

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the matter of:)
)
Comcast Cable Communications, LLC on behalf of:) CSR No.: 8715-E
)
its subsidiaries and affiliates)
)
For Opposition of Effective Competition)
in Danville, Virginia)
)
Community Identification No.)
)
To: ATTN: Office of the Secretary Chief, Media Bureau:

**OPPOSITION TO PETITION FOR
DETERMINATION OF EFFECTIVE COMPETITION**

The City of Danville, Virginia (“City”), by its attorneys, and pursuant to Section 76.7 of the Commission’s Rules, hereby opposes Comcast Cable Communications, LLC’s (“Comcast”) request that the Commission find that Comcast faces effective competition in the City.

BACKGROUND

Because of the possible adverse impact on consumers, particularly senior citizens and other individuals living on fixed incomes, flowing from the elimination of rate regulation, there is a congressionally created presumption against the existence of effective competition. It is the burden of the petitioning cable operator to rebut this presumption and affirmatively demonstrate the presence of effective competition.

In Comcast’s Petition for Determination of Effective Competition (“Petition”) Comcast accurately cites to 47 U.S.C. § 543 and Section 76.905(b)(2) of the Commission’s rules with respect to the “Competing Provider Test” to determine if a cable system is subject to effective competition. In its Petition, Comcast asserts that this test has been met with the entry of two Direct Broadcast Satellite (“DBS”) providers-DirecTV and DISH Network-into the Danville marketplace. While DBS providers have been determined by the FCC to be qualified Multi-video Channel Video Programming Distributors (MVPDs) for purposes of an effective competition analysis, their presence alone does not demonstrate the existence of effective competition. Comcast has failed to prove that there are two Direct Broadcast Satellite (“DBS”) providers offering comparable programming to Comcast to over 50 percent of households on the Danville, VA franchise area and Comcast has failed to show that there is a sufficiently high level of DBS penetration within the franchise area to overcome the strong presumption against effective competition.

COMCAST HAS FAILED TO PROVE THAT THERE ARE AT LEAST TWO UNAFFILIATED MVPDS OFFERING COMPARABLE PROGRAMMING TO COMCAST TO OVER 50 PERCENT OF HOUSEHOLDS IN THE DANVILLE, VA FRANCHISE AREA.

The City objects to the claim that at least two unaffiliated MVPDS offering comparable programming to Comcast to over 50 percent of households on the Danville, VA franchise area. Comcast fails to provide evidence that the DBS providers satisfy the first prong of the Competing Provider Test that comparable programming is not being made available to at least 50 percent of the households in the franchise area and these potential consumers are reasonably aware of this service availability.

The exhibits of DBS Services provided by Comcast in Exhibit 1 of their petition (*attached hereto as exhibit 1*) are not those marketed programming offering within the City of Danville, Virginia Franchise area. The Exhibits relied upon by Comcast use national advertising in the Case of DISH Network and even advertising from providers that do not market services in in Danville, Virginia in the case of DirecTV as evidence of comparable programming.

The DirecTV “lineup” card offered by petitioner fails in several regards. First, it shows only those channels offered by DirecTV in their Premier Package, whereas the Comcast “lineup” card shows multiple levels including, *Limited Basic, Digital Economy, Digital Starter, Digital Preferred, and Premium.*

Next, the DirecTV “lineup” card is for a zip code that is not used within the Danville, Virginia Franchise area. Danville’s zip codes are 24540, 24541, 24542, and 24543. The programming package Comcast has presented is for zip code 17303.

Third, unlike the Comcast “lineup” card which shows local channels broadcasting into Danville from contiguous Cities generally recognized as local channels in Danville, the “lineup” card representing the offerings of DirecTV list local channels all from Central Pennsylvania stations including Harrisonburg and York. These channels are clearly not comparable to the local channels offered to the Danville, Virginia Franchise area by Comcast.

The Dish Network “lineup” card presented by petitioner also fails in several regards. First, the “lineup” card is clearly a national advertising package listing with nothing identifying it as specifically the programming offered in the Danville, Virginia franchise area.

Next, the Dish Network exhibit clearly states that “*for the most up-to-date Channel Lineup Card, please visit mydish.com/channelcard.*” This clearly demonstrates the possibility that this “lineup” card offered by petitioner has changed since its submission and that it is not Danville specific, therefore not a reliable comparison to the offerings of Comcast in the Danville, Virginia Franchise area.

Also, and more importantly, Comcast, under the Franchise Agreement in force in the City of Danville (*relevant section attached hereto as Exhibit 2*), is obligated to maintain one separate channel for “Government-Educational” programming, available on all service tiers including the lowest service tier, which broadcasts live videocasts of City Council meetings, School Board meetings, and Planning Commission Meetings and the video rebroadcasts of each as well as

videotaped or live public safety and public information programming. Neither Dish Network nor DirecTV carries any of this programming which is aimed at keeping the residents of the City of Danville informed about their government as well as their safety and wellbeing.

Therefore, based upon the foregoing, Comcast has failed to prove that there are at least two unaffiliated MVPDS offering comparable programming to Comcast to over 50 percent of households in the Danville, Virginia franchise area thus failing the first prong of the Competing Provider Test.

DBS DOES NOT ENJOY 15% PENETRATION IN THE CITY

The City, questions whether Comcast has satisfied the second prong of the Competing Provider Test. Specifically, the City believes Comcast may not have met its burden of demonstrating that the number of DBS subscribers within the City limits of Danville exceeds 15 percent of the households in the Comcast franchise area for the City.

Additionally, Comcast has presented no evidence to support its assertion that Comcast is the largest MVPD in the franchise area, a key component of the second prong of the Competing Provider test. Specifically, Comcast has not provided the overall number of households that have any MVPD service and has provided no evidence as to the numbers of households that subscribe to Comcast as their MVPD service.

Without this critical information there is no way to determine that Comcast is the largest MVPD in the franchise area thus Comcast fails the second prong of the Competing Provider Test.

CONCLUSION

Comcast has failed to prove that there are at least two unaffiliated MVPDS offering comparable programming to Comcast to over 50 percent of households in the Danville, Virginia franchise area thus failing the first prong of the Competing Provider Test.

Additionally, Comcast has failed to present any evidence to support its assertion that Comcast is the largest MVPD in the franchise area therefore Comcast fails the second prong of the Competing Provider Test.

Accordingly, the City submits that Comcast has failed to meet its burden under the Competing Provider Test and the City respectfully requests that the Cable Services Bureau reject Comcast's Petition for Determination of Effective Competition.

Respectfully submitted,

City of Danville, Virginia

By: _____

W. Clarke Whitfield, Jr.

City of Danville, Virginia
W. Clarke Whitfield, Jr., City Attorney
P.O. Box 3300
427 Patton Street
Danville, VA 24543
(434) 799-5122

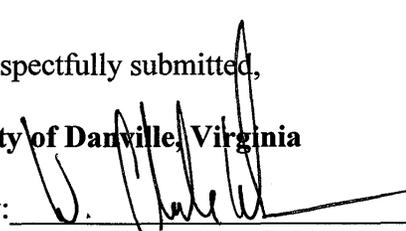
Its Attorneys

CERTIFICATE PURSUANT TO 47 C.F.R. § 76.6(a)(4)

The below-signed signatory has read the foregoing Petition for Special Relief, and to the best of my knowledge, information and belief formed after reasonable inquiry, it is well grounded in fact and is warranted by existing law or a good faith argument for the extension, modification or reversal of existing law; and is not interposed for any improper purpose.

Respectfully submitted,

City of Danville, Virginia

By: 

W. Clarke Whitfield, Jr.

City of Danville, Virginia
W. Clarke Whitfield, Jr., City Attorney
P.O. Box 3300
427 Patton Street
Danville, VA 24543
(434) 799-5122

October 17, 2012

Its Attorneys

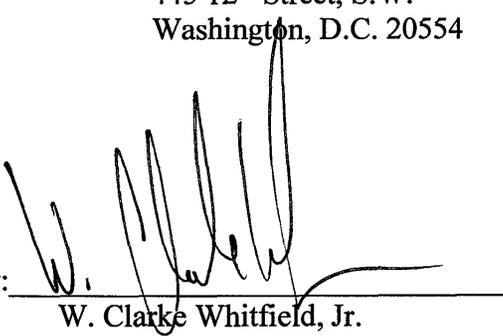
CERTIFICATE OF SERVICE

I, W. Clarke Whitfield, Jr., City Attorney for the City of Danville, Virginia, do hereby certify that on this 17th day of October, 2012 that a true and correct copy of the foregoing "Petition for Special Relief" has been sent via U.S. mail, postage prepaid to the following:

Frederick W. Giroux
Davis Wright Tremaine, LLP
1919 Pennsylvania Avenue, N.W., Suite 800
Washington, D.C. 20006

William Lake, Chief, Media Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Marlene H. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, S.W.
Washington, D.C. 20554

By: 

W. Clarke Whitfield, Jr.

City of Danville, Virginia
W. Clarke Whitfield, Jr., City Attorney
P.O. Box 3300
427 Patton Street
Danville, VA 24543
(434) 799-5122
Its Attorneys

EXHIBIT 1



CHANNELS AND PACKAGES

Premium Movie Packages

| | | | |
|------------|-------------------|--------|-----|
| HBO | | | |
| HBO-E | HBO (E) SAP | HD | 300 |
| HBO2E | HBO2 (E) SAP | HD | 301 |
| HBO5G | HBO Signature SAP | HD | 302 |
| HBO-W | HBO (W) SAP | HD | 303 |
| HBO2W | HBO2 (W) SAP | HD | 304 |
| HBOFM | HBO Family SAP | HD | 305 |
| HBOCY | HBO Comedy SAP | HD | 307 |
| HBOZ | HBO Zone | HDDMNY | 308 |
| HBOLT | HBO Latino | HD | 309 |

CINEMAX

| | | | |
|-------|-----------------|----|-----|
| MAX-E | Cinemax (E) SAP | HD | 310 |
| MAX-W | Cinemax (W) SAP | HD | 311 |
| MOMAX | MoreMAX SAP | HD | 312 |
| ACMAX | ActionMAX SAP | HD | 313 |
| 5-MAX | 5StarMAX SAP | HD | 314 |

SHOWTIME

| | | | |
|-------|---------------------------------|-----|-----|
| SHO-E | Showtime (E) SAP | HD | 318 |
| SHO-W | Showtime (W) SAP | HD | 319 |
| SHOT | Showtime 2 SAP | HD | 320 |
| SHOCS | Showtime ShowCase SAP | HD | 321 |
| SHOEX | Showtime Xtreme SAP | HD | 322 |
| SBYND | Showtime Beyond SAP | HD | 323 |
| TMC-E | The Movie Channel (E) SAP | HD | 327 |
| TMCXE | The Movie Channel extra (E) SAP | 328 | |
| FLIX | FLIX | 333 | |

STARZ

| | | | |
|-------|-------------------------|----|-----|
| ENCOR | Encore (E) SAP | HD | 340 |
| STARZ | Starz (E) SAP | HD | 350 |
| STRZW | Starz (W) SAP | HD | 351 |
| SEDGE | Starz Edge SAP | HD | 352 |
| SCINE | Starz Cinema SAP | HD | 353 |
| STZC | Starz Comedy | HD | 354 |
| SBLCK | Starz InBlack SAP | HD | 355 |
| SK&FM | Starz Kids & Family SAP | HD | 356 |

Mini-Packs

| | | | |
|-------------|-------------------|--------|-----|
| EPIX | | | |
| EPIX1 | EPIX 1 SAP | HD | 380 |
| EPIX2 | EPIX 2 SAP | HD | 381 |
| EPIX3 | EPIX 3 SAP | HDDMNY | 382 |
| EPXDR | EPIX DRIVE-IN SAP | 292 | |

encore Movie Pak

| | | | |
|-------|-----------------|-----|--|
| ENCRW | Encore (W) SAP | 341 | |
| EACTN | Encore Action | 343 | |
| EDRAM | Encore Drama | 345 | |
| ENFAM | Encore Family | 347 | |
| ELOVE | Encore Love | 346 | |
| ESUSP | Encore Suspense | 344 | |
| EWSTN | Encore Westerns | 342 | |
| MPLX | MoviePlex | 377 | |

Mini-Packs

BlockBuster @Home
100,000 movies, shows and games by mail, thousands of titles streamed to your TV with an HD DVR connected to broadband internet, 25,000 titles available on dishonline.com.

| | | | |
|-------|------------------------|--------|-----|
| CTRC | Centric | HDDMNY | 371 |
| CI | Crime & Investigation | HDDMNY | 368 |
| ESUSP | Encore Suspense | 344 | |
| EPIX1 | EPIX SAP | HD | 380 |
| EPIX2 | EPIX2 SAP | HD | 381 |
| EPIX3 | EPIX3 SAP | HDDMNY | 382 |
| HMC | Hallmark Movie Channel | HD | 187 |
| HDNMV | HDNet Movies | HDDMNY | 383 |
| INDIE | IndiePlex | HDDMNY | 378 |
| LOGO | LOGO | HDDMNY | 373 |
| MAVTV | MAVTV American Real | HDDMNY | 361 |
| MGM | MGM | HDDMNY | 385 |
| MPLX | MoviePlex | 377 | |
| PLDIA | PalaDia | HDDMNY | 389 |
| PIXL | PixL | HD | 388 |
| REIRO | RetroPlex | HDDMNY | 379 |
| SMC | Sony Movie Channel | HDDMNY | 386 |
| SCINE | Starz Cinema | 353 | |
| UNIHD | Universal HD | HDDMNY | 366 |
| VLCTV | Velocity | HDDMNY | 364 |
| WFN | World Fishing Network | 394 | |

Heartland

| | | | |
|-------|----------------------------|-----|-----|
| BABY | Baby TV SAP | 824 | |
| GMC | gmc | 188 | |
| GSN | GSN | HD | 116 |
| HLMRK | Hallmark Channel | HD | 185 |
| HMC | Hallmark Movie Channel | HD | 187 |
| HUB | Hub | HD | 179 |
| OWN | OWN: Oprah Winfrey Network | HD | 189 |
| PIXL | PixL SAP | HD | 388 |
| RFDTV | RFD-TV | HD | 231 |
| RURAL | Rural TV | 232 | |

Outdoor Sports

| | | | |
|-------|------------------------|--------|-----|
| MAVTV | MAVTV American Real HD | HDDMNY | 361 |
| OTDCH | Outdoor Channel | 396 | |
| SPMAN | Sportsman Channel | HD | 395 |
| WFN | World Fishing Network | 394 | |

Multi-Sport

| | | | |
|-------|-------------------------|-----|-----|
| ESPCL | ESPN Classic | 143 | |
| FSC | Fox Soccer Channel | HD | 406 |
| FUEL | FUEL TV | 398 | |
| MLBN | MLB Network | HD | 192 |
| MLBSZ | MLB Network Strike Zone | 153 | |
| NFL | NFL Network | HD | 154 |
| NFLRZ | NFL RedZone | HD | 155 |
| NBATV | NBA TV | HD | 156 |
| NHLN | NHL Network | HD | 157 |
| USN | Universal Sports | 402 | |

Plus over 25 Regional Sports Networks

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Get Connected

Connect your DISH VIP® series DVR or Hopper receiver to your broadband internet service and gain instant access to thousands of On Demand movies and TV shows.

Visit mydish.com/getconnected

DISHperks

There are a lot of benefits to being a DISH customer. You get things like month-long free previews, sweepstakes for trips, HDTVs and more, exclusive free shows, new channels, and tons of online content. And it's all included with your DISH service.

Get all the extras for nothing extra. Visit dishperks.com

Need some help?

- mydish.com/support
- facebook.com/dish
- twitter.com/dish
- DISH 101 - Support Channel (Ch. 101)



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THERE'S SOMETHING FOR EVERYONE

America's Top 120

| | | | |
|----------------|----------------------------------|----------------|------------|
| A&E | A&E | HD | 118 |
| ABC | ABC Family | HD | 190 |
| ALIVE | America Live | | 219 |
| ANGEL | Angel One | | 282 |
| ANGEL2 | Angel Two | | 266 |
| AXS | AXS TV | HD ONLY | 131 |
| BTV | Business Television | | 9502 |
| BUY1 | Buy1 | | 221 |
| TOON | Cartoon Network (E) SAP | HD | 176 |
| TOONW | Cartoon Network (W) | HD | 177 |
| CCTVE | CCTV-E | | 884 |
| CCNEWS | CCTV-News | | 285 |
| CHROH | Church Channel | | 258 |
| CMT | CMT | HD | 166 |
| CNBC | CNBC | HD | 208 |
| CNN | CNN | HD | 200 |
| CHDY | Comedy Central | HD | 107 |
| CSPAN2 | C-SPAN2 | | 211 |
| DYSTR | Daystar | | 263 |
| DISC | Discovery Channel | HD | 182 |
| DISE | Discovery Channel (E) SAP | HD | 172 |
| DISW | Discovery Channel (W) | HD | 173 |
| DOC | Documentary Channel | | 197 |
| ET | Entertainment Television | HD | 114 |
| ESPN | ESPN | HD | 140 |
| ESPN2 | ESPN2 | HD | 144 |
| ESPN3 | ESPN3 | | 142 |
| ESPN4 | ESPN4 | | 141 |
| FOOD | Food Network | HD | 110 |
| FXNEWS | FOX News Channel | HD | 136 |
| FX | FX | HD | 114 |
| GEMS | Gems & Jewelry TV | | 229 |
| HGTV | HGTV | HD | 112 |
| HIST | History | HD | 120 |
| HNN | HLN | HD | 202 |
| HRTV | HorseRacingTV | | 404 |
| HSN | HSN | | 84 |
| HSN2 | HSN2 | | 226 |
| ICTV | In Country Television | | 230 |
| INSP | Inspiration Network | | 259 |
| ION | ION (E) | | 216 |
| IONW | ION (W) | | 217 |
| JTV | Jewelry Television | | 227 |
| LIFE | Lifetime | HD | 108 |
| MALL | Mail | | 220 |
| MTV | MTV | HD | 160 |
| MTV2 | MTV2 | | 161 |
| NICK | Nick/Nick at Nite (E) SAP | HD | 170 |
| NICKW | Nick/Nick at Nite (W) | HD | 171 |
| PRAYR | Prayer | | 256 |
| CVC | CVC | | 137 |
| REELZ | ReelzChannel | HD | 299 |
| SALE | Sale | | 225 |
| SHOP | shop | | 224 |
| SHNBC | ShopNBC | | 228 |
| SBN | SonLife Broadcasting Network | | 257 |
| SPIKE | Spike TV | HD | 168 |
| SYFY | Syfy | HD | 122 |
| TBS | TBS | HD | 139 |
| TLC | TLC | HD | 183 |
| TNT | TNT | HD | 138 |
| TRV | Travel Channel | | 198 |
| TVGAM | TV Game Network | | 405 |
| TVGN | TV Guide Network | | 117 |
| TVLND | TV Land | | 106 |
| USA | USA | HD | 105 |
| VH1 | VH1 | HD | 162 |
| TWC | Weather Channel | HD | 214 |

SiriusXM Music Channels

| | |
|------------------------------|-----------|
| Hopper | 99 |
| All other receivers | 6002-8099 |
| DishCD Music Channels | |
| Hopper | 98 |
| All other receivers | 850-881 |

America's Top 200

includes all of America's Top 120 and the channels listed below.

| | | | |
|---------------|------------------------------------|------------|------------|
| APL | Animal Planet | HD | 184 |
| BBCA | BBC America | HD | 135 |
| BET | BET | HD | 124 |
| BIG10 | Big Ten Network | HD | 438 |
| BRAVO | Bravo | HD | 129 |
| CBSSN | CBS Sports Network | HD | 158 |
| CURNT | Current TV | | 215 |
| DISXD | Disney XD | SAP | 174 |
| FOX8 | Fox Business Network | HD | 206 |
| G4 | G4 | HD | 191 |
| GLVSN | Galavision | HD | 273 |
| GOLF | Golf Channel | HD | 401 |
| GSN | GSN | HD | 116 |
| HLMRK | Hallmark Channel | HD | 185 |
| HUB | Hub | HD | 179 |
| HD | Investigation Discovery | HD | 192 |
| LMN | Lifetime Movie Network | HD | 109 |
| MLBN | MLB Network | HD | 152 |
| MSNBC | msnbc | HD | 209 |
| NTGEO | National Geographic Channel | HD | 166 |
| NBA TV | NBA TV | HD | 156 |
| NFL | NFL Network | HD | 154 |
| NHLN | NHL Network | HD | 157 |
| NJR | Nick Jr. | | 169 |
| NUVO | nuvoTV | | 187 |
| OVATN | Ovation | | 291 |
| OWN | OWN: Oprah Winfrey Network | HD | 189 |
| OXYGN | Oxygen | HD | 127 |
| RFD TV | RFD-TV | HD | 231 |
| SCI | Science | HD | 193 |
| SOAP | SOAPnet | | 253 |
| SPEED | SPEED | HD | 150 |
| STYLE | Style | HD | 115 |
| TNCK | TeenNick | | 181 |
| FTRAE | TeleFutura (E) | | 271 |
| FTRAW | TeleFutura (W) | HD | 272 |
| truTV | truTV | HD | 204 |
| TGM | Turner Classic Movies | HD | 332 |
| UNVSN | Univision (E) | HD | 270 |
| UNVSW | Univision (W) | | 828 |
| UDEP | Univision Deportes Network | | 869 |

General Channels¹

| | | |
|--------------|------------------------------------|------------|
| BABY1 | BabyFirstTV | 8400 |
| BLOCK | Blockbuster Studio Channel | 102 |
| BYUTV | BYUTV | 8403 |
| CTN | Christian Television Network | 267 |
| ARTS | Classic Arts Showcase | 8406 |
| CSPAN | C-SPAN | 210 |
| DM101 | DISH 101 | 101 |
| EARTH | DISH Earth | 287 |
| HOME | DishHOME (not available on Hopper) | 100 |
| ENLC | Enlace | 8411 |
| EWTV | Eternal Word Television SAP | 261 |
| PREVW | Free Preview Guide | 103 |

Local Networks 2-70



Regional Sports Networks*

Hopper 412
All other receivers 409-437

HD - Channels are broadcast in SD and HD unless noted as **HD ONLY**.
To view channels broadcast in HD, you need an HD TV, a DISH HD receiver, and a USB HD add-on package.
BOLD - Channels in bold are some of our most popular channels.
SAP - Spanish audio feed available. Audio disponible en español.
Available on select HD channels.

America's Top 250

includes all of America's Top 200 and the channels listed below.

| | | | |
|----------------------------|-------------------------------|----------------|------------|
| BIO | Bio | HD | 119 |
| BITV | Bloomberg Television | HD | 203 |
| BOOM | Boomerang | SAP | 175 |
| CHIRP | CHIRP | | 168 |
| CLOO | cloo | | 198 |
| COOK | Cooking Channel | HD | 113 |
| AMERI | Destination America | HD | 194 |
| DIY | DIY | HD | 111 |
| ENCOR | Encore (E) | HD ONLY | 340 |
| ENGRW | Encore (W) SAP | | 341 |
| EACTN | Encore Action | | 343 |
| EDRAM | Encore Drama | | 345 |
| ENFAM | Encore Family | | 347 |
| ELOVE | Encore Love | | 348 |
| ESUSP | Encore Suspense | | 344 |
| EWSTN | Encore Westerns | | 342 |
| EPXDR | EPiX DRIVE-IN | SAP | 292 |
| FOXMO | Fox Movie Channel | | 133 |
| FSC | Fox Soccer Channel | HD | 406 |
| FUEL | FUEL TV | | 398 |
| GMC | gmc | | 188 |
| GAC | Great American Country (GAC) | | 165 |
| H2 | H2 | HD | 121 |
| HMC | Hallmark Movie Channel | HD | 187 |
| MIL | Military Channel | | 195 |
| MPLX | MoviePix | | 377 |
| MUN2 | mun2 | | 838 |
| NATGW | Nat Geo WILD | HD | 190 |
| NBCSP | NBC Sports Network | HD | 159 |
| NICKN | Nicktoons Network | HD | 178 |
| OTDCH | Outdoor Channel | | 295 |
| RURAL | Rural TV | | 232 |
| SPMAN | Sportsman Channel | HD | 395 |
| TENNIS | Tennis Channel | HD | 400 |
| TMC-W | The Movie Channel (W) SAP | | 329 |
| VERIA | Vena | HD | 218 |
| VH1CL | VH1 Classic | | 163 |
| DISH Music Channels | | | |
| Hopper | | | 98 |
| All other receivers | | | 923-946 |

| | | |
|--------------|-----------------------------------|------------|
| FSTV | Free Speech TV | 8416 |
| KBS | KBS World | 8994 |
| KTV | Kids & Teens Television (KTV) | 264 |
| LINK | Link TV | 8410 |
| NASA | NASA | 212 |
| ONPPV | Pay-Per-View Guide | 500 |
| PNTGN | Pentagon | 9405 |
| TBN | TBN | 280 |
| IMPCT | The Impact Network | 9387 |
| 3ABN | Three Angels Broadcasting Network | 9389 |
| VME | V-ME | 8414 |

Pay-Per-View

| | | |
|--------------|-----------------|---------|
| MOVIE | DISH Cinema | 1 |
| MOVIE | DISH Cinema | 500-558 |
| SPORT | Sports & Events | 454-472 |

1. Channel availability based on one or more of the following: geographical location, time zone, programming package, dish antenna.

*Available with Multi-Sport Pack or a minimum of America's Top 120 Plus package.

Smart Pack

| | | | |
|---------------|-------------------------------|------------|-----|
| ALIVE | America Live | 219 | |
| ANGEL | Angel One | 282 | |
| ANGEL2 | Angel Two | 266 | |
| APL | Animal Planet | 184 | |
| BIO | Bio | 119 | |
| BITV | Bloomberg Television | 203 | |
| BOOM | Boomerang | SAP | 175 |
| BUY1 | Buy1 | 221 | |
| CBSSN | CBS Sports Network | 158 | |
| CCNEW | CCTV-News | 285 | |
| COOK | Cooking Channel | 113 | |
| CSPN2 | C-SPAN2 | 211 | |
| DYSTR | Daystar | 283 | |
| DIY | DIY | 111 | |
| DOC | Documentary Channel | 197 | |
| FOOD | Food Network | 110 | |
| FXNEWS | FOX News Channel | 205 | |
| GEMS | Gems and Jewelry | 229 | |
| GAC | Great American Country (GAC) | 165 | |
| HLMRK | Hallmark Channel | 185 | |
| HMC | Hallmark Movie Channel | 187 | |
| HLN | HLN | 202 | |
| HSN | HSN | 84 | |
| HSN2 | HSN2 | 226 | |
| HUB | Hub | 179 | |
| ICTV | In Country Television | 230 | |
| JTV | Jewelry Television | 227 | |
| MALL | Mail | 220 | |
| NICK | Nick/Nick at Nite (E) | 170 | |
| NICKW | Nick/Nick at Nite (W) | 171 | |
| NICKT | Nicktoons Network | 178 | |
| OTDCH | Outdoor Channel | 295 | |
| CVC | CVC | 137 | |
| RFDTV | RFD-TV | 231 | |
| SALE | Sale | 225 | |
| SCI | Science | 193 | |
| SHOP | shop | 224 | |
| SHNBC | ShopNBC | 228 | |
| TVLND | TV Land | 106 | |
| TWC | Weather Channel | 214 | |



dish

For the most up-to-date Channel Lineup Card, please visit mydish.com/channelcard.



PREMIER package

285+ digital channels

Print channels for ZIP Code 17303 (No locals available)

PRINT

EN ESPAÑOL

| | | | | | |
|--------------|-----|-------|-----|------|-----|
| ONCE México* | 447 | V-me* | 440 | mun2 | 410 |
|--------------|-----|-------|-----|------|-----|

NATIONALS

| | | | | | | | | | | | |
|--------------------------------------|------|---------------------------------|---|-----------------------------|-------------------------|--------------------------------|------------------------------------|-----------------------|--------------|-----|-----|
| 3net (HD) | | 107 | Disney Channel (West) | 291 | Hope* | 368 | RFD TV | 345 | | | |
| AGÉ | | 265 | Disney XD | | 292 | INSP | 364 | ReelzChannel | 238 | | |
| ABC Family | | 311 | Documentary Channel | 267 | ION Television | 305 | SOAPnet | 262 | | | |
| American Movie Classics (AMC) | | 254 | E! Entertainment | 236 | ION Television West | 347 | Science Channel | | 284 | | |
| Animal Planet | | 282 | ESPN | | 206 | Independent Film Channel (IFC) | 559 | ShopNBC | 316 | | |
| Audience Network | | 239 | ESPN 3D (HD) | | 106 | Investigation Discovery (ID) | 285 | Speed Channel | | 607 | |
| BBC America | 264 | ESPNZ | | 209 | Jewelry Television | 313 | Spike | | 241 | | |
| BYU TV | 374 | ESPNEWS | | 207 | Jewish Life Television* | 366 | Style | 235 | | | |
| Big Ten Network | | 610 | ESPNU | | 208 | Lifetime | | 252 | Syfy Channel | | 244 |
| Biography Channel | | 266 | EWTN | 370 | Lifetime Movie Network | 253 | TBS | | 247 | | |
| Black Entertainment Television (BET) | | 329 | Enlace Christian Television* | 448 | LinkTV | 375 | TCT Network | 377 | | | |
| Bloomberg Television | 353 | FUEL TV | | 618 | Logo | 272 | TNT | | 245 | | |
| Boomerang | 298 | FX | | 248 | MHz WORLDVIEW* | 2183 | TV Guide Network | 273 | | | |
| Bravo | | 237 | Food Network | | 231 | MLB Network | | 213 | TV Land | 304 | |
| CBS Sports Network | | 613 | Fox Business Network | | 359 | MSNBC | | 356 | TV One | 328 | |
| CCTV-9 | 2053 | Fox Movie Channel | 258 | MTV | | 331 | TeenNick | 303 | | | |
| CMT | | 327 | Fox News Channel | | 360 | MTV2 | 333 | Tennis Channel | | 217 | |
| CNBC | | 355 | Free Speech TV* | 348 | Military Channel | 287 | The Hub | 294 | | | |
| CNBC World | 357 | Fuse | 339 | NASA TV | 289 | The Learning Channel | | 280 | | | |
| CNN | | 202 | GEM NET (Global Expansion Media Network)* | 2068 | NBA TV | | 216 | The Sportsman Channel | 605 | | |
| CSPAN 1 | 350 | GOD TV | 365 | NFL Network | | 212 | The Word Network | 373 | | | |
| CSPAN 2 | 351 | GSN, the network for games | 233 | NHL Network | | 215 | Travel Channel | | 277 | | |
| Cartoon Network (East) | | 296 | Galavision | 404 | NRB | 378 | Trinity Broadcasting Network (TBN) | 372 | | | |
| Cartoon Network (West) | 297 | Go!TV HD English | | 620 | Nat Geo WILD | 283 | TruTV | 246 | | | |
| Centric | 330 | Golden Eagle Broadcasting* | 363 | National Geographic Channel | | 276 | Turner Classic Movies (TCM) | 256 | | | |
| Chiller | 257 | Golf Channel | | 218 | Nick Jr. | 301 | USA Network | | 242 | | |
| Christian Television Network (CTN) | 376 | Gospel Music Channel | 338 | Nickelodeon (East) | | 299 | Univision | 402 | | | |
| Church Channel | 371 | Great American Country | 326 | Nickelodeon (West) | 300 | VH1 | | 335 | | | |
| Cloo | 308 | HZ | 271 | Nicktoons Network | 302 | VH1 Classic | 337 | | | | |
| Comedy Central | | 249 | HD Theater | | 281 | OWN | 279 | Versus | | 603 | |
| Cooking Channel | 232 | HDNet | | 306 | Ovation TV | 274 | WE: Women's Entertainment | 260 | | | |
| Current TV | 358 | HITN* | 438 | Oxygen | 251 | WGN America | | 307 | | | |
| DIY Network | 230 | Hallmark Channel | | 312 | PBS | 0 | Weather Channel | | 362 | | |
| Daystar | 369 | Headline News | 204 | PBS Kids Sprout | 295 | World Harvest Television | 367 | | | | |
| Discovery Channel | | 278 | History Channel | | 269 | n3D | | 103 | | | |
| Discovery Fit & Health | 261 | Home & Garden Television (HGTV) | | 229 | Pursuit Channel | 608 | | | | | |
| Disney Channel (East) | | 290 | Home Shopping Network | 240 | QVC | 275 | | | | | |

PREMIUMS

| | | | | | | | | | | | |
|------------------|-----|---------------|--------------------|--------------|--------------------|------------------|---|--------------------------|--------------------|------|-----|
| 5STARMAX HD East | | 520 | FLIX ON DEMAND® | 1557 | MoreMAX | | 517 | STARZ® ON DEMAND | 1527 | | |
| @MAX HD East | | 523 | FOX Deportes | 624 | Outdoor Channel | 606 | Showtime Beyond HD | | 550 | | |
| ActionMAX HD | | 519 | Flix | 557 | SHOWTIME | | 545 | Showtime Next HD | | 551 | |
| Cinemax East | | 515 | Fox Soccer Channel | | 619 | SHOWTIME (West) | | 546 | Showtime Women HD | | 552 |
| Cinemax West | | 516 | Go!TV | 620 | SHOWTIME 2 | | 547 | Sundance Channel | 558 | | |
| ENCORE (East) | | 535 | HBO (East) | | 501 | SHOWTIME Extreme | | 549 | Sundance ON DEMAND | 1558 | |
| ENCORE (West) | 536 | HBO (West) | | 504 | SHOWTIME ON DEMAND | 1545 | THE MOVIE CHANNEL™ ON DEMAND | 1554 | | | |
| ENCORE Action | 541 | HBO 2 (East) | | 502 | SHOWTIME Showcase | | 548 | TMC Xtra HD East | | 556 | |
| ENCORE Drama | 540 | HBO 2 (West) | 505 | STARZ (East) | | 527 | TYG - The Interactive Horseracing Network | 602 | | | |
| ENCORE Family | 542 | HBO Comedy HD | | 506 | STARZ (West) | | 528 | The Movie Channel (East) | | 554 | |

| PREMIUMS | | | |
|------------------------|--------|--------------------------|--------|
| ENCORE Love | 537 | HBO Family (East) | HD 507 |
| ENCORE Suspense | 539 | HBO Family (West) | 508 |
| ENCORE Westerns | 538 | HBO Latino | HD 511 |
| ENCORE ON DEMAND | 1535 | HBO Signature | HD 503 |
| ESPN Classic Sports | 614 | HBO Zone HD | HD 509 |
| STARZ Cinema HD | HD 531 | STARZ Comedy HD | HD 526 |
| STARZ Edge | HD 529 | STARZ InBlack | HD 530 |
| STARZ Kids & Family HD | HD 525 | The Movie Channel (West) | 555 |
| | | ThrillerMAX HD | HD 522 |
| | | WMAX HD East | HD 521 |

| REGIONAL SPORT NETWORKS | | | |
|--------------------------------|--------|--------------------------------|--------|
| Altitude Sports & Ent. 681 | HD 681 | FS Arizona | HD 686 |
| Altitude Sports Alternate 682 | HD 682 | FS Cincinnati | HD 661 |
| CSN Bay Area | HD 696 | FS Detroit | 663 |
| CSN Bay Area Alternate 697 | HD 697 | FS Detroit Plus | HD 664 |
| CSN California | HD 698 | FS Florida | HD 654 |
| CSN California alt 699 | 699 | FS Florida Plus | HD 655 |
| CSN Chicago Alt. #2 | 667 | FS Midwest | HD 671 |
| CSN MidAtlantic Alt. | HD 643 | FS North | HD 668 |
| CSN MidAtlantic 642 | HD 642 | FS Ohio | HD 660 |
| CSN New England 630 | HD 630 | FS South | HD 646 |
| Comcast SportsNet Chicago 665 | HD 665 | FS South Plus | HD 647 |
| FS South Plus (2) | HD 648 | FS Southwest | HD 676 |
| FS Southwest Plus | HD 677 | FS Southwest Plus | HD 677 |
| FS West | HD 692 | FS West | HD 692 |
| MASN 640 | HD 640 | MASN 640 | HD 640 |
| MSG Plus 635 | HD 635 | MSG Plus 635 | HD 635 |
| Madison Square Garden 634 | HD 634 | Madison Square Garden 634 | HD 634 |
| NESN 628 | HD 628 | NESN 628 | HD 628 |
| Prime Ticket | HD 694 | Prime Ticket | HD 694 |
| ROOT SPORTS Northwest | HD 687 | ROOT SPORTS Northwest | HD 687 |
| ROOT SPORTS Pittsburgh | HD 659 | ROOT SPORTS Pittsburgh | HD 659 |
| ROOT SPORTS Rocky Mountain | HD 683 | ROOT SPORTS Rocky Mountain | HD 683 |
| SportSouth | HD 649 | SportSouth | HD 649 |
| SportSouth Plus | HD 650 | SportSouth Plus | HD 650 |
| SportsNet New York 639 | HD 639 | SportsNet New York 639 | HD 639 |
| SportsTime Ohio 662 | HD 662 | SportsTime Ohio 662 | HD 662 |
| Sun Sports | HD 653 | Sun Sports | HD 653 |
| Sun Sports Plus | HD 656 | Sun Sports Plus | HD 656 |
| Yankee Ent. & Sports (YES) 631 | HD 631 | Yankee Ent. & Sports (YES) 631 | HD 631 |

| SATELLITE RADIO | | | |
|------------------------------------|-----|----------------------------------|-----|
| SONICTAP: 60's Revolution | 803 | SONICTAP: College Rock | 831 |
| SONICTAP: 70's Hits | 804 | SONICTAP: Dance | 859 |
| SONICTAP: 8-Tracks | 840 | SONICTAP: Familiar Favorites | 880 |
| SONICTAP: 80's Hits | 805 | SONICTAP: Fiesta Tropical | 870 |
| SONICTAP: 90's Hits | 806 | SONICTAP: Flashback/New Wave | 839 |
| SONICTAP: Adult Alternative | 832 | SONICTAP: Folk Rock | 813 |
| SONICTAP: Adult Contemporary | 821 | SONICTAP: Full Metal Jacket | 830 |
| SONICTAP: Alternative | 834 | SONICTAP: Gospel Glory | 827 |
| SONICTAP: Bailamos! | 869 | SONICTAP: Great Standards | 855 |
| SONICTAP: Be-Tween | 867 | SONICTAP: Groove Lounge | 824 |
| SONICTAP: Beautiful Instrumentals | 820 | SONICTAP: Hair Guitar | 829 |
| SONICTAP: Big Band/Swing | 801 | SONICTAP: Hallelujah | 828 |
| SONICTAP: Bluegrass | 812 | SONICTAP: Hit Country | 809 |
| SONICTAP: Blues | 854 | SONICTAP: Holidays & Happenings | 815 |
| SONICTAP: Carnaval Brasileiro | 877 | SONICTAP: Honky Tonk Tavern | 811 |
| SONICTAP: Classic Hits Blend | 837 | SONICTAP: Hot Jamz | 825 |
| SONICTAP: Classic Jazz Vocal Blend | 850 | SONICTAP: Hottest Hits | 818 |
| SONICTAP: Classic R&B | 842 | SONICTAP: Hurbano | 875 |
| SONICTAP: Classic Rock | 833 | SONICTAP: Hype | 847 |
| SONICTAP: Classic Rock Workout | 862 | SONICTAP: Ink'd | 835 |
| SONICTAP: Coffeehouse Rock | 848 | SONICTAP: Irish | 883 |
| SONICTAP: Italian Bistro Blend | 881 | SONICTAP: Italian Contemporary | 882 |
| SONICTAP: Italian Contemporary | 882 | SONICTAP: Jazz | 852 |
| SONICTAP: Latin Hits | 871 | SONICTAP: Latin Jazz | 879 |
| SONICTAP: Latin Jazz | 879 | SONICTAP: Light Classical | 866 |
| SONICTAP: Love Songs | 819 | SONICTAP: Love Songs | 819 |
| SONICTAP: Matt Shop Oldies | 802 | SONICTAP: Mariachi | 876 |
| SONICTAP: Mariachi | 876 | SONICTAP: Metro Blend | 853 |
| SONICTAP: Metro Blend | 853 | SONICTAP: Modern Country | 814 |
| SONICTAP: Modern Country | 814 | SONICTAP: Modern Workout | 860 |
| SONICTAP: Modern Workout | 860 | SONICTAP: Musica De Las Americas | 872 |
| SONICTAP: Musica De Las Americas | 872 | SONICTAP: New Age | 856 |
| SONICTAP: New Age | 856 | SONICTAP: Old School Funk | 844 |
| SONICTAP: Old School Funk | 844 | SONICTAP: PUMP! | 861 |
| SONICTAP: PUMP! | 861 | SONICTAP: Piano | 865 |
| SONICTAP: Piano | 865 | SONICTAP: Rat Pack | 807 |
| SONICTAP: Rat Pack | 807 | SONICTAP: Reality Bites | 838 |
| SONICTAP: Reality Bites | 838 | SONICTAP: Red, Rock and Blues | 810 |
| SONICTAP: Red, Rock and Blues | 810 | SONICTAP: Reggae | 863 |
| SONICTAP: Reggae | 863 | SONICTAP: Regional Mexican | 873 |
| SONICTAP: Regional Mexican | 873 | SONICTAP: Retro Disco | 845 |
| SONICTAP: Retro Disco | 845 | SONICTAP: Rock en Espanol | 878 |
| SONICTAP: Rock en Espanol | 878 | SONICTAP: Salsa | 874 |
| SONICTAP: Salsa | 874 | SONICTAP: Showtunes | 823 |
| SONICTAP: Showtunes | 823 | SONICTAP: Silky Soul | 843 |
| SONICTAP: Silky Soul | 843 | SONICTAP: Silver Screen | 822 |
| SONICTAP: Silver Screen | 822 | SONICTAP: Singer-Songwriters | 836 |
| SONICTAP: Singer-Songwriters | 836 | SONICTAP: Smooth Jazz | 851 |
| SONICTAP: Smooth Jazz | 851 | SONICTAP: Soft Hits | 849 |
| SONICTAP: Soft Hits | 849 | SONICTAP: Spike | 841 |
| SONICTAP: Spike | 841 | SONICTAP: SubTerranean | 858 |
| SONICTAP: SubTerranean | 858 | SONICTAP: Symphonic | 864 |
| SONICTAP: Symphonic | 864 | SONICTAP: The Boombbox | 846 |
| SONICTAP: The Boombbox | 846 | SONICTAP: The Playground | 868 |
| SONICTAP: The Playground | 868 | SONICTAP: The Spirit | 826 |
| SONICTAP: The Spirit | 826 | SONICTAP: Today's Hits | 816 |
| SONICTAP: Today's Hits | 816 | SONICTAP: Traditional Country | 808 |
| SONICTAP: Traditional Country | 808 | SONICTAP: Tranquility | 884 |
| SONICTAP: Tranquility | 884 | SONICTAP: Y2k Hits | 817 |
| SONICTAP: Y2k Hits | 817 | SONICTAP: Zen | 857 |
| SONICTAP: Zen | 857 | | |

| LOCALS | | | |
|------------|-------|------------|-------|
| WGAL (NBC) | HD 8 | WHTM (ABC) | HD 27 |
| WHP (CBS) | HD 21 | WTF (PBS) | HD 33 |
| | | WLYH (CW) | 15 |
| | | WPMT (FOX) | HD 43 |

*The following channels require a special dish or equipment: MHz, GEM NET, Hope Channel, JLTV, Once, HITN, V-Me, Enlace, Golden Eagle Broadcasting, and Free Speech TV. Please call 1-800-531-5000 for more information.

EXHIBIT 2

**INFORMAL PROPOSAL
PURSUANT TO 47 U.S.C. 3 546(h)**

CABLE COMMUNICATIONS FRANCHISE

**A NON-EXCLUSIVE FRANCHISE
TO CONSTRUCT, OPERATE, AND MAINTAIN
A CABLE COMMUNICATIONS SYSTEM**

TO BE ISSUED TO

THREE RIVERS CABLE ASSOCIATES, L.P.

d/b/a ADELPHIA CABLE COMMUNICATIONS

BY

THE CITY OF DANVILLE, VIRGINIA

request, provided that the household is located within 150 feet of the existing system and the installation is standard.

- C. No Subscriber shall be refused service arbitrarily. However, for special circumstances (such as a Subscriber's request to locate the cable drop underground, or the need for under-highway crossings, or the existence of more than one hundred fifty (150) feet of distance from distribution cable to connection of service to Subscribers, or a density of fewer than fifteen (15) households per 2,640 cable-bearing strand feet of distribution cable) Cable Service may be made available on the basis of a capital contribution in aid of construction, including cost of material, labor, and easements. For the purpose of determining the amount of capital contribution in aid of construction to be borne by Grantee and Subscribers in the area in which Cable Service may be extended, Grantee will contribute an amount equal to the construction and other costs per half mile, multiplied by a fraction whose numerator equals the actual number of potential subscribers desiring service per 2,640 cable-bearing strand feet of its trunk or distribution cable, and whose denominator equals fifteen (15) Subscribers. Potential subscribers will bear the remainder of the construction and other costs on a pro rata basis. Grantee may require that the payment of the capital contribution in aid of construction borne by such potential subscribers be paid in advance. When counting the number of potential subscriber households requesting service under this provision, households then subscribing to a satellite direct-to-home service shall be counted as one-quarter (1/4) household.

- 5.2 Required Extensions of Service. Whenever Grantee shall receive a request for service from at least fifteen (15) households, which have agreed to pay for service for one year, within 2,640 cable-bearing strand feet (one-half mile) of its distribution cable, it shall extend its Cable System to such Subscribers at no cost to said Subscribers for system extension, other than the usual connection fees for all Subscribers. When counting the number of subscriber households requesting service under this provision, households then subscribing to a satellite direct-to-home service shall be counted as one-quarter (1/4) household.

SECTION 6 ADDITIONAL CHANNEL AND FACILITIES REQUIREMENTS

- 6.1. Government and Educational (GE) Programming Support. The Company agrees and acknowledges that its provision of the services, facilities and equipment as set forth below, all of which, unless otherwise specified, are in support of the City's educational and governmental ("GE Programming") channel requirements and shall be provided on a no-cost basis to the City, is not and shall not be deemed as an in-

kind equivalent to any Franchise Fee payment unless required by preempting federal law or regulation or stated to the contrary herein. The Company agrees to and shall comply with all additional channel requirements described in this Section at such time as System channel capacity is available therefor, and agrees that it shall exert reasonable efforts to so comply at the earliest possible date. The City is not requiring that the Company provide a Public access channel as a part of its obligation under this Franchise Agreement. The Company acknowledges that it offers leased access to the cable system for members of the public that wish to promote certain programming. The access to the cable system through leased access and the rates charged for such access are controlled by the Company.

- 6.2 Governmental and Educational Support. The Company agrees to provide within the City one free standard cable drop, one free converter/descrambler (if required), one energized outlet (and up to three energized outlets at the Danville Municipal Building), Basic Service (sometimes referred to herein as "Broadcast Service") and Cable Programming Service (sometimes referred to herein as "Satellite Service") at no charge to each governmental or school division building, fire station, police station, library, school, community center and/or other City/School Board-owned or City/School Board occupied buildings (excluding housing units, outbuildings, storage facilities and buildings owned by the City but not used for governmental purposes), located within the City's corporate limits and within 200 feet of existing plant, as requested by the City or such other agency or entity that exercises dominion or control over the facility to which the provisions of this section apply. Any attached structures shall be treated as separate buildings if so identified. The Company agrees to provide or extend the foregoing to any future buildings or facilities of the above-described nature that are established within the City. Any standard cable drop provided hereunder may be internally extended without imposition of any fee therefore by the Company, however, any such extension performed by the City shall be in accordance with all applicable state and federal rules and regulations.

The Company expressly agrees to provide one free standard cable drop, one free converter/descrambler (if needed), and one energized outlet and Basic Service and Cable Programming Service at no charge, to all public and private primary and secondary schools in the City located within 200 feet of the existing cable system, and to the central office building of the Danville City School Division (within which the Company shall, at no cost to the City, install up to two energized outlets at locations specified by the said Danville City School Division); and shall also provide or extend the foregoing to any future public and private primary and secondary schools in the City located within 200 feet of the cable system. Each standard cable drop so provided may be internally extended without imposition of any fee therefor by the Company, however, any such extension performed by the City shall be in accordance with all applicable state and federal rules and

regulations. With respect to any future educational structures or facilities established within the City, the Company agrees that it shall assist the City with the contracting of services to provide one energized outlet within each classroom (whether such classroom is a permanent structure or otherwise) and two energized outlets in the main office area for each such future educational structure or facility.

The Company agrees that it shall assist the City, as requested by the Danville City School Division, in the maintenance of all Cable up to the demarcation point of all educational structures or facilities established within the City. The Company agrees to provide the City with consultative assistance, as requested by the City or City School District, with respect to the installation or maintenance of any cable or wiring installed or to be installed within such structures.

As of the time of the execution of this Franchise Agreement the City intends to utilize on a cooperative basis with the Danville City School Division, the Government-Educational (GE) Channel for the dissemination of educational programming as determined by the Danville City School Division, as well as other programming as determined by the City, for so long as the capacity of such channel is sufficient to support such dual usage. If so determined by the City Manager, the Company shall, within six months following notification received from the City, but not before System channel capacity is available, provide and make available for use by the Danville City School Division a separate activated Educational Channel in addition to the Governmental Channel, which new channel shall be designated as the City Educational Channel and which shall at all times be carried as part of the Basic Service (Broadcast Service) tier offered to Subscribers by the Company. The Company will continue to maintain the old Government-Education (GE) Channel as a new Government only Channel. Should the Company decide to relocate the Government-Education (GE) Channel, then the Company shall provide reasonable advertising to viewers as to the location of the new Government-Education (GE) Channel.

If and when activated, the City Educational Channel shall be configured to permit the introduction of live and videotaped programming onto such channel. Signal insertion capability for the City Educational Channel shall be provided as currently exists at George Washington High School and O.T. Bonner Middle School. In addition, the Company agrees to pay to the City Twenty Thousand Dollars (\$20,000) which the City shall be held in escrow to use for the construction of additional signal insertion locations or other cable line extensions not installed by the Company free of charge pursuant to this Section in order to provide service to municipal locations not currently served by the Cable System. Such municipal locations shall be selected by the City. The City agrees that any construction that it undertakes must be reviewed with Company prior to commencement and must be coordinated with proper Company officials. If after the term of this franchise the

City has not used all of the escrowed extension funds, then any funds remaining shall remain the property of the City.

The Company further agrees that it shall offer for purchase by the Danville City School Division, prior to the Company's sale or offer to sell to any other Person, any studio or headend equipment being phased out or replaced that, in the Company's reasonable estimation, would be required or appropriate for use in the production and/or videocasting of video programming. The City agrees that it will not use any such equipment to offer services in competition against the Company.

The Company agrees that it shall provide 50 copies of the magazine *Cable in the Classroom* each month to the Danville City School Division for subsequent distribution to the City's educational facilities.

- 6.3 The Government-Educational (GE) Channel. As of the date of this Agreement, the Company agrees to maintain on its System one separate video channel for Government-Educational (GE) programming. The channel referred to as the "Government-Educational Channel;" to be carried on all service tiers including the lowest cost service tier, and is to be controlled by the City with a signal insertion capability at the Danville Municipal Building, Adelpia's Patton St. Studio, G. W. High School, O. T. Bonner Middle School and any other such locations that may be constructed by the City pursuant to Section 6.2 of this Agreement.

The Government-Educational Channel shall be used for the carriage of programming to be determined by the City Manager, including live videocasts of City Council meetings and their video rebroadcasts, live videocasts of School Board meetings and their video rebroadcast, videotaped or live public safety programming. The City shall coordinate with the Danville City School Division for the insertion and carriage on the Government-Educational Channel of such programming as may be requested by the Danville City School Division. Signal insertion capability for the Government-Educational Channel shall remain at the Danville Municipal Building and Adelpia's Patton St. Studio throughout the term of this franchise. The Company shall also provide all technical and support services and functionality at its downtown studio to enable the City to display (1) a scrolling message system, and (2) e-banners on the Government and Educational Channels. The Company shall also provide all necessary technical and equipment support, as set forth in the attached equipment list, at its downtown studio to produce up to twenty (20) hours per month of original Government-Educational programming for the City's Government-Educational Channel. These hours of original programming shall be finished edited programming ready and suitable for broadcast on the Government-Educational Channel. The live broadcast and video rebroadcast of City Council or School Board meetings shall not be considered finished edited programming nor

shall such programming be counted against the City's twenty (20) hours of finished edited programming.

- 6.4 Additional Community Support. If appropriate, the City Manager shall determine and advise the Company which channel (i.e., the Government Channel or the City Educational Channel) shall provide carriage of the signals inserted from any of the insertion point locations detailed herein or any such locations constructed pursuant to Section 6.2 herein.
- 6.5 Digital Compatibility. In the event that the Company provides digital or other video programming signals on either or both of the Basic Service tier or the Cable Programming Service tier, if such video programming signals are incompatible with television sets then used at any City-owned or City-occupied buildings or any public or private primary and secondary school within the City, including the central office of the Danville City School Division, the Company shall at no cost to the City or other affected agency, division or department provide such converters as are required to allow reception of such video programming signals by all such television sets then in use.
- 6.6 Consultative Assistance and Maintenance of Equipment. The Company agrees that it shall provide, throughout the term of the Franchise hereby granted, such consultative assistance as the City and other agencies may reasonably request to maximize the utility of and benefit from the Government Channel and/or the City Educational Channel. The Company further agrees to provide and maintain the equipment listed on the attached Equipment List needed to support the City in its production of programming for the Government Channel and/or the City Educational Channel activities. The Company further agrees to produce all of the City's programming (up to a maximum of twenty (20) hours per month of edited programming ready and suitable for broadcast on the Government-Educational Channel by providing access to the Company's Patton Street studio facilities providing all labor and technological expertise necessary for the production of up to twenty (20) hours of finished edited programming to include such programs as the "City Manager Reports," "Chalk Talk," and such other special events programming for the City and/or School System as the City deems appropriate. The live broadcast and video rebroadcast of City Council or School Board meetings shall not be considered finished edited programming nor shall such programming be counted against the City's twenty (20) hours of finished edited programming. Company also agrees to give its technical support for a scrolling events calendar along the bottom of the Government-Educational Channel and e-banners to be broadcast on the Government-Educational Channel with music in the background.