchisee will either join in common trenching or provide its own trenching for installation of underground cable service in all areas where such underground service is required.

26. DISCLOSURE:

The Franchisee shall disclose the names and addresses of all principals together with respective interests in said venture, at any time requested by the Board of the Municipality upon request.

27. REQUEST OF FILINGS:

Copies of all New York State Department of Public Service and Federal Communications Commission filings shall be afforded to the Franchiser of Reading upon request at no cost.

28. TRANSFER OF SYSTEMS:

Submission of Information:

The municipality shall require the Franchisee at its cost to submit any and all information pertinent to proposed transfer of assignment of its rights under this Franchise and to demonstrate how the proposed transfer will affect cable television service in the Municipality.

Approval:

No transfer or assignment of this Franchise may occur without 30 days advance notification of the Municipality and approval by the New York State Department of Public Service.

29. WAIVERS OR EXTENSIONS:

The Company may apply to the municipality for a temporary waiver of any provision of this agreement or for an extension of time to comply with a provision of this agreement with prior approval of the New York State Department of Public Service. The Municipality may require the submission of any information by the Company necessary to support the latter's request for the extension.

30. AMENDMENTS:

The parties agree to amend to their mutual satisfaction any provisions of this agreement that become invalid and unenforceable during the term of this agreement because of a change in law or regulations, within one (1) year of this change. In the interim, the parties agree to comply with the provisions of the new law or regulation. Amendments to the cable television franchise shall not be effective without the prior approval of the New York State Public Service Commission in accordance with the provisions of Section 592-1.5.

31. ADMINISTRATION OF FRANCHISE:

The Municipal Board of the Franchiser is responsible for the continuing administration of the franchise agreement pursuant to Part 595.1(n) of the New York State Department of Public Service Rules.

32. FRANCHISE FEE:

In consideration of the terms of this Franchise, the Franchisee agrees to pay the Municipality a sum of money equal to % (percent) of gross subscriber revenues from all compensation received directly and indirectly by the Franchisee from its operations within the municipality with reductions for refunds or credits made to the subscriber, subject to Section 626 of the Real Property Tax Law of the State of New York. The Franchise Fee shall not include any taxes imposed upon the services furnished by the Franchisee. Equipment rental and sales, advertising, late charges, bad check fees, credit bureau fees, charges for lost or stolen equipment, pole rental, shopping channel commissions, charges made by third party companies operating on Franchisee's wires are not to be included. Pay per view, computer services, cable modem services, commercial data services, contributions to construction not included. Franchise Fees will be added to the Subscriber's bill and the actual amount collected will be remitted to the municipality. Such fees shall be payable annually with 120 days of the closing of Haefele TV's fiscal year.

If any other person or entity become authorized to provide and/or does provide broadband cable television services within the municipality and utilizes any public rights-of-way within the municipality or other property or facilities of the municipality, or (ii) the Franchisee's Cable Communications System becomes subject to "effective competition" as defined by the regulations of the Federal Communications Commission, then in either such event the terms of this Franchise shall be modified, with New York State Department of Public Service approval, such that they are not more onerous on the Franchisee than the terms under which such other enterprise(s) operate. The Municipality to the extent it may lawfully do so, will require all such other providers of broadband cable television services to obtain a franchise or similar authorization from the Municipality.

33. ENFORCEMENT:

Should any court or regulatory agency of competent jurisdiction hold any provision of this franchise invalid, the remaining provisions of this Franchise shall remain in full force and effect.

34. CABLE COMMUNICATIONS POLICY ACT OF 1984

Any right, power, privilege or obligation granted or imposed upon the Franchisee under or by virtue of the Cable Communications Policy Act of 1984, as amended shall take precedent over any inconsistent or contrary provision contained in the Franchise.

35. FREE BASIC SERVICE:

The Franchisee shall provide free basic service to any municipal building or public school, in which the cable system encompasses. Franchisee required to install up to 300 ft overhead service wire only.

36. CONSUMER PROTECTION STANDARDS

The Company will comply with the rules and regulations of the New York State Public Service Commission regarding Customer Service Consumer Protection Standards Parts 590 & 596.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 12th day of FEB, 200³

Town of Reading

BY: Charles L. Stamp
Franchiser Supervisor

Haefele TV Inc.

BY: Lee Haefele
Lee Haefele, President
Haefele TV Inc.

THE STATE OF NEW YORK
COUNTY OF Schoharie

On this 12th day of February, 200³, before me, personally came Charles L. Stamp
To me personally known, who, being by me duly sworn, did depose and say: That he/she resides in the Town of Reading; that he/she is the Franchiser Supervisor of the Franchiser, the municipal corporation described in and which executed the foregoing instrument: that he/she knows the seal of the municipal corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of said municipal corporation and that he/she signed his name thereto by like order.

Patricia J. Redick
Notary Public

PATRICIA J. REDICK
Notary Public State of New York
No. 01RE5044033
Qualified in Schoharie County
Commission Expires 5-22-03

THE STATE OF NEW YORK
COUNTY OF Tioga

On this 19 day of March, 200³, before me, personally came Lee Haefele, to me personally known, who, being by me duly sworn, did depose and say that he resides at LaRue Rd., Spencer, New York; that he is the President of Haefele TV Inc., the corporation described in and which executed, the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Julie A. Bennett
Notary Public

JULIE A. BENNETT
Notary Public, State of New York
Reg. in Tioga County 01BE6085166
My Commission Expires December 23 2006

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

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

PUBLIC SERVICE COMMISSION

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General Counsel

Janet Deixler
Secretary



TEST AND EVALUATION

Of The
Reading Cable Television System

Operated by

Haefele TV, Inc.
Spencer, NY

By:

The New York State Department of Public Service
Communications Division
Video & Broadband Systems
Albany, NY 12223
(518) 474-1324

Report No. R064-01-3716

Test Date: 9/6/01

Report Written By:

Lawrence Blakemore
Utility Specialist 2 (Telecommunications)

October 19, 2001

**VIDEO & BROADBAND SYSTEMS
TEST AND EVALUATION
(518) 474-1324**

CORPORATE NAME: Haefele TV, Inc.
COMPANY NAME: Haefele TV, Inc.
SYSTEM NAME: Reading **SYSTEM ID#** 6251
ADDRESS: 24 East Tioga Street
CITY: Spencer **STATE:** NY **ZIP:** 14833
MANAGER: Lee Haefele **CHIEF TECH:** Michael McNamara
PHONE: (607)589-6235 **FAX:** (607)589-7211 **TOLL FREE:** (800)38-6330
MUNICIPALITIES SERVED: Town of Reading

AERIAL: 4.0 **UG:** 0.0 **TOTAL PLANT MILES:** 4.0
CHANNEL CAPACITY: 77 **ACTIVE CHANNELS:** 61
BASIC SUBSCRIBERS: 34 **PREMIUM SUBSCRIBERS:** 16
TECH EMPLOYEES: 1 **LONGEST CASCADE:** 3
HEADEND: AM Fiber Node **NUMBER OF NODES:** 1
FM? No **AIR-NAVIGATION OFFSET PER FCC RULES?** Yes
CHANNEL 19: **ON SYSTEM?** Yes **OFFSET?** No **FREQUENCY:** 151.2753

INSPECTION TYPE: 1 Full Tech, 5 Limited Public Safety. **VEHICLE #:** 2
REPORT # R064-01-3716 **INSPECTION DATE:** 9/6/01
GROUNDING INSPECTED? Yes **NUMBER CHECKED?** 6
SIGNAL LEAKAGE MONITORED? Yes **NUMBER FOUND?** 0
OUTSIDE PLANT CONDITIONS FOUND? 0 in areas viewed.
INSPECTION TEAM: LB - GS **REPORT DATE:** 10/19/01 **REPORT BY:** LSB *RSB.*

RECORDS:

BI-ANNUAL TEST DATA: Yes **CLI RECORDS:** Yes **MONTHLY TEST DATA:** Yes
OUTAGE LOG: Yes **MAPS:** Yes **SIGNAL LEAKAGE LOG:** Yes
COMPLAINT FILE: Yes

Evaluation of the Reading Cable Television System

On September 06, 2001, New York State Department of Public Service Utility Specialists Lawrence Blakemore and Gary Simcox from the Video and Broadband Systems Group performed a technical evaluation of the Reading cable television system. This system is owned and operated by Haeefele TV, Inc.. Lee Haeefele of Haeefele TV, Inc. accompanied Department Specialists. All test results were compared to current Federal Communications Commission (FCC) Technical Standards.

SYSTEM INFORMATION

The Reading system is now interconnected by AM fiber optic cable to the Spencer headend facility which provides 61 analog channels and 77 digital channels of television programming to system subscribers. This represents an increase of 99 channels of television programming over the previous inspection of 1/17/98. Cable plant mileage remains the same at 4.0 miles. Basic subscribers have decreased by 2 to 34. Cable modem service is offered with one active subscriber. Digital audio is also available.

INSPECTION PROCEDURES

1. Required system documentation was reviewed.
2. A signal analysis was performed at the system headend.
3. Signal analyses were performed at two distribution locations.
4. Signal leakage was monitored while traveling between test locations.
5. Outside cable plant was visually inspected while traveling between test locations.
6. A random number of subscriber installations were inspected to verify grounding and bonding compliance.

INSPECTION RESULTS

Documentation

A review of required system technical records found all in compliance with the applicable standards.

Headend Evaluation

The headend evaluation performed at the system node found all measured parameters within mandated standards.

A subjective picture quality analysis rated all Analog and Digital channels as Good and all Digital audio channels as good in quality.

Distribution Evaluation

Two subscriber locations were selected for distribution system analyses. Testing revealed no further degradation than that normally expected for cascades of these lengths. A subjective picture quality analysis at the two locations rated all channels similar to those viewed at the receive node.

Signal Leakage

Signal leakage was monitored on Channel C (133.2623 MHz) throughout the evaluation using the Department's Vitek "Tracer" leakage detection system. No excessive signal leakage was detected in the locations monitored.

Outside Cable Plant

Outside cable plant was visually inspected for compliance with National Electrical Safety Code (NESC) requirements as well as overall condition and maintenance. There were no concerns identified in areas viewed during the inspection.

Subscriber Installation Grounding

Subscriber installations were randomly selected for inspection of proper grounding and bonding procedures within the guidelines set by the National Electrical Code (NEC).

A total of six drop locations were inspected. Of these locations, five were visually confirmed in compliance with NEC standards. One drop location was inaccessible for visual ground inspection, but an ammeter reading on the drop shield of this location indicated that a connection of some kind to the residence ground system.

COMMENTS AND RECOMMENDATIONS

At the time of this inspection, those portions of the system tested were operating well within the mandated limits. The system appears to be maintained in a professional manner.

HEADEND TESTING

Node Output, 11 Tap

LOCATION: 224 East Tioga Street

FREQUENCY:

The frequency of the aural and/or visual carriers were
were within specified limits

ADJACENT VISUAL CARRIER LEVELS

were within specified limits

VISUAL CARRIER LEVEL VARIATIONS BETWEEN ANY TWO CHANNELS

were within specified limits

AURAL CARRIER LEVELS

were within specified limits

LOW FREQUENCY DISTURBANCES/HUM

was not measured

CARRIER-TO-NOISE RATIO

was within specified limits

VISUAL CARRIER TO COHERENT DISTURBANCE RATIO

(interfering products or discrete interfering signals)
Coherent disturbances in the spectrum
were within specified limits

CHROMINANCE/LUMINANCE DELAY

was within specified limits

DIFFERENTIAL GAIN

was within specified limits

DIFFERENTIAL PHASE

was within specified limits

PICTURE QUALITY

[61] All analog channels Good
[77] All digital channels Good
All digital stereo good quality

New York State Public Service Commission
 Communications Division
 CATV Video Test Data

System Name: Reading

Test Date: 9/6/2001

System Channel	Call Sign	Chroma Delay (ns)	Differential		S/N	% Modulation	Comments
			Gain	Phase (degrees)			
95	WSTM	35	6.00%	3			NTC 7 Comp. F1:17
16	CNN HL	63	4.00%	1.00			NTC 7 Comp. F1:17
17	ESPN	-14	13.00%	7.00			FCC Comp. F1:18
18	USA	30	12.00%	1.00			FCC Comp. F1:18
21	WPIX	-99	6.00%	3.00			FCC Comp. F1:18
22	Disney	19	4.00%	3.00			FCC Comp. F1:18
8	WCNY	51	20.00%	8.00			FCC Comp. F1:18
9	WIXT	55	2.00%	1.00			FCC Comp. F1:18
11	WSKG	13	7.00%	2.00			FCC Comp. F1:18
12	An. Planet	14	10.00%	3.00			FCC Comp. F1:18

Note: FCC part 76.605
 Chrominance-luminance delay (chroma delay)
 Differential chroma gain
 Differential phase

less than 170 nsec.
 less than +/- 20%
 less than +/- 10 degrees
 Rev. 10/13/94

**HEADEND
TEST SHEET**

System Name: Reading
 Location: 24 East Tioga Street
 Test Point Value: Node Output, 11 Tap

Inspection Date: 9/6/2001
 Inspector: Lawrence Blakemore
 Chief Technician: Michael McNamara

P/V: 38.2

NCTA Channel	Converter Assignment	Broadcast	Call Sign	Station Location	Received by	Grade	Standard Visual Freq. (MHz)	Offset kHz	Frequencies		Levels		C/N dB	I.M. dB MHz below carrier	Percent Hum	Co-Channel kHz	S/N dB	Subjective Picture Analysis	Remarks	CC
									Visual	Sound Differential	Visual dBmV	Sound Differential								
2			HBO	NYC, NY	S		55.25		55.2499	4.4998	5.5	14.5	46 ^6					G		
3		18	WETM	Elmira, NY	O/A		61.25	+10.0	61.2611	4.4999	6.0	16.0						G		
4			WTBS	Atlanta, GA	S		67.25		67.2502	4.4999	5.5	15.0						G		
			Trilith	Data					73.0000			-5.0								Data
			Hits	Data					75.0000			-5.0								Data
5			Cinemax	Hauppauge, NY	S		77.25		77.2499	4.4998	5.0	14.5						G		
6		68	WSYT	Syracuse, NY	O/A		83.25	-10.0	83.2386	4.4999	5.5	14.0						G		x
95		3	WSTM	Syracuse, NY	O/A		91.25	-10.0	91.2381	4.5000	5.5	15.5						G		
96		40	WICZ	Binghamton, NY	O/A		97.25	-10.0	97.2537	4.4999	6.0	17.0						G		x
98			BET	Washington, DC	S		109.25	+25.0	109.2751	4.4999	6.5	15.0	46 ^6					G		
99			Comedy	NYC, NY	S		115.25	+25.0	115.2742	4.5002	6.5	15.5						G		
14			Discovery	Bethesda, MD	S		121.25	+12.5	121.2629	4.4998	6.0	14.5						G		
15			CNN	Atlanta, GA	S		127.25	+12.5	127.2621	4.4999	5.0	14.0						G		x
16			CNN HL	Atlanta, GA	S		133.25	+12.5	133.2623	4.4999	6.0	14.5						G		x
17			ESPN	Bristol, CT	S		139.25		139.2503	4.4998	6.0	14.5						G		x
18			USA	NYC, NY	S		145.25		145.2502	4.4998	6.0	14.5						G		x
19			FX	Bev Hills, CA	S		151.25		151.2753	4.4998	6.0	14.5						G		x
20			MTV	Smithtown, NY	S		157.25		157.2503	4.4998	6.5	15.5						G		
21			WPIX	NYC, NY	S		163.25		163.2503	4.4998	5.5	16.0						G		
22			Disney	Burbank, CA	S		169.25		169.2473	4.4999	6.0	13.5						G		x
7			Fox Family	NYC, NY	S		175.25		175.2508	4.4998	6.5	14.0						G		x
8			WCNY		O/A		181.25		181.2612	4.5000	6.0	15.5						G		
9		9	WIXT	Syracuse, NY	O/A		187.25	-10.0	187.2402	4.4998	6.5	16.0						G		
10		5	WTVH	Syracuse, NY	O/A		193.25	-10.0	193.2437	4.5002	8.0	14.5						G		
11		46	WSKG	Binghamton, NY	O/A		199.25	+10.0	199.2623	4.5000	7.5	14.0						G		x
12			An. Planet	Bethesda, MD	S		205.25		205.2500	4.4999	8.0	14.5						G		x
13		36	WENY	Elmira, NY	O/A		211.25		211.2354	4.4999	8.5	16.0						G		x
23			TNN	Nashville, TN	S		217.25		217.2485	4.5002	7.5	15.0						G		x
24		12	WBNG		O/A	B			223.2400	4.5000	8.5	16.0						G		
25			TNT	Atlanta, GA	S		229.25	+12.5	229.2631	4.4998	8.0	14.5						G		
26			QVC	Westchester, PA	S		235.25	+12.5	235.2629	4.4999	8.0	15.0						G		
27			ESPN2	Bristol, CT	S		241.25	+12.5	241.2617	4.5002	8.5	14.5						G		x
28			CMTV	Nashville, TN	S		247.25	+12.5	247.2621	4.4999	8.5	16.0						G		x
29			Sci-Fi	NYC, NY	S		253.25	+12.5	253.2606	4.5000	8.0	14.5						G		x
30			Weather	Atlanta, GA	S		259.25	+12.5	259.2623	4.5003	8.5	15.0						G		x
31			TLC	Bethesda, MD	S		265.25	+12.5	265.2626	4.5000	7.0	14.0						G		
32			A & E	NYC, NY	S		271.25	+12.5	271.2614	4.5004	8.0	14.0						G		
33			AMC	Woodbury, NY	S		277.25	+12.5	277.2619	4.5010	8.0	15.5						G		

**HEADEND
TEST SHEET**

System Name: Reading
 Location: 224 East Tioga Street
 Test Point Value: Node Output, 11 Tap

Inspection Date: 9/6/2001
 Inspector: Lawrence Blakemore
 Chief Technician: Michael McNamara

PV: 38.2 *

NCTA Channel	Converter Assignment	Broadcast	Call Sign	Station Location	Received by	Grade	Standard Visual Freq. (MHz)	Offset kHz	Frequencies		Levels		C/N dB	I.M. dB MHz below carrier	Percent Hum	Co-Channel kHz	S/N dB	Subjective Picture Analysis	Remarks	CC
									Visual	Sound Differential	Visual dBmv	Sound Differential								
34			Nick	NYC, NY	S		283.25	+12.5	283.2617	4.4999	9.0	15.0						G		
35			History	NYC, NY	S		289.25	+12.5	289.2618	4.5003	8.0	15.0						G		x
36			VH-1	Smithtown, NY	S		295.25	+12.5	295.2616	4.5001	8.5	14.5						G		
37			HGTV	Knoxville, TN	S		301.25	+12.5	301.2627	4.5000	8.5	15.0						G		
38			Lifetime	NYC, NY	S		307.25	+12.5	307.2608	4.4998	9.0	13.5						G		
39			TV Land	NYC, NY	S		313.25	+12.5	313.2637	4.4998	7.5	14.0						G		
40			Speed Visn.	NYC, NY	S		319.25	+12.5	319.2625	4.4999	8.5	13.5						G		
41		56	WSPX	Syracuse, NY	O/A		325.25	+12.5	325.2622	4.5000	8.0	16.0						G		x
42			TV Food	NYC, NY	S		331.25	+25.0	331.2751	4.4999	8.0	13.5						G		
43		43	WNYS	Syracuse, NY	O/A		337.25	+12.5	337.2624	4.4999	9.0	14.5						G		
44			MSG	NYC, NY	S		343.25	+12.5	343.2633	4.4998	9.5	14.5						G		
50			MER						381.0100		33.2								MER Reading	
53			MSNBC	Secaucus, NJ	S		397.25	+12.5	397.2650	4.4994	11.5	15.0						G		
54			Local Acc		LO		403.25		403.2506	4.4999	11.5	14.0						G		
55			Travel	Atlanta, GA	S		409.25		409.2511	4.5001	11.0	15.5						G		
56			CNBC	Ft Lee, NJ	S		415.25		415.2506	4.5001	10.5	14.5						G		x
57			EI TV	Los Angeles, CA	S		421.25		421.2496	4.4999	11.0	14.0						G		
58			EWTN	Birmingham, AL	S		427.25		427.2508	4.4999	11.0	15.5						G		
59			Empire Sp	W.Seneca, NY	S		433.25		433.2498	4.4999	12.0	14.5						G		
60			TVN-1	Burbank, CA	S		439.25		439.2498	4.4999	12.0	15.0						G		
61			BET	Washington, DC	S		445.25		445.2508	4.4998	12.0	15.0						G		
62			PPV Preview	Tulsa, OK	S		451.25		451.2495	4.4999	11.5	14.5						G		
63			PPV Preview	Tulsa, OK	S		457.25		457.2500	4.4999	10.5	13.5						G		x
66			THC	NYC, NY	S		475.25		475.2631	4.4999	10.5	15.0						G		
70			C-SPAN	Washington, DC	S		499.25		499.2635	4.4998	12.5	15.5						G		
75			C-SPAN2	Washington, DC	S		529.25		529.2510	4.4998	12.0	14.5	48 *6					G		x
75			Digital						535 -550									G	Digital	

Satellite Received: 48
 Off-Air Received: 12
 Microwave Received: 0
 Local Origination: 1
 Telephone Line: 0
 Fiber Feed: 0

* Good: 61
 Good/Acceptable: 0
 Acceptable: 0
 Acceptable/Marginal: 0
 Marginal: 0
 Marginal/Unacceptable: 0
 Unacceptable: 0

Test Point #: 1

20 Tap

LOCATION: Pole # 71/4
Route 14a, Reading

ADJACENT VISUAL CARRIER LEVELS

were within specified limits

VISUAL CARRIER LEVEL VARIATIONS BETWEEN ANY TWO CHANNELS

were within specified limits

VISUAL CARRIER LEVELS AT OR ABOVE THE MINIMUM LEVEL

were within specified limits

AURAL CARRIER LEVELS

were within specified limits

LOW FREQUENCY DISTURBANCES/HUM

were within specified limits

CARRIER-TO-NOISE RATIO

was within specified limits

VISUAL CARRIER TO COHERENT DISTURBANCE RATIO

(interfering products or discrete interfering signals)

Coherent disturbances in the spectrum

were similar to headend

PICTURE QUALITY

All channels similar to the node.

**SUBSCRIBER
TEST SHEET**

System Name: Reading
 Test Point: 1
 Date: 9/6/2001
 Inspector: Lawrence Blakemore

Tap Location: Pole # 71/4
 Location: Route 14a, Reading
 Amp Cascade: 1 Node, 3 Amplifiers
 Test Point Value: 20 Tap

P/V: 4.5

Channel	Levels (dB)		C/N	Intermodulation	Percent Hum	Subjective Picture Quality Analysis	
	Visual	Aural Diff				Remarks	
2	9.0	15.0				All channels similar to the node.	
3	9.5	17.0					
4	7.0	15.5					
5	6.0	14.5					
6	6.0	14.5					
95	6.0	16.0	46 ^6				
96	6.0	17.0					
98	7.0	15.0	46 ^6				
99	7.5	16.0					
14	6.5	14.5					
15	5.5 L	15.0					
16	6.5	15.0					
17	6.0	14.5					
18	6.5	15.0					
19	6.5	14.5					
20	6.5	15.5					
21	5.5 L	16.0					
22	6.5	14.0					
7	7.0	14.5					
8	6.0	16.0					
9	7.0	16.5					
10	7.5	14.5					

**SUBSCRIBER
TEST SHEET**

System Name: Reading
 Test Point: 1
 Date: 9/6/2001
 Inspector: Lawrence Blakemore

Tap Location: Pole # 71/4
 Location: Route 14a, Reading
 Amp Cascade: 1 Node, 3 Amplifiers
 Test Point Value: 20 Tap

P/V: 4.5

Channel	Levels (dB)		C/N	Intermodulation	Percent Hum	Subjective Picture Quality Analysis	
	Visual	Aural Diff				Remarks	
11	7.5	14.5				All channels similar to the node.	
12	8.0	15.0					
13	8.0	16.5					
23	7.5	16.0					
24	8.0	16.5					
25	8.0	15.5					
26	7.5	15.5					
27	8.0	15.0					
28	8.0	15.5					
29	7.5	15.0					
30	7.0	15.5					
31	6.5	14.5					
32	7.5	14.0					
33	7.5	16.0					
34	7.5	15.5					
35	7.0	15.5					
36	7.5	15.0					
37	7.5	15.5					

**SUBSCRIBER
TEST SHEET**

System Name: Reading
 Test Point: 1
 Date: 9/6/2001
 Inspector: Lawrence Blakemore

Tap Location: Pole # 71/4
 Location: Route 14a, Reading
 Amp Cascade: 1 Node, 3 Amplifiers
 Test Point Value: 20 Tap

P/V: 4.5

Channel	Levels (dB)		C/N	Intermodulation	Percent Hum	Subjective Picture Quality Analysis	
	Visual	Aural Diff				Remarks	
38	7.5	13.5				All channels similar to the node.	
39	6.5	14.5					
40	7.0	14.0					
41	7.5	14.0					
42	7.5	14.5					
43	8.5	15.5					
44	8.5	15.5					
53	10.0	15.5					
54	10.0	13.5					
55	9.5	16.0					
56	9.5	15.0					
57	9.5	14.5					
58	9.5	16.0					
59	10.0	14.5					
60	10.0	15.5					
61	9.5	15.0					
62	10.0	15.0					
63	8.0	14.5					
66	8.0	15.5					
70	10.0	16.0					
75	9.5	14.5	48 ^6				↓
50	33.4						MER Reading

Test Point #: 2

23 Tap

LOCATION: Pole # 8
County Route 29, Reading

ADJACENT VISUAL CARRIER LEVELS

were within specified limits

VISUAL CARRIER LEVEL VARIATIONS BETWEEN ANY TWO CHANNELS

were within specified limits

VISUAL CARRIER LEVELS AT OR ABOVE THE MINIMUM LEVEL

were within specified limits

AURAL CARRIER LEVELS

were within specified limits

LOW FREQUENCY DISTURBANCES/HUM

were within specified limits

CARRIER-TO-NOISE RATIO

was within specified limits

VISUAL CARRIER TO COHERENT DISTURBANCE RATIO

(interfering products or discrete interfering signals)

Coherent disturbances in the spectrum

were similar to headend

PICTURE QUALITY

All channels similar to the node.

**SUBSCRIBER
TEST SHEET**

System Name: Reading
 Test Point: 2
 Date: 9/6/2001
 Inspector: Lawrence Blakemore

Tap Location: Pole # 8
 Location: County Route 29, Reading
 Amp Cascade: 1 Node, 3 Amplifiers
 Test Point Value: 23 Tap

P/V: 7.5

Channel	Levels (dB)		C/N	Intermodulation	Percent Hum	Subjective Picture Quality Analysis	
	Visual	Aural Diff				Remarks	
2	9.0	15.0				All channels similar to the node.	
3	9.5	17.0					
4	8.0	15.5					
5	7.5	15.0					
6	7.0 L	14.5					
95	7.0 L	15.5	46 ^6				
96	8.0	14.5					
98	8.0	14.5	46 ^6				
99	8.5	15.5					
14	8.0	14.0					
15	7.0 L	14.5					
16	8.0	14.0					
17	8.5	15.0					
18	8.5	14.5					
19	9.0	15.0					
20	9.0	15.5					
21	8.5	16.0					
22	9.0	13.5					
7	10.0	14.5					
8	9.0	15.5					
9	10.0	16.0					
10	11.0	15.0					
11	11.5	15.0					

**SUBSCRIBER
TEST SHEET**

System Name: Reading
 Test Point: 2
 Date: 9/6/2001
 Inspector: Lawrence Blakemore

Tap Location: Pole # 8
 Location: County Route 29, Reading
 Amp Cascade: 1 Node, 3 Amplifiers
 Test Point Value: 23 Tap

P/V: 7.5

Channel	Levels (dB)		C/N	Intermodulation	Percent Hum	Subjective Picture Quality Analysis	
	Visual	Aural Diff				Remarks	
12	11.5	15.0				All channels similar to the node.	
13	12.0	15.5					
23	12.0	14.5					
24	11.0	16.5					
25	11.0	15.5					
26	11.0	15.5					
27	11.0	15.0					
28	11.0	16.0					
29	10.5	15.0					
30	10.5	15.5					
31	9.5	15.5					
32	10.0	15.0					
33	10.0	15.0					
34	10.5	15.5					
35	10.0	15.5					
36	10.0	14.5					
37	10.0	15.0					

**SUBSCRIBER
TEST SHEET**

System Name: Reading
 Test Point: 2
 Date: 9/6/2001
 Inspector: Lawrence Blakemore

Tap Location: Pole # 8
 Location: County Route 29, Reading
 Amp Cascade: 1 Node, 3 Amplifiers
 Test Point Value: 23 Tap

P/V: 7.5

Channel	Levels (dB)		C/N	Intermodulation	Percent Hum	Subjective Picture Quality Analysis	
	Visual	Aural Diff				Remarks	
38	10.5	14.0				All channels similar to the node.	
39	10.0	14.0					
40	10.0	14.5					
41	10.5	17.0					
42	10.5	15.0					
43	11.5	15.5					
44	11.5	15.5					
53	13.0	15.0					
54	13.5	14.0					
55	13.0	15.5					
56	13.0	15.0					
57	12.5	14.0					
58	13.0	16.0					
59	13.5	14.0					
60	13.5	15.5					
61	14.0	15.0					
62	13.5	15.5					
63	12.5	13.5					
66	12.0	15.5					
70	14.5 H	15.5					
75	14.5 H	15.0	48 ^8				↓

TEST POINT:

Headend

BAND LOCATION:

Full Spectrum

BAND WIDTH:

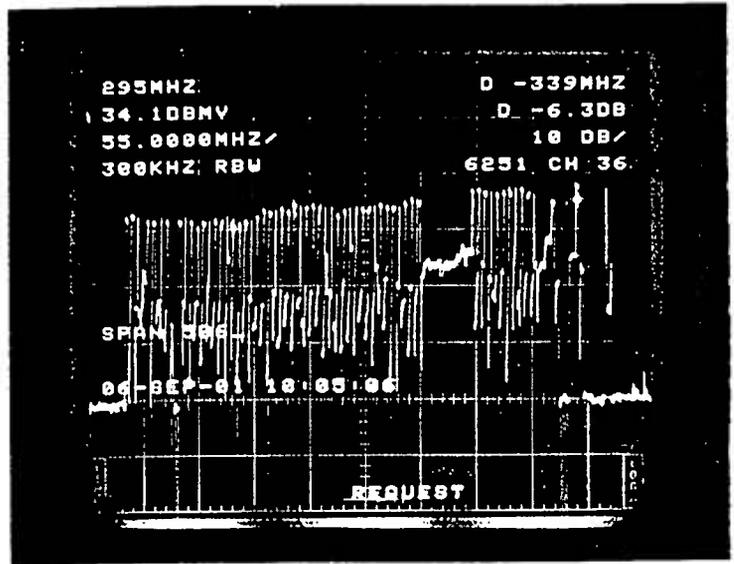
300 kHz

SCAN WIDTH:

55 MHz

LOG REFERENCE:

10 dB/Div



Receive Node output, 11 Tap

TEST POINT:

BAND LOCATION:

Full Spectrum

BAND WIDTH:

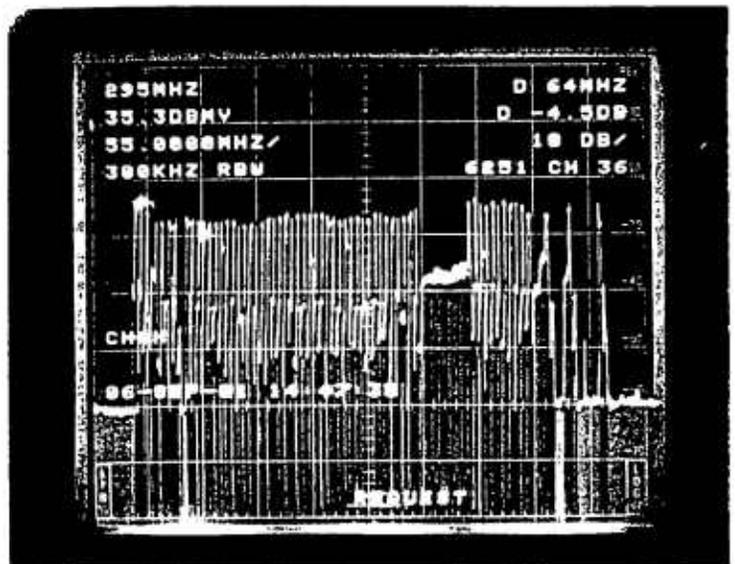
300 kHz

SCAN WIDTH:

55 MHz

LOG REFERENCE:

10 dB/Div



1 Node, 3 Amplifiers, 20 Tap

TEST POINT:

2

BAND LOCATION:

Full Spectrum

BAND WIDTH:

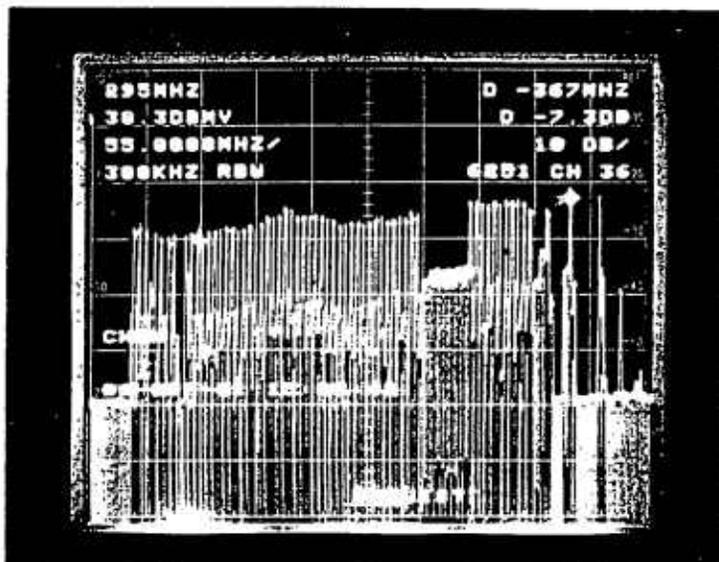
300 kHz

SCAN WIDTH:

55 MHz

LOG REFERENCE:

10 dB/Div



1 Node 3 Amplifiers, 23 Tap