



MIDTEL

Innovative Solutions Since 1897

December 4, 2020

Michelle L. Phillips, Secretary
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223

RE: Town of Gilboa Cable TV Franchise
Case # _____

Dear Secretary Phillips,

Enclosed please find the Petition of MIDTEL CABLE TV, Inc. for confirmation, pursuant to Part 897 of Public Service Law 221, of a new Cable TV Franchise awarded to MIDTEL by the Town of Gilboa. The process is now complete, and all supporting documents needed to review and approve the petition are enclosed.

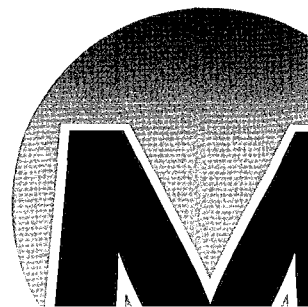
We completed a thorough review of the existing Cable TV Franchise awarded to MTC Cable and mirrored the terms and conditions so there is a level playing field between the 2 franchises.

This Franchise complies with all requirements of New York and Federal laws and will provide valuable benefits to consumers in the franchise area. Accordingly MIDTEL respectfully requests that the Commission review and approve this Petition.

Sincerely,

Donald R. Snoop
Director of Video Services

CC: Town of Gilboa
Linda Wyckoff, Town Clerk



STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

In the Matter of the Petition of
MIDTEL CABLE TV, Inc. Pursuant
to Section 221 of the Public Service Law
for Confirmation of a Cable TV
Franchise awarded by the Town of Gilboa
(Schoharie County)

Case # _____

PETITION FOR CONFIRMATION

Donald R. Snoop
103 Cliff Street
P.O. Box 191
Middleburgh, New York 12122
518-827-9120

Director of Video Services

December 4, 2020

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STATE OF NEW YORK
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(Schoharie County)

Case # _____

PETITION FOR CONFIRMATION

MIDTEL CABLE TV, Inc. (MIDTEL) respectfully requests that the Commission confirm, pursuant to Section 221 of the Public Service Law, the Cable TV Franchise Agreement that has been awarded to MIDTEL by the Town of Gilboa, a municipality located in Schoharie County.

MIDTEL CABLE TV, Inc. is a wholly owned subsidiary of The Middleburgh Telephone Company and has been awarded a Cable Television franchise with the Town of Gilboa and is hereby applying for a Certificate of Confirmation. MIDTEL has been providing Cable TV services in the Schoharie County area since 1995 and has operated and maintained the system in the highest standards set forth by the NY Public Service Commission. This new Franchise complies with all applicable requirements of federal and state law.

1. INFORMATION SUBMITTED IN SUPPORT OF THE PETITION

A. Name: MIDTEL CABLE TV, Inc.

Address: 103 Cliff Street
P.O. Box 191
Middleburgh, NY 12122

Telephone: 518-827-7777 or 827-5211

Municipality: TOWN OF GILBOA (SCHOHARIE COUNTY)

Contact Person: Donald R. Snoop-Director of Video Services

Address: Same as above

Telephone: 518-827-9120

- B. The franchise document was reviewed by the Town Board and approved by resolution following a public hearing that was held on November 4, 2020. Enclosed, as Attachment B is a certified copy of the resolution and Attachment C, Affidavit of Publication for the Public Hearing notice along with Attachment A, an original true copy of the fully executed franchise agreement.
- C. The technical specifications of this system are enclosed and labeled Attachment D. MIDTEL currently does not offer origination cable-casting in any of its franchised areas, and meets all of the Commission's regulations regarding the provision of PEG access channels.
- D. A copy of this petition is being served upon the Town Clerk and proof of such service is provided as Attachment E to this petition.
- E. A notice of this Petition will be published on December 9, 2020 in the Times Journal newspaper, and December 11, 2020 in the Mountain Eagle News. Both of which are the official newspapers of the Town. MIDTEL has submitted the notice to the newspapers, has arranged for payment of the necessary charges, and has been assured that the notice will be published on the specified date. MIDTEL will provide the affidavit of publication confirming the actual publication of the notice following publication. Proof of this service is enclosed as Attachment F.
- F. Short Environmental Assessment Form labeled as Attachment G

2. CONCLUSION

Based on the fact that MIDTEL CABLE TV has been providing a valuable service to the residents of several other towns in Schoharie County since 1995 and there were no negative comments during the public hearing and the Town of Gilboa has approved by resolution, the awarding of this Cable TV Franchise, which closely mirrors the Cable TV franchise already awarded to MTC Cable, a timely approval of this Petition is in the public interest and should be expedited.

I hereby do certify, to the best of my knowledge, that the information contained in this application is factual and presented truthfully.

Name: Donald R. Snoop

Signature: Donald R. Snoop

Title: Director of Video Services

Date: 12-4-2020

Attachments included with this Petition:

- A. Original fully executed Franchise
- B. Certified copy of the resolution by the Town Board approving the franchise renewal
- C. Affidavit of Publication of the legal notice for the public hearing to hear comments on the franchise renewal
- D. Technical specifications and design of the Cable TV system
- E. Proof of service verifying that a complete copy of this Application has been filed with the Town Clerk.
- F. Proof of Publication of notice of the Petition
- G. Short Environmental Assessment Form

ATTACHMENT A

**A FRANCHISE AGREEMENT
FOR THE PROVISION OF CABLE TV SERVICES**

**BETWEEN THE
TOWN OF GILBOA, COUNTY OF SCHOHARIE, STATE OF NEW YORK
HEREINAFTER REFERRED TO AS ("TOWN")**

**AND
MIDTEL CABLE TV, INC.**

HEREINAFTER REFERRED TO AS ("FRANCHISEE")

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A FRANCHISE AGREEMENT

BETWEEN THE

TOWN OF GILBOA, COUNTY OF SCHOHARIE, STATE OF NEW YORK

AND

MIDTEL CABLE TV, INC. ("HEREINAFTER REFERRED TO AS FRANCHISEE")

WHEREAS

The TOWN of Gilboa (hereinafter referred to as "TOWN") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and, MIDTEL CABLE TV, Inc., ("Franchisee"), a fully owned subsidiary of The Middleburgh Telephone Co., has petitioned the TOWN to obtain a Cable Television franchise, along with the permission of the TOWN to use such streets, rights of way, and public grounds under a Cable TV Franchise Agreement. The TOWN and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to the granting of this franchise; and, the TOWN has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee to operate and maintain the Cable Television system described herein were considered and found adequate and feasible; and, this franchise, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission,

THEREFORE

The TOWN and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

- 1.1 **"Area (Service) Outage"**: Loss of picture or sound on all basic (subscriber) channels or on all channels provided on any other service tier or on one or more premium channels which is not caused by the subscriber's television receiver or the subscriber.
- 1.2 **"Basic Cable Service"**: means the tier of cable service that includes the Retransmission of local television broadcast stations, and public, educational & governmental channels required by franchise or Commission rules and any additional video signals as determined by the company.
- 1.3 **"Cable Television Service"**: Cable Television Service means:
1. The one way or two-way transmission to subscribers of Video Programming, or other programming service; and
 2. Subscriber interaction, if any, which is required for the selection of such Video Programming, or other programming service.
- 1.4 **"Commission"**: shall mean the New York State Public Service Commission.
- 1.5 **"Cable Television System"**: A facility consisting of a set of closed transmission paths and associated signal regeneration, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community; and used interchangeably with the term "Cable TV System".
- 1.6 **"Equipment"**: (shall include that which is defined per section 892-3.2 (d) of the Commission's Rules & Regulations)
- 1.7 **"FCC"**: The Federal Communications Commission.
- 1.8 **"Franchise"**: the rights and obligations described in this document and used interchangeably with the term "Agreement."

1.9 "Franchise Fee": the fee paid by the Franchisee to the TOWN in exchange for the rights granted pursuant to the Franchise.

1.10 "FRANCHISEE": MIDTEL CABLE TV, Inc. and its lawful successors and assignees.

1.11 "Gross Subscriber Revenue": Gross Subscriber Revenue means all revenues received directly and indirectly by the Franchisee for any twelve-month period from the operation of the Cable TV System to provide cable television service to the TOWN.

1.12 "Material Provision": those provisions identified in section 8.0 of this franchise.

1.13 "Municipal and School Service": Cable TV services to be provided at no charge to any municipal or school building located within the Primary Service Area or subsequent Line Extension Areas, as defined in sections 13.3 & 14.0 of this franchise

1.14 "Non-Material Provisions": all clauses not deemed to constitute a "Material Provision," as defined and described herein, but constituting obligations upon the Franchisee, nonetheless.

1.15 "NYSPSC": the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.16 "TOWN": the TOWN of Gilboa, Schoharie County, and State of New York.

PART I – THE FRANCHISE

2.0 GRANT OF FRANCHISE

- 2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to build and maintain a Cable TV system on and within the streets, alleys, and public ways of the TOWN.
- 2.2 The TOWN also hereby grants the Franchisee the nonexclusive 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, poles, lines, cables, necessary wiring and the other apparatus for the purpose of transmitting, receiving, amplifying and distributing telephone, telegraph, television and radio signals and other video and aural programming and other communications services within the TOWN and to the inhabitants thereof.
- 2.3 Nothing in this Agreement shall be deemed to waive the requirements of the various generally applicable codes and ordinances of the TOWN regarding permits, fees to be paid, or manner of construction.
- 2.4 No privilege or power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE FRANCHISE

This Franchise is non-exclusive.

4.0 FRANCHISE SUBJECT TO LAW AND REGULATION

4.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC.

4.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC

a. All rights and privileges granted hereby are subject to the police power of the TOWN to adopt and enforce local laws, rules and regulations necessary to the health, safety and general welfare of the public. Expressly reserved to the TOWN is the right to adopt, in addition to the provisions of this Agreement and existing laws, ordinances, and regulations, such additional laws and regulations as it may find necessary in the exercise of its police power; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Agreement and consistent with all federal and state laws, rules, regulations and orders.

b. Within sixty (60) days of the effective date of this franchise, Franchisee shall file a request for certification of this franchise renewal with the NYSPSC and shall provide the TOWN with evidence of such filing.

c. The Supervisor, or other person as designated by the TOWN, will be responsible for the continuing administration of the rights and interests of the TOWN.

d. In accordance with 16 NYCRR Section (890.80), Franchisee shall issue annual customer notices in compliance with Federal and State rules,

and shall comply with all industry codes of good practice that regulate Franchisee's customer service responsibilities.

e. In the event of conflicting provisions, Franchisee shall comply with the provision establishing a stricter standard.

5.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

5.1 In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be effectively repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as possible before work was commenced by Franchisee.

5.2 Upon request of a person holding a building or moving permit issued by the TOWN, FRANCHISEE shall temporarily raise or lower its wires or other property or relocate the same temporarily to permit the moving or erection of buildings. The person requesting it shall pay the total expenses of any such temporary removal, raising or lowering of wires or other property in advance to Franchisee. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

6.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

6.1 No assignment or transfer of the Franchise shall occur without the prior written consent of the TOWN, which consent will not be unreasonably withheld or delayed. Change of control or ownership of the Franchisee, the system or of this Franchise within that group of present and future business organizations all of which would be defined as

"affiliates" of the Franchisee pursuant to Federal Securities laws, shall not be deemed a change of control or ownership for the purposes of this Agreement.

6.2 At least one-hundred twenty (120) days before any assignment or transfer scheduled is to become effective, Franchisee shall petition in writing for the TOWN's written consent of such proposal.

6.3 In determining whether to approve said petition, the TOWN may consider the following in determining the ability of the proposed assignee or transferee to meet the obligations of the franchise hereunder:

- a) Experience of proposed assignee or transferee (including investigating of proposed assignee or transferee's service record in other communities);
- b) Qualifications of proposed assignee or transferee;
- c) Legal integrity of proposed assignee or transferee;
- d) Financial ability and stability of the proposed assignee or transferee;
- e) The plans of the proposed assignee or transferee as to operation and maintenance of the system;
- f) The likely effects of the transfer or assignment on the health, safety, and welfare of the citizenry of the community relative to the operation of the system.

6.4 If the TOWN refuses to grant the petition, it shall set forth specific reasons for its decision in writing by municipal resolution.

7.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

7.1 The TOWN may revoke this franchise and all rights of Franchisee hereunder

for any of the following reasons:

- a) Franchisee fails, after sixty (60) days prior written notice from the TOWN, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer pertain with respect to the condition that precipitated the notice; or
- b) Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or
- c) Franchisee attempts or does practice a fraud or deceit in its securing or renewal of this franchise; or

- d) Franchisee fails to comply with provisions of this Agreement, pertaining to public, educational, and governmental access; or
- e) Franchisee practices fraud or displays repeated negligence in the accurate reporting of information to the TOWN, including but not limited to information pertaining to Franchisee's calculation of the TOWN's franchise fee; or
- f) Franchisee fails to pay any legally owed taxes or fees due the TOWN, unless the amount of such payment is part of a good faith dispute; or
- g) Franchisee fails to maintain adequate insurance as specified in this Agreement; or
- h) Franchisee fails to obtain the prior approval of the TOWN for transfer or assignment of the franchise; or
- i) Franchisee fails to provide and maintain the system as specified in section 11.0 herein.

7.2 Notwithstanding the above, no revocation shall be effective unless and until the TOWN adopts a resolution setting forth the cause and reason for the revocation and the effective date thereof, which resolution shall not be adopted until after the expiration of sixty (60) days prior written notice to Franchisee and an opportunity for Franchisee to be fully and fairly heard at a public hearing held on the proposed adoption of such ordinance or resolution.

7.3 In no event, and notwithstanding any contrary provision in this section or

elsewhere in this Agreement, shall this Agreement be subject to revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, and any acts of God or of nature or other events beyond the immediate control of Franchisee.

7.4 In the event of such circumstances as described in 7.3, Franchisee may be excused

from its obligations herein during any such events or conditions, only upon notice to the TOWN. Such notice shall include clear evidence as to how such events have prevented Franchisee from meeting its obligations. The time specified for performance of Franchisee's obligations hereunder should extend for such reasonable time thereafter as may be agreed by the TOWN and Franchisee.

7.5 Franchisee shall not abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the TOWN and the Public Service Commission (NYSPSC).

7.6 Upon expiration, termination or revocation of this franchise, Franchisee, at its sole cost and expense shall remove any of its equipment, which exclusively supports the Cable TV System. In no way shall this paragraph require Franchisee to remove its equipment used in the Telephone or Broadband portion of its business.

8.0 SEVERABILITY

8.1 With the exception of material provisions as defined in this section, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or

rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

a. For the purposes of this section, material provisions are deemed to be:

1. Section 4.1 & 4.2.

2. Section 6.0.

3. Section 9.0.

4. Section 10.0.

5. Section 15.0.

6. Section 16.0.

9.0 EFFECTIVE DATE AND TERM

9.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

9.2 The term of this Agreement shall be fifteen (15) years from the effective date.

PART II – THE SYSTEM

10.0 SYSTEM SPECIFICATIONS

10.1 Subject to FCC and NYSPSC regulation, and subject to the system's capability of providing the services and facilities prescribed in this Agreement, the technical design of the system serving the TOWN shall be at the option of the Franchisee and as further described in this section. All such construction and any subsequent maintenance, repair or improvement of said system shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable

manner. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation.

- 10.2 Franchisee will construct the system throughout the Primary Service Area and any subsequent Line Extension areas using state of the art technology. The system currently delivers over **185 Digital standard definition video channels, 80 High Definition channels, 50 Digital Music channels, and 60 Analog channels.** The Cable TV system is being delivered using G-PON Fiber to the Home (FTTH) technology whereby the RF TV signals are overlaid on to the Fiber Optic cables that are carrying the Telephone and Broadband services. This RF overlay is accomplished using appropriate Waveform Division Multiplexers (WDM's), Erbium Doped Fiber Amplifier (EDFA) along with optical couplers which combines the Telephone, Broadband and Cable TV signals on to a single fiber without causing any interference between the services. This FTTH system has the capability to allow for the conversion of the RF Overlay technology to an IPTV delivered system, where all signals would be delivered in an IP format and converted at the customer's home to a format viewable by the customer's TV and other devices used to view TV signals. This conversion to an IPTV system would be done strictly at Franchisee's election if economically feasible and if doing so would be to the mutual benefit of the Franchisee and customers residing within the TOWN. The system electronics have the capacity to use the full 1 Ghz spectrum which has the minimum capacity of one hundred fifty-eight (158) NTSC channels which have the minimum capacity of 500 Digital QAM channels if all Analog channels were converted to Digital.

Franchisee shall continue to upgrade the current system serving the TOWN adding additional High Definition (HD) and Standard Definition (SD) channels as soon as practicable and economically feasible.

10.3 Throughout the term of this franchise, Franchisee shall maintain and make regular improvements to its system serving the TOWN to ensure that the technical capabilities of said system will not serve to be the sole limiting factor on Franchisee's ability to regularly implement new cable services as may be created and developed during the term of this franchise.

10.4 The design and construction of the system has & will continue to include substantial utilization of fiber optic technology.

10.5 The System has been designed to provide service throughout the Primary Service Area (as indicated on attached map referenced as **Exhibit 1**) within territorial limits of the TOWN. The System has been constructed with the capability of providing service to all residential housing units throughout the territorial limits of the TOWN at Franchisee's costs and expense, subject to the provisions of Section 13.3; however the intention is to first deliver service to those homes that are within the Primary Service Area (PSA). Any subsequent extensions of the system will be done as stated above under the provisions of Section 13.3.

11.0 SYSTEM PERFORMANCE STANDARDS

11.1 All signals carried by the system shall be transmitted with a degree of technical quality not less than that prescribed by rules of the Federal and State regulatory agencies having jurisdiction.

11.2 The Franchisee will operate and maintain a safe and reliable system. Construction

of the existing system is predominantly FTTH using a single fiber to deliver Telephone, Broadband and Cable TV services as described in Section 10.2. All strand and fiber optic cable installations meet and exceed all applicable sections of the National Electric Code.

11.3 Franchisee shall operate the system in compliance with all FCC and NYSPSC technical specifications designated for a Cable TV system using both RF Analog and Digital technologies and IP format over coax, copper or Fiber Optic cables, or other suitable methods of distribution.

11.4 Operation of the system shall be such that; no interference will be caused to broadcast and/or satellite television and radio reception; telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the TOWN.

12.0 SYSTEM MAINTENANCE AND REPAIR

12.1 Franchisee shall establish and adhere to maintenance policies, which provide service to subscribers at or above the performance standards, set forth herein.

12.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

12.3 Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

- 12.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, always, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III – THE SERVICE

13.0 GENERAL SERVICE OBLIGATION & TERRITORIAL LIMITS

- 13.1 In accordance with 16 NYCRR Section 895.1(b), Franchisee's system has been constructed as indicated on the attached **Exhibit 1**.

- 13.2 Franchisee shall comply with the requirements for construction of cable television plant and provisions of cable television service as set forth in Section 895.5 of the Rules of the NYSPSC.

- 13.3 Franchisee'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 I**. Franchisee has offered and agrees to continue to have cable service available, at the normal basic rate, to any resident requesting service who lives within 200 feet of aerial Fiber Optic, Trunk or Distribution cable, or a suitable feed-point in the Primary Service Area. Areas outside the Primary Service Area are considered as line extension areas and residents may receive service in accordance with the line extension formula (as stated below).

Any area in the TOWN not specified as part of the Primary Service Area is hereby designated a line extension area, and service shall be provided to any line extension area upon request provided that the area has at least 15 dwelling units per linear mile of aerial cable, and provided that Company is requested in writing to extend service into such areas by at least 80% of the homeowners residing in such areas, who shall execute and

deliver to Company written agreements to subscribe to the service for a period of eighteen (18) months.

Any resident in a line extension area falling below the minimum designations as outlined above, shall be able to receive service upon payment in full and in advance of a sum to be designated as a contribution in aid of construction (CAC):

a) Such CAC shall be computed as follows:

$$\frac{C}{CA} \times \frac{P}{LE} = SC (CAC)$$

C = the cost of construction of new plant.
CA = the average cost of construction per mile in the primary service area.
P = the either 15 dwelling units per linear mile of aerial cable or HPM in the primary service area.
LE = the number of dwelling units requesting service in the line extension area.
SC = subscriber contribution in aid of construction for the line extension.

b) Franchisee shall apply for all mandatory licenses, permits, amendments and approvals within thirty (30) days of the receipt of all CAC payments for a line extension area, and Franchisee shall provide service to line extension area within ninety (90) days of the receipt of all mandatory licenses, permits, amendments, and approvals.

During a five-year period commencing at the completion of CAC 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, Franchisee 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 address.

- 13.4 Access to Cable Service will not be denied to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

14.0 MUNICIPAL AND SCHOOL SERVICE

- 14.1 Franchisee shall provide one outlet of basic and standard cable service, at no charge, to any elementary, or secondary, public school, or parochial or private school, within the Primary Service Area, as defined by, and which receives funding pursuant to Title 1 of the Elementary and Secondary Education Act of 1965, 20 U.S.C. Section 24 1a et seq.
- 14.2 If more than one (1) TV is requested to be installed, the charges for the conversion of the delivered signal to a format that can be viewed by multiple TV viewing screens or devices will be borne by the entity requesting such Cable Television Service. Franchisee will provide written estimates and bills of materials indicating all costs involved with the design, engineering and installation of requested system within thirty (30) days of request.
- 14.3 As used in this Agreement, the terms, "School" shall mean those educational institutions within the TOWN chartered by the New York State Board of Regents pursuant to the New York Educational Law.

15.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

Franchisee will provide Public, Educational and Governmental access in accordance with the rules and regulations of the New York State Public Service Commission, as set forth in section 895.4 of the Commission's rules, and the rules of the FCC and Cable Consumer's Protection Act of 1992.

PART IV – FRANCHISEE'S OBLIGATIONS TO THE TOWN

16.0 FRANCHISE FEE

16.1 The Town understands it's right to negotiate a Franchise Fee and does not wish to impose such a fee. The Town reserves the right to renegotiate the Franchise Fee option after Agreement has been in effect for five (5) years.

17.0 INDEMNITY AND INSURANCE

17.1 Franchisee shall purchase and maintain the following levels of general liability insurance during the term of this Agreement that will protect Franchisee and the TOWN from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder.

- a) General Liability: \$1,000,000 per occurrence
- b) Excess liability or umbrella coverage: \$5,000,000

17.2 Franchisee shall indemnify and hold harmless the TOWN, its officers and employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury,

property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Cable TV System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the TOWN with respect to any programming provided by the TOWN, which is cablecast in the precise form provided by the TOWN, or from TOWN negligence or willful misconduct.

17.3 Each insurance policy shall bear the name of the TOWN as an additional insured and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the TOWN. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage, and within thirty (30) days after the effective date of this renewal Agreement, Franchisee shall furnish to the TOWN new certificates of insurance if there is a material difference between the requirements referenced herein and the certificates already on file with the TOWN.

17.4 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the state of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A+. The TOWN may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Agreement. Should the policies or certificates of

insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the TOWN shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld.

18.0 RATES AND CHARGES

Rates and charges imposed by Franchisee for Cable TV service will be set by Franchisee and may be subject to the approval of the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

18.2 Franchisee shall comply with all notice requirements contained in Federal and State law and regulations pertaining to rates and charges for Cable TV service.

18.3 The Franchisee shall not, as to rates, charges, services, service facilities, rules, regulations, or in any respect, make or grant any undue preference or advantage to any person nor subject any person to prejudice or disadvantage on the basis of race, creed, national origin, religion, color, gender, age, or disability. Nothing in this Section shall be construed to prohibit the reduction or waiving of charges for the purpose of attracting or retaining subscribers.

18.0 EMPLOYMENT PRACTICES

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

20.0 TOWN'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

20.1 The TOWN, at any time, may make reasonable inquiries related to its regulatory responsibilities, concerning the operation of the system, Franchisee shall respond to such inquiries forthrightly and in a timely fashion.

20.2 When repeated subscriber complaints cause the TOWN to question the reliability or technical quality of Cable TV service, the TOWN shall have the right and authority to test or require Franchisee to test, analyze, and report on the performance of the system. Franchisee shall cooperate fully with the TOWN in performing such testing.

a) In the event of repeated and persistent complaints about the same aspect of system performance, and testing requested by the TOWN and conducted by Franchisee fails to identify and correct the cause, the TOWN may require that such testing be performed or supervised by a TOWN designee or other person who is not an employee or agent of Franchisee. Franchisee shall reimburse the TOWN for the costs of such designee.

b) The TOWN may request that the NYSPSC test the system at any time and Franchisee will cooperate fully in the performance of such tests.

20.3 The TOWN shall have the right to inspect all construction work subject to the provisions of this Agreement and to make such tests as it shall find necessary to ensure compliance with the terms of this Agreement and other pertinent provisions of law.

20.4 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the TOWN, of all system facilities, together with any appurtenant property of Franchisee situated within the TOWN and outside of the TOWN if it is utilized in the operation of the system serving the TOWN.

21.0 TOWN'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

21.1 The TOWN reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee relating to the Franchisee's provision of Cable TV services, upon reasonable notice and during normal business hours. Such material shall be kept confidential and released only to duly authorized TOWN officials.

21.2 If any such maps or records are not kept in the TOWN, or upon notice Franchisee is unable to provide the records in the TOWN, and if the TOWN shall determine that an examination of such maps or records is necessary or appropriate to the performance of the TOWN's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

22.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE TOWN

22.1 Franchisee shall make available to the TOWN a copy of any financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the Cable services offered with the system in the TOWN.

22.2 The following system and operational reports shall be made available annually within a reasonable period to the TOWN upon request:

- a) A summary of the previous year's activities including, but not limited to, the number (subscriber totals) used to calculate "gross receipts".
- b) A summary of service requests received and the disposition of same;

- c) A summary of the number of area outages, the reasons therefore, and the action and time taken to restore service.

22.3 Franchisee shall furnish to the TOWN such additional information and records with respect to the operation, affairs, transactions or property of the system and the service provided to the TOWN under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the TOWN in connection with this Agreement.

23.0 MANDATORY RECORD KEEPING

23.1 Franchisee shall comply with all record keeping requirements established by Federal and State law and regulation.

23.2 The Franchisee shall maintain a full and complete set of plans, records and "as built" maps showing the exact location of all installed facilities in use in the TOWN, exclusive of subscriber service drops.

23.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the TOWN or its designee during Franchisee's regular business hours upon reasonable request.

24.0 MUNICIPAL EMERGENCIES & EMERGENCY ALERT SYSTEM

Franchisee shall participate, to the extent required by law, rule or regulation in national or regional emergency alert notifications. Franchisee has installed and maintains in accordance with FCC rules, an EAS system that provides emergency alerts to subscribers of bona fide emergencies as per section 896.5 of the Commission's rules & Regulations.

PART V – FRANCHISEE’S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER

SERVICE REQUIREMENTS

25.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

Franchisee shall comply with the Consumer Protection and Franchisee Billing Practices as per (Parts 890 & 896) of the rules and regulations of the NYSPSC as well as with all industry codes of good practice.

26.0 REQUIREMENT FOR ADEQUATE CABLE TV SYSTEM

26.1 Franchisee has built and maintains a Cable TV system that meets, at a minimum, standards set by Federal and State law and regulation, as well as industry codes of good practice. In the event of conflicting provisions, Franchisee shall comply with that establishing the stricter standard.

26.2 Franchisee has the ongoing responsibility to ensure that the Cable TV system utilized meets the customer service needs of its subscribers. In evaluating the performance of Franchisee under this Section, the TOWN may review the Cable TV system in use in other jurisdictions by other communications companies, Cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of Cable TV systems performance commonly used in the industry, and other relevant factors.

27.0 MISCELLANEOUS PROVISIONS

27.1 Franchisee shall ensure that the subscriber’s premises are restored to their pre-existing condition if damaged by Franchisee’s employees or agents in any respect in connection with the installation, repair, or disconnection of Cable TV service. The Franchisee shall

be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

PART VI – GUARANTEE OF FRANCHISEE’S PERFORMANCE

28.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

28.1 Upon thirty (30) days notification by the TOWN, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of Franchisee under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the TOWN. All performance evaluation meetings shall be open to the public.

28.2 Topics which may be discussed at any performance evaluation session may include, but not be limited to, system performance, compliance with this Agreement and applicable law, customer service and complaint response, subscriber privacy, services provided, programming offered, service rate structures, fees described in this Agreement, penalties, free or discounted services, applications of new technologies, and judicial and FCC filings.

28.3 During review and evaluation, Franchisee shall fully cooperate with the TOWN and shall provide such information and documents, as the TOWN may reasonably need to perform its review.

28.4 Each performance evaluation session shall be deemed to have been completed as of the date the TOWN issues a final report on its findings.

28.5 Any valid reporting requirements contained in this franchise may be satisfied with

system wide statistics, except for reporting requirements related to franchise fees and customer complaints (Section 895.1(t)).

29.0 EFFECT OF TOWN'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

29.1 Franchisee shall comply with all provisions of this Agreement and applicable local, State and Federal law and regulation. Once breach of a provision or provisions is identified by the TOWN and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the penalty or revocation provisions of this Agreement shall pertain as applicable.

29.2 Any fines or other claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced. Franchisee's responsibility to cure any such breach or remit any such fines or claims shall not be diminished by the failure of the TOWN to enforce any provision of this Agreement and Franchisee hereby agrees to waive any statute of limitations that may be applicable to any such breach during the term of this Agreement.

30.0 APPROVAL OF THE NYSPSC

The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable Federal, State and Local law, the Rules and Regulations of the FCC, the NYSPSC, or its successor agency, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC, or its successor agency, and the FCC.

31.0 FAVORABLE TERMS

As per Section 895.3 of the NYSPSC rules, "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 less than those burdens placed upon another cable television franchise operating in the same franchise area". If the TOWN does award an additional franchise that creates an "Unlevel Playing Field", Franchisee shall have the right to petition the TOWN for amendments to this agreement that restore the "Level Playing Field" for all franchised operators within the TOWN, and approval of the amendments shall not be unreasonably withheld and shall not become effective until receiving prior approval from the NYSPSC.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

TOWN of GILBOA

BY: *Alicia Terry*
Supervisor

DATE: 11.18.2020

MIDTEL CABLE TV, Inc.

BY: *Ronald R. Loope*

DATE: 12-4-2020

ATTACHMENT B

RESOLUTION # 55 – 2020

TITLE: Approving A Franchise Agreement for the Provision of Cable TV Services between the Town of Gilboa, County of Schoharie, State of New York and MIDTEL Cable TV, Inc.

WHEREAS, the Town of Gilboa has received a Franchise Agreement for the Provision of Cable TV Services for a portion of the Town, and

WHEREAS, the Town of Gilboa advertised, and held a Public Hearing during their November 4, 2020 Town Board Meeting, and

WHEREAS, as a result of the review by the Town Attorney the Franchise Agreement is in the proper form and is satisfactory for execution by the Town, and

WHEREAS, there were no comments during the duly noticed, opened and closed public hearing that would cause the Town Board to recommend disapproval of the Franchise Agreement, now therefore be it

RESOLVED, that the Gilboa Town Board approves the Franchise Agreement for the Provision of Cable TV Services between the Town of Gilboa, Schoharie County, State of New York and MIDTEL Cable TV, Inc., and be it further

RESOLVED, that the Gilboa Town Supervisor is hereby authorized and directed to execute the Franchise Agreement on behalf of the Town of Gilboa.

Roll Call:

Supervisor Terry- Approved
Councilman Parker- Approved
Councilman Stryker-Approved
Councilwoman Pickett- Approved
Councilwoman Moore-Approved

On the motion of Councilman Parker seconded by Councilman Stryker, all in favor, carried.
Resolution #55-2020 passes.

Town Clerk, Linda Wyckoff

ATTACHMENT C

*Times Journal
Oct. 28th 2020
RW*

**TOWN OF GILBOA
NOTICE OF PUBLIC HEARING ON
THE 2021 PRELIMINARY BUDGET
OF THE TOWN OF GILBOA**

NOTICE IS HEREBY GIVEN that the Preliminary Budget for the Town of Gilboa for the fiscal year 2021, including general funds, highway funds, fire protection district funds and fire district funds has been completed and filed in the office of the Town Clerk of the Town of Gilboa, 373 State Rte 990V, Gilboa, NY where it is available for inspection by any interested person during office hours.

The Town Board of the Town of Gilboa shall hold a public hearing on said Preliminary Budget on Wednesday, November 4th, 2020 at 7:00pm in the Town Hall showing such changes, alterations and revisions as shall have been made therein by the Town Board of the Town of Gilboa. At such hearing, any person may be heard in favor of or against the preliminary budget as compiled or for or against any item or items therein contained.

The following are the proposed 2021 salaries of certain Town Officers of the Town of Gilboa:
 Supervisor \$14,586.00
 Councilmen 4 @ \$4,557.00 each
 Town Justice \$9,400.00
 Supt of Highways \$63,857.00
 Town Clerk/Collector \$44,220.00
 Assessor Chairman \$9,185.00
 Assessors 2 @ \$4,522.50 each
 Citizens have the right to provide written and oral

16, 2020
 Leslie J. Price
 Clerk/Treasurer
 Village of Schoharie
 Oct28c5

**LEGAL NOTICE
PLEASE TAKE NOTICE** that the Town of Gilboa has scheduled a Public Hearing to receive input on the Cable TV Franchise application submitted by MIDTEL CABLE TV to provide Cable TV services to residents of the Town. The hearing shall be held on November 4, 2020 at 7:15PM at the Town Hall located at 373 State Route 990V, Gilboa, New York. This agreement, if approved, shall not take effect without prior approval of the New York Public Service Commission. Copies of the franchise agreement are on file with the Town of Gilboa Town Clerk and can be viewed during normal business hours at the Town Hall. All interested persons will be given an opportunity to be heard at the Public Hearing.

Dated: 10/21/2020
 Linda Wyckoff,
 Town Clerk
 Oct28c5

**NOTICE
TOWN OF GILBOA
NOTICE IS HEREBY GIVEN** that a public hearing will be held by the Town Board of the Town of Gilboa, Schoharie County, New York at the Gilboa Town Hall, November 4th, 2020 at 6:45 pm for the purpose of considering the contracting with Conesville Fire District, New York and the Grand Gorge Fire District, Grand Gorge, New York for the protection and ambulance service to be furnished to the Fire

located in Schoharie County. The Secretary of State has been designated as agent upon whom process may be served and shall mail a copy of any process served on him or her to, MGG Quality Construction, LLC, 275 State Route 30, Esperance, NY 12066. Its business is to engage in any lawful activity for which limited liability companies may be organized under Section 203 of the New York Limited Liability Company Act.
 6Dec2c5

**TOWN OF
BLENHEIM
NOTICE OF
PUBLIC HEARING
PLEASE TAKE
NOTICE** the Preliminary Budget for the Town of Blenheim, Schoharie County, New York for the fiscal year beginning January 1, 2021 has been filed with the Town Clerk of the Town of Blenheim and that a separate public hearing on the matters referenced to herein will be held at the Town Hall, 1748 State Route 30, North Blenheim, New York, on the 4th day of November, 2020 at 6:30 pm and during the regularly scheduled Town Board Meeting. The Town Board of the Town of Blenheim will hear any person in favor of, opposed to or comment about the 2021 preliminary budget as filed with the Town Clerk, a copy of which is available for inspection during office hours. Pursuant to Section 108 of The Town Law, proposed salaries of Town Officers are hereby specified:
 Supervisor \$4,000.00
 Councilman (4) \$1,800.00 each

The Mountain Eagle

and SCHOHARIE NEWS

I, Matthew Avitabile, being duly sworn, depose and say that I am the owner, manager, assistant manager or program director of the Mountain Eagle Newspaper publishing in Schoharie, New York, and state that the notice (or summary or description of the notice) described as below was printed on the following days:

TOWNSHIP GILBOA

OCT 2nd - TIRE DAY

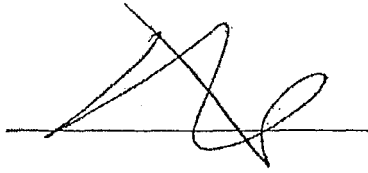
OCT 16th - BUDGET WKSH.P

OCT 23rd - MIDTEL FRANCHISE

OCT 23rd - PRELIM BUDGET

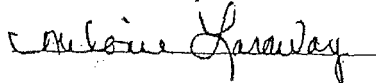
OCT 30th - INFO MTH

PRELIM BUDGET



Signature

Subscribed and sworn before me 11/20 20 20.



Notary Public/Justice of the Peace

MELANIE LARAWAY
Notary Public, State of New York
Reg. No. 01LA0156788
Qualified in Schoharie County
Commission Expires December 4, 20 22

Legal Notice

Please take notice that the Town of Gilboa has scheduled a Public Hearing to receive input on the Cable TV Franchise application submitted by MIDTEL CABLE TV to provide Cable TV services to the residents of the Town. The hearing shall be held on November 4th, 2020 at 7:30 at the Town Hall, located 373 State Route 990V at Gilboa NY.

This agreement, if approved, shall not take

effect without prior approval of the New York Public Service Commission. Copies of the franchise agreement are on file with the Town of Gilboa Town Clerk and can be viewed during normal business hours at the Town hall.

All interested persons will be given an opportunity to be heard at the Public Hearing.
Dated 10/21/2020
Linda Wyckoff
Town Clerk

ATTACHMENT D

MIDTEL CABLE TV Technical Specifications & Design

The MIDTEL CABLE TV system is provided using RF Overlay on the G-PON Fiber Optic plant installed in the Town of Gilboa which provides both Telephone and Broadband services.

The current bandwidth of the system in Gilboa is 1 GHZ, with future expansion available if needed. The Head End is located in Middleburgh, NY and currently provides 60 Analog channels, 180 Digital QAM channels. 50 Digital Music Channels and 80 HD channels.

The G-PON system is provided by AdTran and the video signals are transported from the head end to remote offices where they are combined with the Telephone and Broadband services using EDFA (Erbium-doped fiber amplifier) and WDM (Wavelength-division multiplexing) technology.

The goal is to eventually replace all of the original Coax plant with the above FTTH technology. The technical description below describes the original system design.

The original MIDTEL CABLE TV system is a 750 Mhz system that has been built using HFC (Hybrid Fiber Coax) technology. The system was originally built in 1995 using electronics manufactured by Scientific Atlanta (now Cisco/SA), and has been upgraded and extended as needed over the last 25 years.

The system was originally built as an Analog system offering a channel lineup of 45 video channels consisting of 7 local Off-Air Broadcast channels from the Albany-Schenectady-Troy DMA and a variety of satellite delivered channels received directly at the MIDTEL Head End facility with a "dish farm" of satellite dishes ranging in size from 3.7 to 3.8 meters in diameter. These signals are combined and processed using a combination of receivers, modulators and processors, and distributed to subscribers via the HFC system.

Page 2

The evolution of the system to a combination Analog and Digital lineup has been accomplished by the addition of Digital QAM (Quadrature Amplitude Modulated) technology. These 256 QAM channels are provided using Motorola APEX's and a variety of Encoders and De-mux devices that receive the signals from the Satellite and Off-Air receivers and encode them into an IP format for insertion to the APEX's for conversion to RF signals. This technology provides the ability to carry numerous 256 QAM Digital channels in the same 6 Mhz Channel band that can carry a single Analog channel. In addition to the standard Head End technology noted, the addition of a Stat-Mux (statistical multiplexer) device allows for as many as 3 to 4--19.2 Mhz High Definition channels to be placed on a single 6 Mhz channel with no degradation in picture quality or adjacent channel interference.

The Analog channels are separated into 2 tiers of service (Broadcast Basic and Expanded Basic), and are secured using negative tier traps. The Digital channels are 100% encrypted using a Motorola DAC (Digital Addressable Controller) housed at a remote NASRAC (National Authorization Service—Regional Access Control) facility, and subsequently combined with the MIDTEL billing system to properly provision the set top boxes with the services the subscriber has requested.

MIDTEL is a wholly owned subsidiary of the Middleburgh Telephone Company, and does not offer a Cable Modem service for High Speed data and Internet access, as all MIDTEL Cable TV subscribers are in the Middleburgh Telephone service area and have access to Telephone and DSL services from Middleburgh Telephone.

The Primary service area as indicated on the system map labeled Exhibit 1 is the current coverage area of the system and there are no immediate plans to expand the coverage area. Any requests for line extensions are handled in accordance with section 13 of the franchise that is in compliance with PSC guidelines. In the event a line extension is required, all materials used and practices employed in the construction, installation and maintenance of the system will be performed in a safe, thorough and reliable manner in compliance with required safety standards such as NESC and NEC technical standards of the State and FCC.

ATTACHMENT E

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

In the Matter of the Petition of
MIDTEL CABLE TV, Inc. Pursuant
to Section 221 of the Public Service Law
for Confirmation of a Cable TV
Franchise awarded by the Town of Gilboa
(Schoharie County)

Case # _____

DECLARATION OF DONALD R. SNOOP

A complete copy of MIDTEL CABLE TV Inc.'s Petition for Confirmation will be sent to
Linda Wyckoff Town Clerk on December 4, 2020 by 1st Class mail addressed to her at
Town of Gilboa, P.O. Box 267, Gilboa, New York 12076.

**I declare under penalty of perjury that, to the best of my knowledge, the foregoing is
true and correct.**



DONALD R. SNOOP

**Dated: Middleburgh, New York
December 4, 2020**

ATTACHMENT F

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

In the Matter of the Petition of
MIDTEL CABLE TV, Inc. Pursuant
to Section 221 of the Public Service Law
for Confirmation of a Cable TV
Franchise awarded by the Town of Gilboa
(Schoharie County)

Case # _____

DECLARATION OF DONALD R. SNOOP

A notice with the following text will be published on December 9, 2020 in the Times Journal, and also on December 11, 2020 in the Mountain Eagle News. The Times Journal and Mountain Eagle News have both been designated as the official newspapers of the Town. MIDTEL has submitted the notice to the newspapers, has arranged for payment for the publication, and has been assured that the notice will appear in the newspapers on the specified date.

PLEASE TAKE NOTICE that MIDTEL CABLE TV, Inc. ("MIDTEL") has filed a Petition with the New York State Public Service Commission ("Commission") seeking confirmation and approval of a cable television franchise awarded to MIDTEL by the Town of Gilboa, New York. A copy of the petition is available at the office of the Town Clerk, the Department of Public Service or from MIDTEL during normal business hours. Interested parties may file comments on the Petition with the NYS Department of Public Service, Three Empire State Plaza, Albany, New York 12223 within ten days of the date of publication of this notice.

I declare under penalty of perjury that, to the best of my knowledge, the foregoing is true and correct.


DONALD R. SNOOP

**DATED: Gilboa, New York
December 4, 2020**

ATTACHMENT G

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
MIDTEL CABLE TV, Inc.			
Name of Action or Project:			
Town of Gilboa Cable TV System Build			
Project Location (describe, and attach a location map):			
Town of Gilboa			
Brief Description of Proposed Action:			
MIDTEL CABLE is proposing to extend it's Cable TV system into the Town of Gilboa using existing Fiber Optic cables owned by The Middleburgh Telephone Co. (MIDTEL)			
Name of Applicant or Sponsor:		Telephone: 518-827-5211	
MIDTEL CABLE TV, Inc.		E-Mail: don.snoop@corp.midtel.com	
Address:			
103 Cliff Street			
City/PO:		State:	Zip Code:
Middleburgh		New York	12122
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input checked="" type="checkbox"/> <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO YES
If Yes, list agency(s) name and permit or approval:			<input checked="" type="checkbox"/> <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		N/A acres	
b. Total acreage to be physically disturbed?		N/A acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		N/A acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: The Cable TV system will be built using Fiber Optic technology which does not require any additional amplifiers, power supplies, etc. to deliver the Cable TV services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ There is no requirement for water connection for this project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ There is no requirement for wastewater connection for this project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input checked="" type="checkbox"/> Forest <input checked="" type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>MIDTEL CABLE TV, Inc.</u> Date: <u>11-4-2020</u>		
Signature: <u><i>Donald P. [Signature]</i></u> Title: <u>Director of Video Services</u>		

Project: _____

Date: _____

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Project: _____

Date: _____

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Gilboa Town Board

Name of Lead Agency

11-04-2020

Date

Alicia Terry

Print or Type Name of Responsible Officer in Lead Agency

Supervisor

Title of Responsible Officer

Alicia Terry

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

PRINT FORM