



January 10, 2018

New York State Public Service Commission  
Secretary to the Commission  
Three Empire State Plaza  
Albany, New York 12223

Application by Mid-Hudson Cablevision, Inc. to the  
Town of Westerlo, Albany County, New York  
To Renew its Franchise Agreement

Pursuant to Part 894 of the rules of the New York State Public Service Commission, Mid-Hudson Cablevision, Inc., hereby respectfully notifies the Commission of its application to renew its franchise with the Town of Westerlo for a period of fifteen (15) years.

- 1. The legal name of the franchisee is: **Mid-Hudson Cablevision, Inc.**
- 2. Franchisee does business under the name of: **Mid-Hudson Cablevision, Inc.**
- 3. Franchisee's mailing address is: **P.O. Box 399, 200 Jefferson Heights  
Catskill, New York 12414**
- 4. Applicant's telephone number is: **(518) 943-6600**

5a. This notification concerns Mid-Hudson Cablevision's application for a franchise to provide cable television service to the Town of Westerlo, Albany County, New York. This application is applicable to a (15) fifteen year period with an automatic (5) five year renewal.

5b. The franchise serves the following additional municipalities:

Village of Catskill	Town of Livingston	Town of Windham
Village of Coxsackie	Town of Greenville	Town of Taghkanic
Town of New Baltimore	Town of Rensselaerville	Town of Prattsville
Town of Coeymans	Town of Gallatin	Town of Cairo
Town of Ashland	Town of Greenport	Town of Claverack
Town of Catskill	Town of Coxsackie	Town of Athens
City of Hudson	Town of Westerlo	Town of Stockport
Town of Bethlehem	Town of Durham	Village of Ravena
Village of Philmont	Village of Athens	

6. The number of subscribers in each of the municipalities is attached as "Exhibit A".

7. The signals regularly carried by Mid-Hudson Cablevision in the Town of Westerlo and the method of reception is attached as "**Exhibit B**".

8. Mid-Hudson Cablevision does provide Channel Capacity and limited production capacity for Local Origination. During the preceding twelve month period, approximately 1250 hours of Local Origination programming were carried by Mid-Hudson Cablevision. This programming consisted of public affairs, local items of interest and religious information.

9. The current monthly rates for service in the Town of Westerlo are:

Subscribers Basic Service \$ 83.95

Premium Services available from \$ 1.99 to \$ 20.95

10. There was no new construction placed in operations in the Town of Westerlo during the preceding twelve (12) months.

There were approximately 12 miles of new construction placed in operations in the communities specified in 5b (above) during the preceding twelve (12) months.

11. The significant achievements and improvements which Mid-Hudson Cablevision initiated over its duration of serving Westerlo are:

a. Introduced a digital platform using the Headend in the Sky (HITS) technology allowing the delivery over 100 television channels in a digital format plus 37 channels of digital music in addition to the existing 78 channels being delivered in the analog format. Additionally, Mid-Hudson introduced High Definition Television signals both off air and satellite.

b. Mid-Hudson Cable was the first independent cable system in the nation to launch Video On Demand (VOD) and Subscription Video On Demand (SVOD). Mid-Hudson launched VOD with content from iNDEMAND and SVOD with content from HBO and Cinemax in September of 2003. Mid-Hudson Cable launched High Definition Television in the fall of this year offering over 45 channels of High Definition programming and is continuing to add more.

c. Introduced Cable Modem technology for High Speed access to the Internet throughout the service area. Mid-Hudson Cable was the first in the Albany area to launch Voice Over Internet Protocol (VOIP) technology allowing high speed cable modem subscribers to call over the internet. Deployed DWDM equipment to provide more broadband capacity.

- d. Digitized the ad insertion capability and expanded that capability for digital insertion from 24 to 48 channels.
- e. The production of local monthly program entitled "*Connections*".
- f. The initiation of Cable Alliance for Education including the "Cable in the Classroom" project among local school districts.
- g. Mid-Hudson Cablevision won CTTANY Gilbert Award for the production of the United Way Telethon in 2000. Mid-Hudson Cablevision, Inc. won the Gilbert Award in 2002 for its production of "Every 15 Minutes".
- h. Mid-Hudson Cablevision was recognized by the Greene County Chamber of Commerce for producing and hosting the United Way Telethon. This award honors the most extraordinary contribution to economic progress, community improvement and quality of life in Greene County over the past year by a business operating in Greene County.
- i. Mid-Hudson was the first cable company in New York State to receive a loan from the United States Department of Agriculture (USDA) Rural Utilities Service (RUS) division for the expansion of High Speed Broadband access throughout low population, rural areas in New York State.
- j. Mid-Hudson introduced WatchTVEveryWhere (WTVE) a platform where you can view Mid-Hudson's cable channels across several devices as part of the subscription to Basic service.

12. The franchisee has filed with the New York State Public Service Commission its current statement of assessment pursuant to section 817 of the Executive Law, and its current annual financial report.

13. A true copy of the existing franchise agreement and letter notifying the franchise authority of Mid-Hudson Cablevision's intention to exercise its option to renew the franchise attached hereto.

14. A copy of the most recent test data is attached as "**Exhibit C**".

15. Mid-Hudson Cablevision provides public access in accordance with the rules of the New York State Department of Public Service and the Communications Policy Act of 1984. The primary public access channel is channel 11.

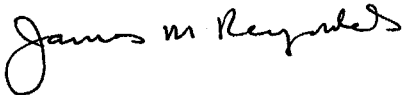
16. The proposed operations to continue providing cable television service to the Town of Westerlo, New York, would in no way be inconsistent with and Federal or State law or regulation.

17. A copy of proof of publication noticing this filing will be forwarded within the next fourteen days.

18. Proof that copy of this application has been filed with the municipality by certified mail is attached hereto.

If any further information is required, please do not hesitate to contact us.

Yours truly,

A handwritten signature in black ink that reads "James M. Reynolds". The signature is written in a cursive style with a large initial 'J'.

James M. Reynolds  
President

JMR/jm

cc: Shawn Marriott, Supervisor, Town of Westerlo

Electronic Filing PSC

**EXHIBIT A**

**TOWN OF WESTERLO  
FRANCHISE RENEWAL NOTIFICATION**

(Number of video subscribers from December 2017)

<b>Municipality</b>	<b>Total Basic Subscribers</b>	<b>Total Premiums Units</b>
Town of Catskill	1445	331
Village of Catskill	765	133
Town of Athens	491	121
Village of Athens	303	38
Town of Greenport	857	149
Town of Stockport	468	81
City of Hudson	1118	201
Town of Claverack	706	169
Village of Philmont	249	30
Town of Coxsackie	518	48
Village of Coxsackie	408	61
Village of Ravena	686	102
Town of Coeymans	278	56
Town of Bethlehem	18	1
Town of New Baltimore	306	40
Town of Cairo	1226	173
Town of Greenville	645	81
Town of Livingston	579	122
Town of Westerlo	286	40
Town of Gallatin	89	25
Town of Prattsville	92	4
Town of Windham	1207	191
Town of Ashland	95	22
Town of Durham	359	29
Town of Rensselaerville	224	26
Town of Taghkanic	69	33
Town of Ghent	37	1



# Exhibit B

Signals Carried by Mid-Hudson Cablevision, Inc.

<u>Channel #:</u>	<u>Channel Name</u>	<u>UDP</u>	<u>PID</u>	<u>SD/HD</u>	<u>EIA CHANNEL</u>	<u>FREQ.</u>
111	National Geographic Wild (formerly Reality TV)	2112	111	SD	14	123
133	Lifetime Real Women	2112	133	SD	14	123
776	STARZ Edge-HD	2112	776	HD	14	123
800	SHOWTIME-HD	2112	800	HD	14	123
603	Fox News-HD	9006	603	HD	15	129
630	ESPN 2-HD	9006	630	HD	15	129
664	FOOD Network-HD	9006	664	HD	15	129
182	MLB Network	2114	182	SD	16	135
204	HBO Comedy East	2114	204	SD	16	135
205	HBO Zone	2114	205	SD	16	135
277	Action Max	2114	277	SD	16	135
278	Thriller Max	2114	278	SD	16	135
911	Telemundo	2114	27	SD	16	135
191	OTB TV	2203	3	SD	22	171
608	WXXA-HD	2203	2	HD	22	171
613	WNYT-HD	2203	1	HD	22	171
999	EAS	2203	999	SD	22	171
26	Spike TV (changing to Paramount Network)	2101	26	SD	77	543
31	Nickelodeon	2101	31	SD	77	543
32	MSG (Madison Square Garden)	2101	32	SD	77	543
33	MSG PLUS (formerly FSN-NY)	2101	33	SD	77	543
37	Discovery	2101	37	SD	77	543
40	YES (Yankees Entertainment Sports)	2101	40	SD	77	543
52	Comedy Central	2101	52	SD	77	543
5	QVC	2102	5	SD	78	549
17	EWTN	2102	99	SD	78	549
23	Lifetime	2102	23	SD	78	549
25	Disney	2102	25	SD	78	549
39	A&E (Arts & Entertainment)	2102	39	SD	78	549
44	USA Network	2102	44	SD	78	549
56	E! Entertainment	2102	56	SD	78	549
63	VH-1 (Video Hits 1)	2102	63	SD	78	549
64	FOOD (Food Network)	2102	64	SD	78	549
69	AMC (American Movie Classics)	2102	69	SD	78	549
34	WE! Women's Entertainment	9001	34	SD	79	555
60	GSN (The Network of Games)	9001	60	SD	79	555
68	TCM (Turner Classic Movies)	6000	13	SD	79	555
72	Golf Channel	9001	72	SD	79	555
100	Discovery Family	9001	100	SD	79	555
101	Science (formerly Discovery Science Channel)	9001	101	SD	79	555
104	Own (formerly Discovery Health)	9001	104	SD	79	555
107	ESPN News	9001	107	SD	79	555
118	BBC America	9001	118	SD	79	555
120	Nick Jr. (formerly NOGGIN)	9001	120	SD	79	555
123	ifc (Independent Film Channel)	9001	123	SD	79	555
163	FXX	9001	163	SD	79	555
183	FOX College Sports - Atlantic	9001	183	SD	79	555
300	iN DEMAND PPV Events 1	6001	1	SD	80	661
301	iN DEMAND PPV Events 2	6001	2	SD	80	661
302	iN DEMAND PPV Movies 4	6001	3	SD	80	661
303	iN DEMAND PPV Movies 5	6001	4	SD	80	661
350	Playboy (6-hour blocks)	6000	9	SD	80	661
355	fresh! (6-hour blocks)	6004	13	SD	80	661
360	Spice XCESS (6-hour blocks)	6005	5	SD	80	661
365	ClubJenna (6-hour blocks)	6001	7	SD	80	661



28	ESPN Classic	6002	14	SD	81	667
50	HGTV	9002	50	SD	81	667
51	The History Channel	9002	51	SD	81	667
53	BRAVO	9002	53	SD	81	567
184	FOX College Sports - Central	9002	184	SD	81	567
406	Adult Contemporary	9002	406	MUSIC	81	567
407	Lite Classical	9002	407	MUSIC	81	567
408	Rock 'n' Roll Oldies	9002	408	MUSIC	81	567
409	Classic Rock	9002	409	MUSIC	81	567
410	Urban Beat	9002	410	MUSIC	81	567
202	HBO 2	9002	202	SD	81	567
203	HBO Signature	9002	203	SD	81	567
251	SHOWTIME 2	9002	251	SD	81	567
254	TMC (The Movie Channel)	9002	254	SD	81	567
281	STARZ Edge	9002	281	SD	81	567
284	Encore Suspense (formerly Encore Mystery)	9002	284	SD	81	567
285	Encore Western	9002	285	SD	81	567
286	Encore Love	9002	286	SD	81	567
200	HBO	6006	1	SD	83	579
201	HBO Family	6006	9	SD	83	579
250	SHOWTIME	6006	4	SD	83	579
252	SHOWTIME Showcase	6006	10	SD	83	579
253	SHOWTIME Extreme	6006	13	SD	83	579
255	TMC Xtra	6006	14	SD	83	579
275	Cinemax	6006	7	SD	83	579
276	More Max	6006	8	SD	83	579
280	STARZ	6006	12	SD	83	579
282	Encore	6006	11	SD	83	579
283	Encore Action	6006	2	SD	83	579
287	Encore Drama	6006	1	SD	83	579
109	POP TV Guide Channel	2211	4	SD	90	621
109	POP TV Guide Channel Network	2109	109	SD	90	621
113	REELZ Channel	2112	113	SD	90	621
114	Create	2112	114	SD	90	621
115	WMHT World	2112	115	SD	90	621
116	TBD formerly THIS TV	2112	116	SD	90	621
117	Charge TV formerly Grit TV	2112	117	SD	90	621
142	C-SPAN 1	2112	142	SD	90	621
143	C-SPAN 2	2112	143	SD	90	621
30	ESPN 2	9003	30	SD	91	627
47	NBC Sports Network	9003	47	SD	91	627
48	Syfy	9003	48	SD	91	627
59	National Geographic	9003	59	SD	91	627
73	FOX SPORTS 1	9003	73	SD	91	627
102	Destination America	9003	102	SD	91	627
103	ID Investigation America	9003	103	SD	91	627
105	American Heroes	9003	105	SD	91	627
121	CMT Music	9003	121	SD	91	627
122	MTV Classic	9003	122	SD	91	627
411	Coffeehouse Rock	6007	21	MUSIC	91	627
412	Dance	6007	22	MUSIC	91	627
413	Retro Disco	6007	23	MUSIC	91	627
414	Album Rock	6007	24	MUSIC	91	627
415	Hard Rock	6007	25	MUSIC	91	627
416	80's HITS	6007	26	MUSIC	91	627
417	70's HITS	6007	27	MUSIC	91	627
418	Classic R & B	6007	28	MUSIC	91	627
419	Traditional Country	6007	29	MUSIC	91	627
420	Soft Hits	6007	30	MUSIC	91	627
421	Big Band Swing	6007	31	MUSIC	91	627
422	Groove Lounge	6007	32	MUSIC	91	627



423	The Spirit (formerly Contemporary Christian)	6007	33	MUSIC	91	627
424	Smooth Jazz	6007	34	MUSIC	91	627
425	New Age	6007	35	MUSIC	91	627
426	Holiday Happenings	6007	36	MUSIC	91	627
427	Great Standards	6007	37	MUSIC	91	627
428	Golden Oldies	6007	38	MUSIC	91	627
429	Raggae	6007	39	MUSIC	91	627
430	Children's	6007	40	MUSIC	91	627
634	WE-HD	8014	104	HD	92	633
669	AMC-HD	8014	102	HD	92	633
674	fuse-HD	8014	108	HD	92	633
680	IFC-HD	8014	106	HD	92	633
637	Discovery-HD	9005	637	HD	93	639
644	USA-HD	9005	644	HD	93	639
659	National Geo-HD	9005	659	HD	93	639
3	FOX News	2103	3	SD	94	645
24	CNBC	2103	24	SD	94	645
29	ESPN	2103	29	SD	94	645
36	Freeform	2103	36	SD	94	645
38	The Hallmark Channel	2103	38	SD	94	645
55	TLC (The Learning Channel)	2103	55	SD	94	645
61	MSNBC	2103	61	SD	94	645
645	SNY-HD	2103	645	HD	94	645
195	QVC 2	2212	4	SD	96	99
602	WMHT-HD	2212	2	HD	96	99
607	WCWN-HD	2212	3	HD	96	99
609	My 4 Albany-HD	2212	609	HD	96	99
110	WTEN Weather Channel	2211	3	SD	97	105
193	TVG (Gaming & Racing Channel)	2211	4	SD	97	105
606	WRGB-HD	2211	2	HD	97	105
610	WTEN-HD	2211	1	HD	97	105
106	BTN (rebranded from Big Ten Network)	9011	106	SD	99	117
625	Disney-HD	9011	625	HD	99	117
627	Weather-HD	9011	627	HD	99	117
2	WMHT (17, Schenectady - PBS)	2104	2	SD	100	651
9	My 4 Albany (WNYA)	2104	9	SD	100	651
10	WTEN (10 - ABC)	2104	10	SD	100	651
13	WNYT (13 - NBC)	2104	13	SD	100	651
19	C-SPAN (Shared time: 1:01am-10:59am)	2104	19	SD	100	651
20	WRNN	2104	20	SD	100	651
65	TV Land	2104	65	SD	100	651
66	TruTV (formerly Court TV)	2104	66	SD	100	651
71	Travel Channel	2104	71	SD	100	651
76	LIGHT TV	2104	76	SD	100	651
206	HBO Latino	8017	10	SD	101	657
901	History Channel en Espanol	8017	1	SD	101	657
902	MTVTr3s	8017	2	SD	101	657
903	MUN2	8017	3	SD	101	657
904	Discovery en Espanol	8017	4	SD	101	657
905	Cine Latino	8017	5	SD	101	657
906	Cine Mexicano	8017	6	SD	101	657
907	FOX Sports DePortes	8017	7	SD	101	657
908	CNN en Espanol	8017	8	SD	101	657
909	ESPN DePortes	8017	9	SD	101	657
910	Vene Movies	8017	11	SD	101	657
624	CNBC-HD	8016	51	HD	102	663
682	MLB-HD	8010	1	HD	102	663
4	Mid-Hudson Guide Channel	2105	4	SD	103	669
6	WRGB (6 - CBS)	2105	6	SD	103	669
7	WCWN CW Network (formerly WB)	2105	7	SD	103	669



8	WXXA (23 - FOX)	2105	8	SD	103	669
11	Local Access	2105	11	SD	103	669
45	SNY (Sports Net NY - METS)	2105	45	SD	103	669
46	MTV (Musit Television)	2105	46	SD	103	669
49	Cartoon Network	2105	49	SD	103	651
54	TBS Superstation	2105	54	SD	103	669
95	HSN (Home Shopping Network)	2104	95	SD	103	669
12	FX	2106	12	SD	104	675
27	The Weather Channel	2106	27	SD	104	675
35	TNT (Turner Network TV)	2106	35	SD	104	675
43	CMT (Country Music Television)	2106	43	SD	104	675
57	CNN	2106	57	SD	104	675
58	HN (formerly CNN Headline News)	2106	58	SD	104	675
70	Animal Planet	2106	70	SD	104	675
180	Oxygen	2106	180	SD	104	675
190	DIY	2106	190	SD	104	675
651	History Channel-HD	6016	12	HD	105	681
670	Animal Planet-HD	6016	11	HD	105	681
679	Velocity-HD (fromerly HD Theater)	6016	10	HD	105	681
629	ESPN-HD	9008	629	HD	106	687
639	A&E-HD	9008	639	HD	106	687
650	HGTV-HD	9008	650	HD	106	687
124	ESPNU	9009	124	SD	107	693
648	SyfyHD	9009	648	HD	107	693
692	Universal HD	9009	692	HD	107	693
612	FX-HD	6013	2	HD	108	699
673	SPEED-HD	6015	1	HD	108	699
192	FOX Business Network	9010	192	SD	109	705
601	Discovery Science-HD	9010	601	HD	109	705
750	Cinemax-HD	9010	750	HD	109	705
41	STYLE	9004	41	SD	110	711
42	Biography	9004	42	SD	110	711
74	fuse	6003	4	SD	110	711
126	Disney XD (formerly TOOD Disney)	9004	126	SD	110	711
127	H2 (formerly History Channel Internationl)	9004	127	SD	110	711
128	Lifetime Movie Network	9004	128	SD	110	711
129	CLOO (formerly SLEUTH)	9004	129	SD	110	711
130	MTV2	9004	130	SD	110	711
131	TEENick (fromerly The N)	9004	131	SD	110	711
185	FOX College Sports - Pacific	9004	185	SD	110	711
189	The Cooking Channel (formerly Fine Living)	9004	189	SD	110	711
198	BET SD	9004	198	SD	110	711
62	Disney Jr.	6008	14	SD	111	717
67	FMC (Fox Movie Channel)	6004	6	SD	111	717
132	Discovery Fit & Health	6004	2	SD	111	717
135	Bloomberg	6004	5	SD	111	717
137	Halogen (formerly iLifeTV)	6004	8	SD	111	717
138	Trinity Broadcasting	6004	11	SD	111	717
139	Outdoor Channel	6004	12	SD	111	717
177	The Word Network	6008	9	SD	111	717
179	Shop NBC	6008	2	SD	111	717
181	GAC (Great American Country)	6008	1	SD	111	717
187	Nick Toons	6004	3	SD	111	717
640	YES-HD	2202	2	HD	112	723
653	BRAVO-HD	2202	3	HD	112	723
693	Outdoor Channel-HD	2202	1	HD	112	723
635	TNT-HD	9007	635	HD	113	729
654	TBS-HD	9007	654	HD	113	729
655	TLC-HD	9007	655	HD	113	729



690	HD Net	2213	1	HD	114	735
691	HD Net Movies	2213	2	HD	114	735
700	HBO-HD	2213	3	HD	114	735
605	QVC-HD	9012	605	HD	115	741
775	STARZ-HD	9012	775	HD	115	741
119	PBS Kids Sprout	6005	4	SD	116	747
140	Sundance	6005	14	SD	116	747
172	CENTRIC (formerly BET on JAZZ)	6005	13	SD	116	747
173	Current TV	6005	1	SD	116	747
174	VH1 Soul	6005	6	SD	116	747
175	MTV Hits	6005	7	SD	116	747
188	RFD-TV	6005	15	SD	116	747
194	CHILLER	6005	10	SD	116	747
401	Beautiful Instruments	6001	401	MUSIC	116	747
402	Jazz Vocal Blends	6001	402	MUSIC	116	747
403	Hottest Hits	6001	403	MUSIC	116	747
404	Modern Country	6001	404	MUSIC	116	747
405	Alternative	6001	405	MUSIC	116	747
431	Urban Adult Contemporary	6005	21	MUSIC	116	747
432	Rap	6005	22	MUSIC	116	747
433	Jazz Vocal Blends	6005	23	MUSIC	116	747
434	Blues	6005	24	MUSIC	116	747
435	Gospel	6005	25	MUSIC	116	747
436	Trends	6005	26	MUSIC	116	747
437	Symphonic	6005	29	MUSIC	116	747
288	STARZ in Black	6005	2	SD	116	747

DM 49,51,52





SAMPLE  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: SDA-5000  
Operator: ?  
Date: 07/23/12 Time: 12:49:30  
Description:

Serial #: 8383902  
File: NODE\_9

Cal Date: 08/24/11  
DOS File: NODE\_9

Location: RT405_WESTERLO	AmpID:	Reverse Pad:
Location Type: FieldTest	Power Cfg:	Forward Pad:
Area:	Feeder Maker Cfg:	Rev Equalizer:
Test Pnt Type:	Trunk Term:	Fwd Equalizer:
Test Pnt Comp:	Voltage Setting:	Temp:
AC Voltage:	DC Voltage (reg):	DC Voltage (unreg):

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)	C/N (dB)	Hum (dB)	Mod (%)
2		12.3	-2.6	14.9	---	---	---
3		11.1	-3.4	14.5	47.1	-43.6	84.7
4		10.8	-3.5	14.3	---	---	---
5		11.0	-4.2	15.2	---	---	---
6		10.9	-4.9	15.8	---	---	---
95		11.8	-3.5	15.3	---	---	---
96		4.6	0.0	4.6	---	---	---
97		4.5	0.0	4.5	---	---	---
99		4.7	0.0	4.7	---	---	---
14		4.6	0.0	4.6	---	---	---
15		4.3	0.0	4.3	---	---	---
16		4.5	0.0	4.5	---	---	---
17		10.6	-3.8	14.4	---	---	---
19		10.5	-4.9	15.4	---	---	---
20		10.9	-3.9	14.8	47.6	---	79.2
21		5.3	0.0	5.3	---	---	---
22		5.3	0.0	5.3	---	---	---
7		11.1	-4.3	15.4	---	---	---
8		11.1	-4.4	15.5	---	---	---
9		11.3	-3.7	15.0	---	---	---
10		11.6	-4.1	15.7	---	---	---
11		11.1	-4.1	15.2	---	---	---
12		11.3	-4.6	15.9	---	---	---
13		11.7	-3.7	15.4	48.5	---	85.5
23		11.6	-4.1	15.7	---	---	---
24		11.3	-4.7	16.0	---	---	---
25		11.6	-3.6	15.2	---	---	---
26		11.4	-3.8	15.2	---	---	---
27		11.3	-3.8	15.1	---	---	---
28		11.7	-4.2	15.9	---	---	---
29		11.6	-3.2	14.8	---	---	---
30		12.2	-3.2	15.4	---	---	---
31		12.0	-3.3	15.3	---	---	---
32		11.9	-3.7	15.6	---	---	---
33		11.3	-3.3	14.6	---	---	---
34		11.5	-3.3	14.8	---	---	---
35		12.0	-3.4	15.4	---	---	---
36		11.9	-3.5	15.4	47.3	---	67.4
37		12.1	-2.7	14.8	---	---	---
38		12.3	-2.6	14.9	---	---	---
39		12.7	-2.6	15.3	---	---	---
40		13.0	-3.1	16.1	---	---	---
41		13.1	-1.8	14.9	---	---	---
42		14.5	-1.2	15.7	---	---	---
43		13.0	-2.0	15.0	---	---	---
44		13.3	-2.2	15.5	---	---	---
45		13.6	-1.5	15.1	---	---	---
46		13.7	-1.6	15.3	---	---	---
47		13.7	-2.0	15.7	---	---	---
48		13.2	-2.6	15.8	---	---	---



SAMPLE  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: SDA-5000  
Operator: ?  
Date: 07/23/12 Time: 12:49:30  
Description:

Serial #: 8383902  
File: NODE\_9

Cal Date: 08/24/11  
DOS File: NODE\_9

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)	C/N (dB)	Hum (dB)	Mod (%)
49		13.6	-1.5	15.1	---	---	---
50		13.8	-1.6	15.4	---	---	---
51		13.6	-1.7	15.3	---	---	---
52		13.5	-2.0	15.5	---	---	---
53		13.3	-1.8	15.1	---	---	---
54		13.9	-1.2	15.1	---	---	---
55		14.3	-0.8	15.1	---	---	---
56		13.5	-1.3	14.8	---	---	---
57		13.8	-1.8	15.6	---	---	---
58		14.0	-1.1	15.1	---	---	---
59		14.4	-1.1	15.5	---	---	---
60		14.6	-1.4	16.0	---	---	---
61		13.9	-1.8	15.7	47.7	---	87.1
62		14.6	-0.2	14.8	---	---	---
63		14.7	-0.3	15.0	---	---	---
64		14.5	-0.8	15.3	---	---	---
65		14.0	-1.4	15.4	---	---	---
66		14.5	-0.5	15.0	---	---	---
67		14.3	-0.9	15.2	---	---	---
68		14.1	-0.9	15.0	---	---	---
69		13.8	-1.3	15.1	---	---	---
70		14.0	-0.3	14.3	---	---	---
71		14.4	-0.4	14.8	---	---	---
72		15.0	-0.8	15.8	---	---	---
73		15.1	-0.3	15.4	---	---	---
74		14.4	0.2	14.2	---	---	---
76		14.8	0.0	14.8	48.2	---	80.5
77		8.4	0.0	8.4	---	---	---
78		8.8	0.0	8.8	---	---	---
79		8.4	0.0	8.4	---	---	---
80		7.9	0.0	7.9	---	---	---
81		8.5	0.0	8.5	---	---	---
83		6.8	0.0	6.8	---	---	---
84		7.4	0.0	7.4	---	---	---
85		7.8	0.0	7.8	---	---	---
86		7.7	0.0	7.7	---	---	---
87		7.3	0.0	7.3	---	---	---
88		7.4	0.0	7.4	---	---	---
89		7.4	0.0	7.4	---	---	---
90		7.4	0.0	7.4	---	---	---
91		5.2	0.0	5.2	---	---	---
92		5.1	0.0	5.1	---	---	---
93		6.1	0.0	6.1	---	---	---
94		5.9	0.0	5.9	---	---	---
100		6.3	0.0	6.3	---	---	---
101		6.2	0.0	6.2	---	---	---
102		6.1	0.0	6.1	---	---	---
103		6.5	0.0	6.5	---	---	---
104		5.9	0.0	5.9	---	---	---
105		5.9	0.0	5.9	---	---	---
106		5.6	0.0	5.6	---	---	---
107		6.6	0.0	6.6	---	---	---
108		6.9	0.0	6.9	---	---	---
109		7.1	0.0	7.1	---	---	---
110		7.5	0.0	7.5	---	---	---
111		7.3	0.0	7.3	---	---	---
112		6.9	0.0	6.9	---	---	---





SAMPLE  
Acterna  
6620 Network Way  
Indianapolis, IN  
46278  
301-353-1550

This is a sample report.  
This area is for your custom header.

Model: SDA-5000  
Operator: ?  
Date: 07/23/12 Time: 12:49:30  
Description:

Serial #: 8383902  
File: NODE\_9

Cal Date: 08/24/11  
DOS File: NODE\_9

Chan	Label	Video (dBmV)	Audio (dBmV)	Delta V/A (dB)	C/N (dB)	Hum (dB)	Mod (%)
113		6.5	0.0	6.5	---	---	---
114		6.8	0.0	6.8	---	---	---
115		7.0	0.0	7.0	---	---	---
116		6.8	0.0	6.8	---	---	---

LIMIT CHECK	Limit	Actual	
Min Video Carrier Level	undefined	No data	Pass
Max Delta Video Level	undefined	No data	Pass
Min Delta V/A	undefined	No data	Pass
Max Delta V/A	undefined	No data	Pass
Max Delta Adjacent Chan	undefined	No data	Pass
Min Carrier to Noise	undefined	No data	Pass
Max Hum	undefined	No data	Pass
Min Digital Level	undefined	No data	Pass
Max Digital Level	undefined	No data	Pass
Conclusion:			<b>P A S S</b>

Reviewed: \_\_\_\_\_ Date: \_\_\_\_\_

**TOWN OF WESTERLO**  
**RESOLUTION** DATED: January 2, 2018

**CATV - MID-HUDSON CABLEVISION, INC.**

**RESOLVED:** That the **Town of Westerlo**, Albany County, State of New York, grant a fifteen (15) year franchise to **Mid-Hudson Cablevision, Inc**, as of the effective date of approval by the New York State Public Service Commission (NYSPSC), for service to the Town, and that the Supervisor is directed to execute a franchise agreement with Mid-Hudson Cablevision, Inc. in accordance with the terms of the proposed franchise agreement attached hereto.

**OFFERED BY:** Councilman Sherman

**SECONDED BY:** Councilman Boone

5 YES      0 NO

**(Board Members Names)**

Supervisor Richard H. Rapp  
Councilman Anthony W. Sherman  
Councilman Joseph J. Boone  
Councilwoman Amie L. Burnside  
Councilman Richard Filkins

**DATED:** 1/2/2018

*Kathleen J. Spinnato*  
(Town Clerk)



# FRANCHISE AGREEMENT

This **FRANCHISE AGREEMENT** made this 2nd day of January, 2018, between the **Town of Westerlo**, ("**Town**") and **Mid-Hudson Cablevision, Inc.** ("**Mid-Hudson**") having its principal office at Catskill, New York.

WHEREAS, Mid-Hudson is desirous of renewing its franchise to maintain and operate a cable television system in the Town; and

WHEREAS, maintenance and operation of said cable television system involves the use and occupation by Mid-Hudson of the streets, thoroughfares and other public rights-of-way belonging to the Town; and

WHEREAS, the technical ability, financial condition and character of Mid-Hudson and its principals have been considered and approved by the Town Board in a public proceeding affording due process; held on the 8th day of November, 2017; and

WHEREAS, the plans of Mid-Hudson for continued operation of said cable television system have been considered by the Town Board and found adequate and feasible in a full public proceeding affording due process; and

WHEREAS, by resolution of the Town Board dated the 2nd day of January, 2018, the Town has granted a non-exclusive cable television franchise to Mid-Hudson Cablevision, and authorized the Supervisor to execute this Franchise Agreement with Mid-Hudson upon the terms hereinafter set forth; and

WHEREAS, this Franchise Agreement complies with the franchise standards required by the New York State Public Service Commission and the Cable Consumer Protection Act of 1992 and is subject to the review and approval of the New York State Public Service Commission.

NOW, THEREFORE, in consideration of the mutual conditions and covenants contained herein:

## **IT IS MUTUALLY AGREED AS FOLLOWS:**

### **1. GRANT**

The Town of Westerlo, hereby grants to Mid-Hudson, its successors and assigns the non-exclusive right and privilege to erect, place in the Town and to construct, maintain and operate in, over and under the present and future streets, sidewalks, alleys, public land and places and highways in or of the Town, towers, poles, lines, cables, necessary wiring and other apparatus for the purpose of transmitting, receiving, amplifying and distributing of cable television, telephone, telegraph, television, radio signals and data transmissions and other video and aural programming and communications within the said Town and to the inhabitants thereof, for the purpose of providing telecommunications and related services to the residents of the Town.

## 2. FRANCHISE AREA

**A. PRIMARY SERVICE AREA.** Mid-Hudson's rights and obligations set forth in this agreement shall be applicable to the Primary Service Area as shown on the attached map marked "Exhibit II". Mid-Hudson agrees to have service available without a contribution in aid of construction to any resident who lives within 250 feet of a cabled public right-of-way within the Primary Service Area. Areas outside the Primary Service Area will be considered Line Extension Areas residents may receive service in accordance with the Line Extension formula as stated in Section 2B.

**B. EXTENDED SERVICE AREA:**

Mid-Hudson has applied for, and received New York State Broadband Grant funding in Round 2 for Census block #360010148031071, which includes 5.3 miles of new service area along parts of County Route 402, and County Route 410. Construction will be completed in this area within 60 days of the receipt of all permits and licenses. It is anticipated this will be early 2018.

Mid-Hudson will apply for New York State Broadband grant funding in Round 3 for as many census blocks as possible in the Tan Hollow Road, Rt. 412, and Hunt Road parts of the Town.

**C. FUTURE SERVICE AREAS:**

Mid-Hudson acknowledges the need for cable service in rural communities such as Westerlo, and that many parts of the Town do not meet the minimum number of 35 homes per mile required by the State of New York, or the 20 homes per mile needed by Mid-Hudson. With the availability of grant funding to extend broadband service into rural parts of the state Mid-Hudson will work diligently to pursue funding where practical to bring service to as many residents of Westerlo as possible with both wired and wireless service.

Mid-Hudson shall comply with the requirements for construction of cable television plant and the provision of cable television services as set forth in Section 895.5 of the rules of the NYSPSC. Mid-Hudson shall not deny service to any resident of the Town of Westerlo based upon age, race, creed, color, sex, or national origin.

**D. LINE EXTENSION AREA.** Any area in the Town not specified as part of the Primary Service area or Extended Service Area is hereby designated a Line Extension Area.

Service shall be provided to any Line Extension Area upon request provided that the criteria set forth by the PSC of 35 homes per mile (HPM) is met or line extensions shall be considered at a minimum density of 20 HPM provided that at least 15 of the homes passed are willing to commit to a multi-year level of service. The HPM statistic for the primary service area will be determined by dividing the total dwelling units passed in the primary service area by the total linear miles of the cable plant in the Primary Service Area.

Mid-Hudson shall apply for all mandatory licenses, permits, amendments and approvals within 30 days of the receipt of all Subscriber payments for a Line Extension Area. Mid-Hudson shall provide service to Line Extension Area within 6 months of the receipt of all mandatory licenses, permits, amendments, and approvals.

During the five year period commencing at the completion of the Subscriber line extension, a prorated refund may be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined annually by application of the above stated formula. The refunds shall be paid annually to the subscribers, or former subscribers, entitled to receive them. However, Mid-Hudson shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at either the service address or billing address, and who has not informed the company of the subscriber's new address.

### **3. SERVICES & CHANNELS**

**A.** Mid-Hudson shall maintain and continue to operate, acceptable service in a safe and reliable manner. Channels and services may be changed from time to time depending on availability and the desires of the subscribers. If any signal should become unavailable through no fault of Mid-Hudson's it shall be replaced as soon as possible by a substitute signal. Mid-Hudson agrees that in replacing unavailable signals to give preference, if possible, to subscribers' wishes, if they can reasonably be determined but the responsibility of the selection of replacement signals shall be solely that of Mid-Hudson.

**B.** Basic Cable Service ("Basic Service") will consist of at least thirty eight (38) channels and/or services carried in the VHF spectrum between channels two (2) and seventy eight (78). Mid-Hudson will also make available a Broadcast Basic Tier ("Broadcast Basic Service") which will contain fewer channels than its Basic Tier at a reduced price.

**C.** Mid-Hudson agrees that it will furnish the aforescribed Basic Cable Service to all residential subscribers daily, 24 hours per day, throughout the term of its franchise for the standard basic cable rate. Mid-Hudson will maintain a 24 hour toll free answering service to handle customer service calls.

### **4. RATES**

Mid-Hudson shall charge for its rates in accordance with the rules of the New York State Public Service Commission as set forth in section 895.1(e) and the applicable Federal Laws and Regulations.

### **5. CONSTRUCTION**

**A.** Any future Construction schedules and sequence will depend on arrangements with local utility companies for make-ready. Installation of all equipment will be accomplished in accordance with all Federal and State agency regulations, the National Electrical Code of the National Board of Fire Underwriters and utility companies' regulations.

**B.** Mid-Hudson shall construct any future cable television plant within 12 months from the receipt of all mandatory construction and utility permits. Unless conditions beyond the control of Mid-Hudson interfere with Mid-Hudson's proposed construction schedule.

**C.** Mid-Hudson shall construct all cable television system using materials of good and durable quality, and all work involved in construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough, and reliable manner.



**D.** When an aerial installation extends more than 250 feet from Mid-Hudson's trunk or feeder cable the subscriber will be charged on a time and material basis beyond the first 250 feet of the extension.

**E.** When a subscriber specifically requests nonstandard installation of cable, installation charges will be based on time and material costs. The term "Standard Installation" is defined in the annexed Exhibit I.

**F.** When a customer specifically requests underground installation, the installation charge will be based on time and materials. The customer may be required to provide the necessary trenching for underground service at his own expense.

## **6. FRANCHISE FEE**

Mid-Hudson Cablevision agrees to pay a franchise fee for compensation for the rights and privileges enjoyed hereunder. Mid-Hudson Cablevision will pay 3% of gross revenue received from provision of recurring cable services to subscribers. Recurring cable services includes the monthly charge paid by cable subscribers, but does not include monies received from non-cable subscriber sources and one-time payments for equipment sales, installation fees and similar miscellaneous items that are already subject to sales tax. The sum shall be paid annually on or before the 20th day of March of each year. In the event that the franchise payment is not received on time a penalty shall be assessed as follows (sums are not accumulative):

3% of gross monthly revenue as described above paid to the Town of Westerlo based upon the total number of active subscribers in the Town.

Each franchise fee payment will be accompanied by a report setting out in detail the basis for the computation of the payment. At the sole discretion of the Town, the accuracy of the report may be independently audited by an entity appointed by the Town at the Town's expense. However, in the event the audit concludes that Mid-Hudson payments hereunder were underpaid by an amount greater than 10% of the proper payment, then Mid-Hudson shall reimburse the Town for the cost of the audit, in addition to making any additional payments required to bring Mid-Hudson into compliance with this Section.

In the event that the franchise payment is not received on time a penalty shall be assessed as follows a penalty of 1.5% per month shall be assessed.

## **7. FREE SERVICE**

Mid-Hudson will provide one (1) standard installation (Exhibit I), free Broadcast Basic Service, and Broadband internet service discounted 33% from standard rates to each school, library, museum, civic, public, and municipal building located in the Primary Service Area and Extended Service Area as set forth in Exhibit II. Mid-Hudson will upon request, also provide one standard (25MB downstream) discounted high speed internet access cable modem to the sites listed above on a voluntary basis.

## **8. COMPLAINTS**

**A.** Mid-Hudson shall maintain a listed telephone number toll free for the purpose of receiving and responding to cable television subscriber complaints.

**B.** All subscriber complaints or trouble calls shall receive investigative action on the same day such complaint or call is received at the office, if possible, but in no case no later than the following business day. Customer Service and Consumer Standards shall be in compliance with the standards set forth in Parts 890 & 896 of the rules and regulations of the New York State Public Service Commission (NYSPSC).

**C.** Mid-Hudson shall provide notice to each subscriber, upon installation and yearly thereafter of the procedure for reporting and resolving subscriber complaints. (Such notice may be written or by such other means as the NYSPSC may from time to time approve.)

## **9. PROHIBITION OF ABANDONMENT**

Mid-Hudson shall not abandon service or any portion thereof to any area in this franchise without the prior written consent of the Town Board of the Town of Westerlo and the NYSPSC, which consent shall not reasonably be withheld.

## **10. RECORDS, REPORTS & MEETINGS**

Mid-Hudson will keep a full record of the plans, maps, and records showing the exact location of all equipment located and used in the Town. The Town reserves the right, upon reasonable notice during normal business hours, to inspect all pertinent maps, plans, and other materials of Mid-Hudson pertaining to the construction and operation of the cable plant in the Town. Mid-Hudson is a private company and does not publish a public financial statement.

At any time during the franchise term the Town Board may request data relevant to subscriber numbers, service outages, or number of customer service calls within the Town. Mid-Hudson shall furnish such data within 30 days from request.

At any time, up to twice annually, the Town Board may request an in-person meeting in Westerlo to address any concerns brought up by the Town Board. Mid-Hudson shall meet with the Town Board within 90 days from such request.

## **11. EQUAL EMPLOYMENT**

Mid-Hudson 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, marital status, color, national origin, or sex. Mid-Hudson shall have an Equal Employment Program on file at its' main office for public inspection.



## **12. INDEMNIFICATION AND INSURANCE**

**A.** Mid-Hudson, its successors and assigns shall at all times save and keep harmless and fully indemnify the Town, its officers, agents, servants, and employees from and against any and all loss, liability, suits, damages, costs, charges, legal fees and expenses in any manner arising from the construction, repair extension, maintenance or operation of their equipment of any kind or character and from any negligence, fault, or misconduct on the part of Mid-Hudson, its officers, agents, servants and employees or by reason of any act done or omitted to be done in the premises of said Town. Mid-Hudson shall obtain and carry property damage and personal liability insurance written by an insurance company or companies qualified to do business in the State of New York. The amounts of such insurance shall not be less than \$1,000,000 for liability due to damage to property, no less than \$2,000,000 for liability due to injury or death of any person and not less than \$2,000,000 for liability due to any one accident. The Town shall notify Mid-Hudson within thirty (30) days after the presentation of any claim or demand, either by suit or otherwise, made against the Town on account of any negligence or other conduct on the part of Mid-Hudson.

**B.** A certificate evidencing the insurance coverage required by paragraph (A) above, shall be delivered by Mid-Hudson to the Town Clerk as requested within 120 days of franchise and annually thereafter.

## **13. REPAIR OF PROPERTY**

Any property within the Town, including residential, commercial and municipal property, damaged or destroyed by Mid-Hudson shall be promptly replaced and permanently restored to the condition in which it was prior to such damage or destruction at the sole expense of Mid-Hudson and for failure to do so the Town may do so and charge the cost thereof to Mid-Hudson.

## **14. FRANCHISE TERM**

Mid-Hudson's franchise shall run for a term of fifteen (15) years from the effective date of approval by the New York State Public Service Commission (NYSPSC).

## **15. TERMINATION**

This franchise may be forfeited upon the failure to observe the material terms and conditions outlined herein. The franchisee recognizes the importance of making timely payments for Franchise Fees. The failure of Mid-Hudson to obviate or correct any material violation within a mutually agreed upon reasonable period of time, which shall not exceed 45 days, after being notified by the Town in writing, the Town may, upon the option of the Town, after a public hearing, held after due notice, and subject to the review of the NYSPSC, terminate the contract and end the franchise.

## **16. RESPONSIBLE MUNICIPAL OFFICER**

The Supervisor shall be responsible for the continuing administration of this franchise.

## **17. PUBLIC-EDUCATIONAL-GOVERNMENTAL (PEG) ACCESS**

A. Mid-Hudson will provide PEG access in accordance with the Standards of the NYSPSC, as set forth in 895.4 of the commission's rules, and the rules of the Federal Communication Commission and Cable Consumer's Protection Act of 1992. Mid-Hudson will use its best efforts to provide replay of Town meetings on the local access channel.

## **18. APPROVAL AND AMENDMENT OF PROVISIONS**

A. The terms and provisions of this franchise and any amendments to it are subject to the approval of the NYSPSC.

B. Should the Federal Communications Commission or the NYSPSC make such modifications of the provision of their rules and regulations that would require the amendment of this agreement, the necessary amendments will be sought within one (1) year of the date of issue. No amendment shall be affected without the prior approval of the Commission in accordance with Section 892-1.4 of the Rules of the NYSPSC.

C. Referral: In the event that there is any issue which cannot be resolved between Mid-Hudson and the Town, such issue may be referred to the NYSPSC for their review and mediation. Such referral will be in writing with copies to both parties.

## **19. MATERIAL PROVISIONS AND SEVERABILITY**

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

## **20. POLICE POWERS**

The Town of Westerlo reserves the right to adopt, in addition to the provisions contained in this franchise and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted in this franchise and consistent with all federal and state laws, rules, regulations and orders

## **21. REPRESENTATIONS**

This agreement sets forth all of the promises, agreements, conditions, and understandings between the Town and Mid-Hudson Cablevision with respect to the subject matter hereof and supersedes all negotiations, conversations, discussions, correspondence and agreements between the Town and Mid-Hudson concerning such subject matter. This Franchise can only be changed in accordance with section 18 or as agreed by the parties in writing.

## **22. EXCUSABLE DELAY**

In no event shall Mid-Hudson be liable to the Town for any delay or failure to perform hereunder, which delay or failure to perform is due to causes beyond the control of Mid-Hudson, without limitation, acts of God, strikes, fires, war or other malfunction or failure of any entity from which Mid-Hudson obtains licenses, permits, materials, information, or has contracts with in order to perform the services under this agreement.



**23. NECESSARY OPERATING AUTHORITY**

Mid-Hudson shall file requests for all necessary operating authorizations with the NYSPSC and the Federal Communications Commission within sixty (60) days from the effective date of this franchise.

**24. MOST FAVORED NATIONS**

No municipality may award or renew a franchise for cable television service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area. In the event that the Town of Westerlo or the grants another franchise for cable television or the provision of video services which are more favorable to any other business entity, such more favorable terms or conditions shall be incorporated herein.

**25. APPROVAL**

The terms of this franchise are subject to the approval of the NYSPSC.

**26. TRANSFER OF OWNERSHIP**

Mid-Hudson shall have the right to transfer this franchise without prior municipal approval. However, Mid-Hudson shall give 30 days written notice to the municipality prior to any transfer.

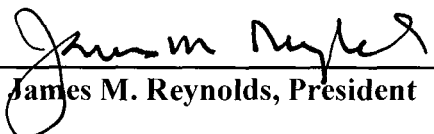
**27. EQUALITY**

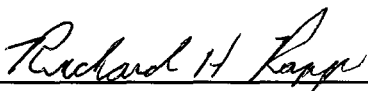
Access to cable service will not be denied to any potential residential subscriber because of the age, race, creed, marital status, color, national origin or sex.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the date first above written.

**MID-HUDSON CABLEVISION, INC.**

**TOWN OF WESTERLO**

By:   
James M. Reynolds, President

By:   
Richard Rapp, Supervisor

## **EXHIBIT I**

**"Standard Installation"** shall be defined as the work required to establish a service connection (service drop) between the CATV distribution facilities and the residential subscriber outlet in a single dwelling unit structure. This work normally takes approximately one hour and involves installing a black service drop wire from the CATV distribution facilities for a distance of no more than 250 feet to an attachment on the subscriber's house in a manner similar to the installation of a telephone service drop. From this point the cable is then routed to the cable outlet by the most convenient path. Standard installation will include all necessary work associated with the normal routing of the service drop. All installations will be grounded in accordance with the National Electrical Safety Code and the rules of the NYSPSC.

Standard Installation will not apply in the following situations:

A.) any type of multiple dwelling complex; hotels, motels, apartment houses, hospitals, etc.

B.) When the subscriber drop must be extended more than 250 feet from the CATV distribution system.

C.) When Special work is requested or must be performed in order to establish the service connection between the CATV distribution facilities and the subscriber terminal or TV set.

Examples of this type of work could be: Prewiring of a new building for multiple outlets or other purposes; special subscriber requests for wiring in attics, basements, crawl spaces or to install wires internally in preexisting walls.

D.) Special drilling through concrete, steel, asbestos shingles. All nonstandard requests shall be performed on a time and material basis. All underground installations are considered nonstandard.



## **EXHIBIT II**

### **TOWN OF WESTERLO FRANCHISE MAP OF PRIMARY and EXTENDED SERVICE AREAS**

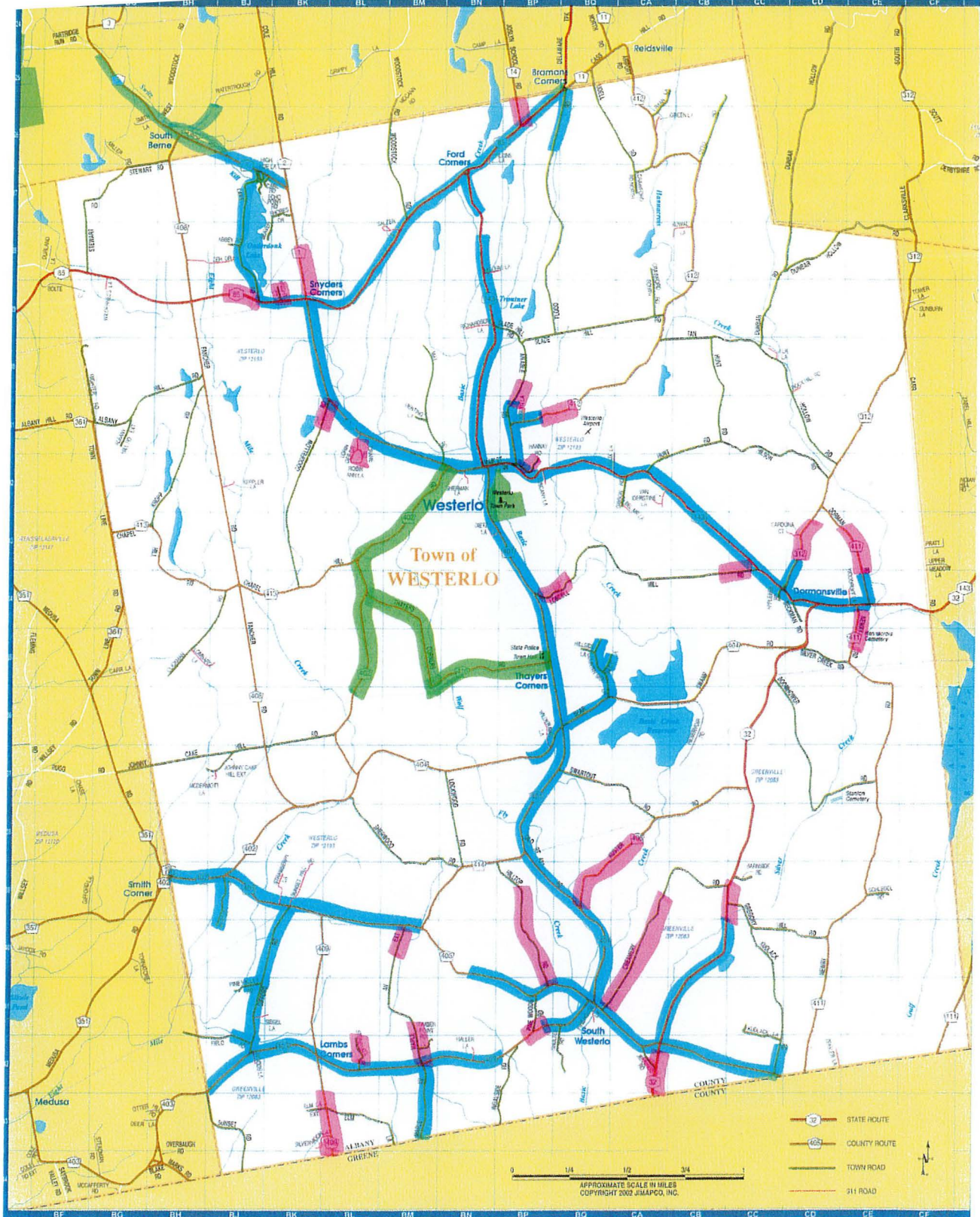


Exhibit II - Cable Service Areas

- Primary Service Area
- Line Extension Areas previously added as of January 31, 2017
- Extended Service Area

STATE OF NEW YORK }  
COUNTY OF ALBANY }

MARCELLO IAIA of the Town of Guilderland, being duly sworn, says that he is the publisher of THE ALTAMONT ENTERPRISE AND ALBANY COUNTY POST, a weekly newspaper printed and published in the Village of Altamont, County of Albany, and that the notice of which the annexed is a true copy, has been regularly published in said ALTAMONT ENTERPRISE AND ALBANY COUNTY POST

*once a week For two weeks*

consecutively commencing on the 19 day of  
Oct 20 17

*ML I*

*Ellen Q Schreiber*

Sworn to before me this 8 day  
of Nov, 20 17 }

**LEGAL NOTICE**  
Public Notice

Please take notice that the town of Westerlo will hold a Public Hearing on Wednesday, November 8th, 2017, at 7:00 p.m. at Town Hall located at 933 County Route 401 Westerlo, N.Y. 12193 regarding granting a cable television Franchise Agreement by and between Mid-Hudson Cablevision, Inc. and the Town of Westerlo.

A copy of the Franchise Agreement is available for public inspection during normal business hours at the Clerk's office at Town of Westerlo, located at 933 County Route 401 Westerlo, N.Y. 12193.

At such public hearing all persons will be given an opportunity to be heard, written or oral statements will be taken at that time. Time limitations may be imposed for each oral statement if necessary. Individuals wishing to file comments regarding the application may do so with the New York State Public Service Commission within 10 days of publication, at Three Empire State Plaza, Albany, New York 12223. Copies of comments should be sent to the Town of Westerlo at PO Box 148, Westerlo, New York 12193, and Mid-Hudson Cablevision, Attention Mrs. Joanne Miller, P.O. Box 399, Catskill, New York 12414.

By order of the Town of Westerlo, Board.  
(39-14-15)

ELLEN Q SCHREIBSTEIN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01SC6349506  
Qualified in Albany County  
My Commission Expires 10-17-2020





January 10, 2018

Mr. Richard H. Rapp  
Supervisor  
Town of Westerlo  
PO Box 148  
Westerlo, New York 12193

RE: Cable Television Franchise between Mid-Hudson Cablevision,  
Inc. and the Town of Westerlo

Dear Supervisor Rapp;

Please find enclosed a true copy of the complete filing sent to the New York State Public Service Commission regarding the renewal of the franchise with the Town of Westerlo. The renewal is applicable to the period of 15 years beginning the date of the PSC's order approval.

Notice of this filing will appear in the Altamont Enterprise for two consecutive issues beginning with the January 25th, 2018 edition. If you have any questions regarding this matter, please do not hesitate to contact me.

Yours truly,

A handwritten signature in black ink that reads "James M. Reynolds".

James M. Reynolds  
President

JMR/jm

cc: NYS Public Service Commission, Secretary to the Commission,  
Three Empire State Plaza, Albany, New York 12223

Certified Letter # 7015 0640 0005 8450 5284



January 10, 2018

*The Altamont Enterprise*  
Post Office Box 654  
Altamont, NY 12009  
[legals@altamontenterprise.com](mailto:legals@altamontenterprise.com)

Dear Legals;

Please publish the enclosed Public Notice in The Altamont Enterprise in the January 25th, 2018 edition. The invoice and affidavit of publication should be sent to Mrs. Joanne Miller, P.O. Box 399, Catskill, New York 12414 and can be emailed to <mailto:joanne@mid-hudson.com>.

If you have any questions regarding this matter, please do not hesitate to contact me.

Yours truly,

A handwritten signature in black ink that reads "Joanne Miller". The signature is fluid and cursive.

Joanne Miller  
Assistant to President

JM

Enclosure

## **Public Notice**

PLEASE TAKE NOTICE that Mid-Hudson Cablevision, Inc. has filed with the New York State Public Service Commission in Albany, New York a request for approval to renew the cable television franchise with the Town of Westerlo, Albany County, New York for a period of 15 years.

Copies of the materials constituting the application are available for public inspection at the offices of the New York State Public Service Commission and the Town Clerk's office located at the 933 County Route 401, Westerlo, New York during normal business hours.

Any interested persons may file comments with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223-1350 with copies to the Town of Westerlo and Mid-Hudson Cablevision, Attention Mrs. Joanne Miller, P.O. Box 399, Catskill, New York 12414.