



2011 FEB 23 PM 2:31  
EVERETT COUNTY  
PUBLIC SERVICE COMMISSION  
ALBANY, NY

February 17, 2011

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 Ashland, Greene 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 Ashland for a period of fifteen (15) years as set forth in part 2 of the Franchise dated the December 27, 2010.

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 Ashland, Greene County, New York. This application is applicable to a (15) fifteen year period.

5b. The franchise serves the following additional municipalities:

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

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 Ashland 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 Ashland are:

Subscribers Basic Service \$ 59.95  
Premium Services available from \$ 3.99 to \$ 15.95

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

There were approximately 10 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 during the previous twelve (12) months 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 16 to 24 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 Columbia 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 Columbia County over the past year by a business operating in Columbia 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.

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. Three true copies 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.

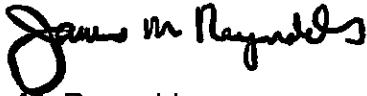
16. The proposed operations to continue providing cable television service to the Town of Ashland, New York, would in no way be inconsistent with and Federal or State law or regulation.

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, appearing to read "James M. Reynolds". The signature is fluid and cursive, with the first letter of "James" being a large, stylized capital "J".

James M. Reynolds  
President

JMR/jm

cc: Mr. Richard E. Tompkins, Supervisor, Town of Ashland, PO Box 129, Ashland, NY 12468

Certified Letter #7007 2680 0002 3151 3641

**EXHIBIT A**

**TOWN OF ASHLAND  
FRANCHISE RENEWAL NOTIFICATION**

(Number of subscribers from February 7th, 2011)

| <b>Municipality</b>     | <b>Total Basic Subscribers</b> | <b>Total Premiums<br/>Units</b> |
|-------------------------|--------------------------------|---------------------------------|
| Town of Catskill        | 1927                           | 566                             |
| Village of Catskill     | 1195                           | 317                             |
| Town of Athens          | 647                            | 187                             |
| Village of Athens       | 470                            | 130                             |
| Town of Greenport       | 1090                           | 315                             |
| Town of Stockport       | 753                            | 241                             |
| City of Hudson          | 1753                           | 503                             |
| Town of Claverack       | 965                            | 343                             |
| Village of Philmont     | 336                            | 76                              |
| Town of Coxsackie       | 776                            | 157                             |
| Village of Coxsackie    | 751                            | 189                             |
| Village of Ravena       | 1162                           | 318                             |
| Town of Coeymans        | 486                            | 127                             |
| Town of Bethlehem       | 14                             | 2                               |
| Town of New Baltimore   | 529                            | 160                             |
| Town of Cairo           | 1710                           | 433                             |
| Town of Greenville      | 746                            | 150                             |
| Town of Livingston      | 850                            | 260                             |
| Town of Westerlo        | 387                            | 89                              |
| Town of Gallatin        | 144                            | 50                              |
| Town of Prattsville     | 128                            | 22                              |
| Town of Windham         | 1312                           | 301                             |
| Town of Ashland         | 105                            | 32                              |
| Town of Durham          | 454                            | 76                              |
| Town of Rensselaerville | 289                            | 49                              |
|                         |                                |                                 |

# Exhibit B

| Channel | Frequency | 750MHz                     | x |
|---------|-----------|----------------------------|---|
| 2       | 54-60     | WMHT                       | x |
| 3       | 60-66     | Fox News                   | x |
| 4       | 66-72     | TV Guide                   | x |
| A-8     | 72-76     | WFME - Hits data stream    |   |
| 5       | 76-82     | QVC                        | x |
| 6       | 82-88     | WRGB                       | x |
| A-5     | 90-96     | HSN                        |   |
| A-4     | 96-102    | Digital HD                 |   |
| A-3     | 102-108   | Digital HD                 |   |
| A-2     | 108-114   | iCentral data stream 108.2 |   |
| A-1     | 114-120   | Digital SD - HD            | x |
| 14      | 120-126   | Digital SD - HD            | x |
| 15      | 126-132   | Digital SD - HD            |   |
| 16      | 132-138   | Digital SD - HD            |   |
| 17      | 138-144   | EWTN                       |   |
| 18      | 144-150   | Open                       |   |
| 19      | 150-156   | OTB / C-Span 1             | x |
| 20      | 156-162   | WRNN                       | x |
| 21      | 162-168   | Open                       | x |
| 22      | 168-174   | Digital HD                 | x |
| 7       | 174-180   | WCWN                       | x |
| 8       | 180-186   | WXXA-Fox-23                | x |
| 9       | 186-192   | My Network Station         | x |
| 10      | 192-198   | WTEN-10                    | x |
| 11      | 198-204   | Local Orig.                | x |
| 12      | 204-210   | FX                         | x |
| 13      | 210-216   | WNYT-13                    | x |
| 23      | 216-222   | Lifetime                   | x |
| 24      | 222-228   | CNBC                       | x |
| 25      | 228-234   | Disney                     | x |
| 26      | 234-240   | Spike TV                   | x |
| 27      | 240-246   | TWC                        | x |
| 28      | 246-252   | ESPN classics              | x |
| 29      | 252-258   | ESPN                       | x |
| 30      | 258-264   | ESPN-2                     | x |
| 31      | 264-270   | Nickelodeon                | x |
| 32      | 270-276   | MSG Plus                   | x |
| 33      | 276-282   | Fox Sports                 | x |
| 34      | 282-288   | WE                         | x |
| 35      | 288-294   | TNT                        | x |
| 36      | 294-300   | ABC Family                 | x |
| 37      | 300-306   | Discovery                  | x |
| 38      | 306-312   | Hallmark                   | x |
| 39      | 312-318   | A&E                        | x |
| 40      | 318-324   | YES                        | x |
| 41      | 324-330   | Style                      |   |
| 42      | 330-336   | Biography                  | x |
| 43      | 336-342   | Country Music TV           | x |
| 44      | 342-348   | USA                        | x |
| 45      | 348-354   | Sports Net NY (METS)       | x |
| 46      | 354-360   | MTV                        | x |
| 47      | 360-366   | Versus (Outdoor Life)      | x |
| 48      | 366-372   | Syfy                       | x |
| 49      | 372-378   | Cartoon                    | x |
| 50      | 378-384   | HGTV                       | x |
| 51      | 384-390   | The History Ch.            | x |
| 52      | 390-396   | Comedy Central             | x |
| 53      | 396-402   | Bravo                      | x |
| 54      | 402-408   | WTBS                       | x |
| 55      | 408-414   | The Learning Channel       | x |
| 56      | 414-420   | E! Entertainment           | x |
| 57      | 420-426   | CNN                        | x |
| 58      | 426-432   | Headline News              | x |
| 59      | 432-438   | National Geographic        | x |
| 60      | 438-444   | Game Show                  | x |

|     |         |                         |   |
|-----|---------|-------------------------|---|
| 61  | 444-450 | MSNBC                   | x |
| 62  | 450-456 | SOAP Net                |   |
| 63  | 456-462 | VH-1                    | x |
| 64  | 462-468 | Food Network            | x |
| 65  | 468-474 | TV Land                 | x |
| 66  | 474-480 | True TV                 | x |
| 67  | 480-486 | FMC                     | x |
| 68  | 486-492 | TCM                     | x |
| 69  | 492-498 | American Movie Classics | x |
| 70  | 498-504 | Animal Planet           | x |
| 71  | 504-510 | Travel Ch.              | x |
| 72  | 510-516 | Golf                    | x |
| 73  | 516-522 | Speedvision             | x |
| 74  | 522-528 | FUSE                    | x |
| 75  | 528-534 | Open                    | x |
| 76  | 534-540 | G4                      | x |
| 77  | 540-546 | Digital SD - HD         |   |
| 78  | 546-552 | Digital SD - HD         |   |
| 79  | 552-558 | Digital SD - HD         |   |
| 80  | 558-564 | Digital SD - HD         |   |
| 81  | 564-570 | Digital SD - HD         |   |
| 82  | 570-576 | Open                    |   |
| 83  | 576-582 | Digital SD - HD         |   |
| 84  | 582-588 | DOCSIS Narrow Cast      |   |
| 85  | 588-594 | DOCSIS Narrow Cast      |   |
| 86  | 594-600 | DOCSIS Narrow Cast      |   |
| 87  | 600-606 | DOCSIS Narrow Cast      |   |
| 88  | 606-612 | VOD                     |   |
| 89  | 612-618 | VOD                     |   |
| 90  | 618-624 | Digital SD - HD         |   |
| 91  | 624-630 | Digital SD - HD         |   |
| 92  | 630-636 | Digital SD - HD         |   |
| 93  | 636-642 | Digital SD - HD         |   |
| 94  | 642-648 | Digital SD - HD         |   |
| 100 | 648-654 | Digital SD - HD         |   |
| 101 | 654-660 | Digital SD - HD         |   |
| 102 | 660-666 | Digital SD - HD         |   |
| 103 | 666-672 | Digital SD - HD         |   |
| 104 | 672-678 | Digital SD - HD         |   |
| 105 | 678-684 | Digital SD - HD         |   |
| 106 | 684-690 | Digital SD - HD         |   |
| 107 | 690-696 | Digital SD - HD         |   |
| 108 | 696-702 | Digital SD - HD         |   |
| 109 | 702-708 | Digital SD - HD         |   |
| 110 | 708-714 | Digital SD - HD         |   |
| 111 | 714-720 | Digital SD - HD         |   |
| 112 | 720-726 | Digital SD - HD         |   |
| 113 | 726-732 | Digital SD - HD         |   |
| 114 | 732-738 | Digital SD - HD         |   |
| 115 | 738-744 | Digital SD - HD         |   |
| 116 | 744-750 | Digital SD - HD         |   |
|     |         |                         |   |



Mid- Hudson Cathlevision  
200 Jefferson Hgts  
Catskill, NY  
12414  
518-943-6600

Model: SDA-5000

Operator: ?

Date: 09/24/10 Time: 12:42:05

Description:

Serial #: 8383902  
File: NODE#131

Cal Date: 01/04/10  
DOS File: NODE#131

| Chan  | Location: CORP/ENRIDGE   |                 |                   | Amplifier            |            |            | Response Prod       |  |  |
|-------|--------------------------|-----------------|-------------------|----------------------|------------|------------|---------------------|--|--|
|       | Location Type: FieldTest |                 |                   | Power City           |            |            | Forward Prod:       |  |  |
|       | Area:                    |                 |                   | Feeder Network City: |            |            | Rev Equalizer:      |  |  |
|       | Test Pnt Type:           |                 |                   | Trunk Term:          |            |            | Feed Equalizer:     |  |  |
|       | Test Pnt Conn:           |                 |                   | Voltage Setting:     |            |            | Temp:               |  |  |
| Label | Video<br>(dBmV)          | Audio<br>(dBcV) | Delta V/A<br>(dB) | C/N<br>(dB)          | Hum<br>(%) | Mod<br>(%) | DC Voltage (uVrms): |  |  |
| 2     | 9.3                      | -4.3            | 13.6              | 46.0                 | 0.7        | 66.4       |                     |  |  |
| 3     | 10.5                     | -4.7            | 15.3              |                      |            |            |                     |  |  |
| 4     | 10.5                     | -3.4            | 13.9              |                      |            |            |                     |  |  |
| 5     | 11.3                     | -5.1            | 16.4              |                      |            |            |                     |  |  |
| 6     | 11.1                     | -4.6            | 15.7              |                      |            |            |                     |  |  |
| 95    | 8.4                      | -6.9            | 15.3              |                      |            |            |                     |  |  |
| 96    | 5.2                      | 0.0             | 5.2               |                      |            |            |                     |  |  |
| 97    | 5.8                      | 0.0             | 5.8               |                      |            |            |                     |  |  |
| 99    | 4.9                      | 0.0             | 4.9               |                      |            |            |                     |  |  |
| 14    | 5.1                      | 0.0             | 5.1               |                      |            |            |                     |  |  |
| 15    | 5.0                      | 0.0             | 5.0               |                      |            |            |                     |  |  |
| 16    | 5.3                      | 0.0             | 5.3               |                      |            |            |                     |  |  |
| 17    | 10.9                     | -4.7            | 15.6              |                      |            |            |                     |  |  |
| 19    | 10.6                     | -5.0            | 15.6              |                      |            |            |                     |  |  |
| 20    | 12.1                     | -3.8            | 15.9              |                      |            |            |                     |  |  |
| 22    | 6.8                      | 0.0             | 6.8               |                      |            |            |                     |  |  |
| 7     | 13.0                     | -1.7            | 14.7              |                      |            |            |                     |  |  |
| 8     | 13.6                     | -3.2            | 16.8              |                      |            |            |                     |  |  |
| 9     | 13.4                     | 0.3             | 13.1              |                      |            |            |                     |  |  |
| 10    | 13.4                     | -2.6            | 16.0              |                      |            |            |                     |  |  |
| 11    | 12.8                     | -3.0            | 15.8              |                      |            |            |                     |  |  |
| 12    | 14.2                     | -1.3            | 15.5              |                      |            |            |                     |  |  |
| 13    | 14.0                     | -1.5            | 15.5              | 49.5                 |            | 68.0       |                     |  |  |
| 23    | 13.9                     | -0.7            | 14.6              |                      |            |            |                     |  |  |
| 24    | 14.8                     | -0.1            | 14.9              |                      |            |            |                     |  |  |
| 25    | 15.0                     | -0.1            | 15.1              |                      |            |            |                     |  |  |
| 26    | 14.6                     | -1.5            | 16.1              |                      |            |            |                     |  |  |
| 27    | 15.8                     | -0.2            | 16.0              |                      |            |            |                     |  |  |
| 28    | 15.2                     | -0.6            | 15.8              |                      |            |            |                     |  |  |
| 29    | 15.5                     | -0.6            | 16.1              | 50.3                 |            | 91.1       |                     |  |  |
| 30    | 14.6                     | -1.0            | 15.6              |                      |            |            |                     |  |  |
| 31    | 14.6                     | -1.1            | 15.7              |                      |            |            |                     |  |  |
| 32    | 14.2                     | -2.6            | 16.8              |                      |            |            |                     |  |  |
| 33    | 14.2                     | -2.2            | 16.4              |                      |            |            |                     |  |  |
| 34    | 14.0                     | -1.5            | 15.5              |                      |            |            |                     |  |  |
| 35    | 13.7                     | -1.7            | 15.4              |                      |            |            |                     |  |  |
| 36    | 14.4                     | -0.7            | 15.1              |                      |            |            |                     |  |  |
| 37    | 15.2                     | -0.6            | 15.8              |                      |            |            |                     |  |  |
| 38    | 16.2                     | 0.2             | 16.0              |                      |            |            |                     |  |  |
| 39    | 15.9                     | 1.1             | 14.8              |                      |            |            |                     |  |  |
| 40    | 15.8                     | -0.7            | 16.5              |                      |            |            |                     |  |  |
| 41    | 15.6                     | 0.6             | 15.0              |                      |            |            |                     |  |  |
| 42    | 15.9                     | 0.3             | 15.6              |                      |            |            |                     |  |  |
| 43    | 15.7                     | 0.1             | 15.6              |                      |            |            |                     |  |  |
| 44    | 14.0                     | -0.6            | 14.6              |                      |            |            |                     |  |  |
| 45    | 15.2                     | -0.2            | 15.4              |                      |            |            |                     |  |  |
| 46    | 15.9                     | -0.6            | 16.5              |                      |            |            |                     |  |  |
| 47    | 16.3                     | 1.4             | 14.9              |                      |            |            |                     |  |  |
| 48    | 17.1                     | 0.1             | 17.0              |                      |            |            |                     |  |  |
| 49    | 16.9                     | 1.6             | 15.3              |                      |            |            |                     |  |  |





Mid- Hudson Cablevision  
200 Jefferson Hgts  
Catskill, NY  
12414  
518-943-6600

Model: SDA-5000  
Operator: ?  
Date: 09/24/10 Time: 12:42:05  
Description:

Serial #: 8383902  
File: NODE#131

Cal Date: 01/04/10  
DOS File: NODE#131

| Chan | Label | Video<br>(dBmV) | Audio<br>(dBmV) | Delta V/A<br>(dB) | C/N<br>(dB) | Hum<br>(%) | Mod<br>(%) |
|------|-------|-----------------|-----------------|-------------------|-------------|------------|------------|
| 50   |       | 16.4            | 0.8             | 15.6              | 48.6        | --         | 90.9       |
| 51   |       | 16.7            | 1.9             | 14.8              | --          | --         | --         |
| 52   |       | 16.7            | 0.1             | 16.6              | --          | --         | --         |
| 53   |       | 16.8            | 1.3             | 15.5              | --          | --         | --         |
| 54   |       | 15.3            | 0.4             | 14.9              | --          | --         | --         |
| 55   |       | 15.3            | -0.8            | 16.1              | --          | --         | --         |
| 56   |       | 16.0            | 1.5             | 14.5              | --          | --         | --         |
| 57   |       | 16.7            | 0.9             | 15.8              | --          | --         | --         |
| 58   |       | 17.4            | 2.3             | 15.1              | --          | --         | --         |
| 59   |       | 16.9            | 1.8             | 15.1              | --          | --         | --         |
| 60   |       | 17.9            | 1.9             | 16.0              | --          | --         | --         |
| 61   |       | 18.1            | 1.8             | 16.3              | --          | --         | --         |
| 62   |       | 18.2            | 3.1             | 15.1              | --          | --         | --         |
| 63   |       | 17.0            | 0.5             | 16.5              | --          | --         | --         |
| 64   |       | 15.9            | -0.5            | 16.4              | 48.6        | --         | 85.6       |
| 65   |       | 16.3            | 1.0             | 15.3              | --          | --         | --         |
| 66   |       | 15.1            | -0.4            | 15.5              | --          | --         | --         |
| 67   |       | 14.8            | -0.8            | 15.6              | --          | --         | --         |
| 68   |       | 15.9            | 0.2             | 15.7              | --          | --         | --         |
| 69   |       | 16.5            | 1.3             | 15.2              | --          | --         | --         |
| 70   |       | 18.0            | 2.7             | 15.3              | --          | --         | --         |
| 71   |       | 18.9            | 2.0             | 16.9              | --          | --         | --         |
| 72   |       | 18.8            | 1.9             | 16.9              | --          | --         | --         |
| 73   |       | 17.3            | 0.9             | 16.4              | --          | --         | --         |
| 74   |       | 16.0            | 0.5             | 15.5              | 49.7        | --         | 80.4       |
| 76   |       | 12.9            | -1.3            | 14.2              | --          | --         | --         |
| 77   |       | 8.9             | 0.0             | 8.9               | --          | --         | --         |
| 78   |       | 10.4            | 0.0             | 10.4              | --          | --         | --         |
| 79   |       | 11.4            | 0.0             | 11.4              | --          | --         | --         |
| 80   |       | 12.4            | 0.0             | 12.4              | --          | --         | --         |
| 81   |       | 12.8            | 0.0             | 12.8              | --          | --         | --         |
| 83   |       | 11.5            | 0.0             | 11.5              | --          | --         | --         |
| 84   |       | 9.0             | 0.0             | 9.0               | --          | --         | --         |
| 85   |       | 8.6             | 0.0             | 8.6               | --          | --         | --         |
| 86   |       | 8.1             | 0.0             | 8.1               | --          | --         | --         |
| 87   |       | 7.9             | 0.0             | 7.9               | --          | --         | --         |
| 88   |       | 9.4             | 0.0             | 9.4               | --          | --         | --         |
| 89   |       | 10.0            | 0.0             | 10.0              | --          | --         | --         |
| 90   |       | 9.6             | 0.0             | 9.6               | --          | --         | --         |
| 91   |       | 10.4            | 0.0             | 10.4              | --          | --         | --         |
| 92   |       | 10.5            | 0.0             | 10.5              | --          | --         | --         |
| 93   |       | 10.5            | 0.0             | 10.5              | --          | --         | --         |
| 94   |       | 10.1            | 0.0             | 10.1              | --          | --         | --         |
| 100  |       | 9.9             | 0.0             | 9.9               | --          | --         | --         |
| 101  |       | 9.5             | 0.0             | 9.5               | --          | --         | --         |
| 102  |       | 9.7             | 0.0             | 9.7               | --          | --         | --         |
| 103  |       | 9.8             | 0.0             | 9.8               | --          | --         | --         |
| 104  |       | 10.3            | 0.0             | 10.3              | --          | --         | --         |
| 105  |       | 11.2            | 0.0             | 11.2              | --          | --         | --         |
| 106  |       | 11.8            | 0.0             | 11.8              | --          | --         | --         |
| 107  |       | 11.9            | 0.0             | 11.9              | --          | --         | --         |
| 108  |       | 12.4            | 0.0             | 12.4              | --          | --         | --         |
| 109  |       | 11.7            | 0.0             | 11.7              | --          | --         | --         |
| 110  |       | 11.4            | 0.0             | 11.4              | --          | --         | --         |
| 111  |       | 11.1            | 0.0             | 11.1              | --          | --         | --         |
| 112  |       | 12.1            | 0.0             | 12.1              | --          | --         | --         |
| 113  |       | 12.3            | 0.0             | 12.3              | --          | --         | --         |



Mid- Hudson Cablevision  
200 Jefferson Hgts  
Catskill, NY  
12414  
518-943-6600

Model: SDA-5000  
Operator: ?  
Date: 09/24/10 Time: 12:42:05  
Description:

Serial #: 8383902  
File: NODE#131

Cal Date: 01/04/10  
DOS File: NODE#131

| Chan | Label | Video<br>(dBmV) | Audio<br>(dBmV) | Delta V/A<br>(dB) | C/N<br>(dB) | Hum<br>(%) | Mod<br>(%) |
|------|-------|-----------------|-----------------|-------------------|-------------|------------|------------|
| 114  |       | 13.4            | 0.0             | 13.4              | —           | —          | —          |
| 115  |       | 14.0            | 0.0             | 14.0              | —           | —          | —          |
| 116  |       | 14.7            | 0.0             | 14.7              | —           | —          | —          |

| 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:             |           |         | P A S S |

Reviewed:

Date:

**TOWN OF ASHLAND  
RESOLUTION # 38**

**TOWN BOARD RESOLUTION**

**TOWN BOARD RESOLUTION OF 2010**

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

**RESOLVED:** That the **Town of Ashland**, Greene County, State of New York, grant a fifteen (15) year franchise to **Mid-Hudson Cablevision, Inc**, 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 pro-posed franchise agreement attached hereto.

**OFFERED BY:** A motion was offered from Councilman, James Lawrence with a second from Councilman, Martin D. Blanden to sign and adopt the fifteen (15) year franchise to Mid-Hudson Cablevision, Inc.

| <b>ADOPTED:</b> | <b>TOWN BOARD MEMBERS</b>              | <b>AYE</b>    | <b>NAY</b>    |
|-----------------|--|---------------|---------------|
|                 | <b>Richard E. Tompkins, Supervisor</b> | <u>  X  </u>  | <u>      </u> |
|                 | <b>James Lawrence, Councilman</b>      | <u>  X  </u>  | <u>      </u> |
|                 | <b>Martin D. Blanden, Councilman</b>   | <u>  X  </u>  | <u>      </u> |
|                 | <b>Thomas Soule, Councilman</b>        | <u>  X  </u>  | <u>      </u> |
|                 | <b>Dennis M. Mattice, Councilman</b>   | <b>Absent</b> | <u>      </u> |



Justine L. Koehler

Town Clerk

Dated: December 27, 2010

Town of Ashland

# FRANCHISE AGREEMENT

This **FRANCHISE AGREEMENT** made this 27th day of December, 2010, between the **Town of Ashland, ("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 27<sup>th</sup> day of December ,2010; 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 27<sup>th</sup> day of December, 2010, the Town has granted non-exclusive cable television franchise to Mid-Hudson Cablevision, and authorized the President 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.

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

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

### **1. GRANT**

The Town of Ashland, hereby grants to Mid-Hudson, its successors and assigns the non-exclusive right and privilege to erect, place in the Town and Village 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. 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 cable service available, without a contribution in aid of construction, to any resident who lives within 200 feet of a cabled public right-of-way in the Primary Service Area. Areas outside the Primary Service Area will be considered as line extension areas and residents may receive service in accordance with the line extension formula as stated in section 2B.

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 may provide cable television service to the Primary Service Area at a minimum of 20 dwelling units per linear mile. This will be accessed on a case by case basis and is a voluntary change from the PSC requirement of 35 hpm. After the first five years of the new franchise period, Mid-Hudson will review the service area to determine if any development has occurred and created the opportunity for possible additional line extensions that would meet the minimum homes per mile criteria. Mid-Hudson shall not deny service to any resident of the Town of Ashland based upon age, race creed, color, sex, national origin or income level of the residences in their local area. 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 (Section 895.1(d)).

B. Any area in the Town not specified as part of the primary service area is hereby designated a line extension area.

Service shall be provided to any line extension area upon request provided that the area has 35 homes per mile (HPM) or has the equivalent in HPM to the primary service area, whichever is less. 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.

Any resident in a line extension area falling below the minimum HPM figure 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). Such CAC shall be computed as follows:

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

**C** = the cost of construction of new plant.

**CA** = the average cost of construction per mile in the primary service area.

**P** = the either 35 HPM or the average number of dwelling units mile of aerial cable in the primary area whichever is less.

**LE** = the number of dwelling units requesting service in the line extension area.

**SC** = subscriber contribution in aid of construction for the line extension.

Mid-Hudson shall apply for all mandatory licenses, permits, amendments and approvals within 30 days of the receipt of all CAC payments for a line extension area. Mid-Hudson shall provide service to line extension area within 60 days of the receipt of all mandatory licenses, permits, amendments, and approvals.

During 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, Mid-Hudson Cablevision 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.

### **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.** Regular 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 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 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 one (1) year from

the receipt of all mandatory construction and utility permits. Unless conditions beyond the control of Mid-Hudson interfere with Mid-Hudson's proposed constructions schedule.

**C.** Mid-Hudson shall construct all future 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.

**G.** In the event that Mid-Hudson is unable to obtain easements from landowners for necessary construction or service purposes, it will not be required to furnish service to customers in that area unless a reasonable alternate route is available.

## **6. FRANCHISE FEE**

The Town of Ashland has elected not to impose a franchise fee.

## **7. FREE SERVICE**

Mid-Hudson will, upon request, provide one (1) standard installation (Exhibit I) and Broadcast Basic service free of monthly charges to schools, civic, public, and municipal buildings located in the Primary Service Area as set forth in Exhibit's II. Mid-Hudson, will upon request, also provide free dial up internet service and discounted high speed cable modem service to the sites listed above.

## **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 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 New York State Public Service Commission may from time to time approve).

## **9. PROHIBITION OF ABANDONMENT**

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

## **10. RECORDS & REPORTS**

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 of Ashland. 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. Any valid reporting requirements contained in the franchise may be satisfied with system wide statistics, except for reporting requirements related to franchise fees and customer complaints (section 895.1(t)).

## **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 and 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.

## **13. REPAIR OF PROPERTY**



Any Town 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 Cablevision'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 failure of Mid-Hudson to obviate or correct any material violation within a reasonable period of time after being notified by the Town in writing may, upon the option of the Town, after a public hearing, held after due notice, and subject to the review of the New York State Public Service Commission, 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**

Mid-Hudson will provide PEG access in accordance with the Standards of the New York State Public Service Commission, 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.

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

**A.** The terms and provisions of this franchise are subject to the approval of the New York State Public Service Commission.

**B.** Should the Federal Communications Commission or the New York State Public Service Commission make such modifications of the provision of their rules and regulations that would require the amendment of the agreement, necessary amendments will be sought within one (1) year of the date of issue. All amendments will have Public Service Commission approval (section 892-1.4).

**C. Referral:** In the event that there is any issue which can not be resolved between Mid-Hudson and the Town, such issue may be referred to the New York State Public Service Commission (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 agent of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.

## **20. POLICE POWERS**

The Town of Ashland 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 New York State Public Service Commission 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.

## **25. APPROVAL**

The terms of this franchise are subject to the approval of the Public Service Commission.

## **26. TRANSFER OF OWNERSHIP**

## 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 group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

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

**MID-HUDSON CABLEVISION, INC.**

**TOWN OF ASHLAND**

By: \_\_\_\_\_

  
James M. Reynolds, President

By: \_\_\_\_\_

  
Richard E. Tompkins, 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 200 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 New York State Public Service Commission.

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 200 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.

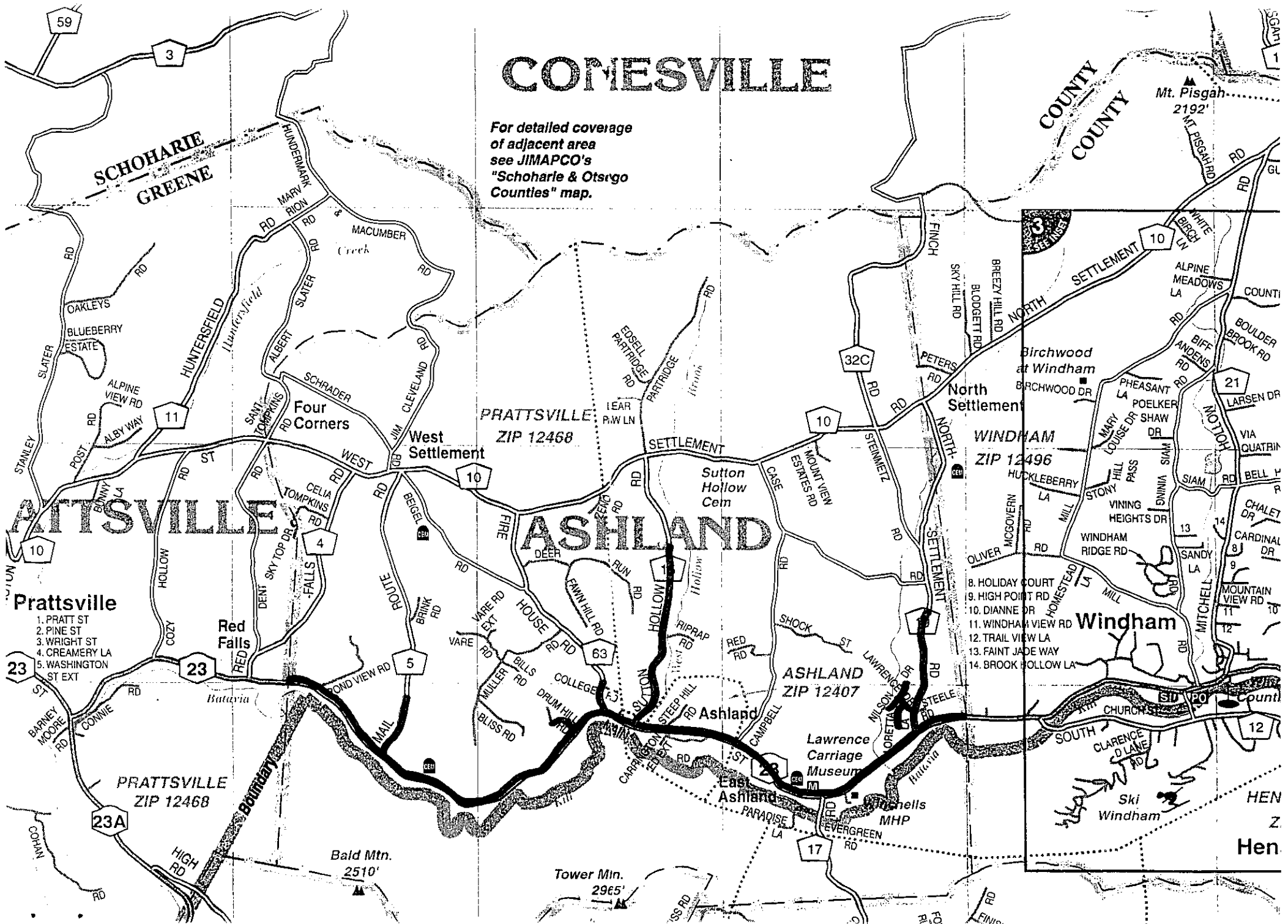
Examples of this type of work could be: Prewiring of a new building for multiple outlets or other purposes; special subscriber requests for wiring in attics, basements, crawl spaces or to install wires internally in preexisting walls.

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 ASHLAND FRANCHISE MAP OF PRIMARY SERVICE AREA**

**For detailed coverage  
of adjacent area  
see JIMAPCO's  
"Schoharie & Otsego  
Counties" map.**



003 PUBLIC NOTICE WINCHAM  
Town Clerk Town of  
Ashland Dated Septem-  
ber 21, 2010  
WJ#44387



February 17, 2011

Mr. Richard E. Tompkins  
Supervisor  
Town of Ashland  
PO Box 129  
Ashland, New York 12407

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

Dear Supervisor Tompkins;

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 Ashland. 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 Windham Journal for two consecutive issues beginning the week of February 20th, 2011. If you have any questions regarding this matter, please do not hesitate to contact me.

Yours truly,

A handwritten signature in cursive script that reads "James M. Reynolds".

James M. Reynolds  
President

JMR/jm

Certified Letter # 7007 2680 0002 3151 3634





February 17, 2011

Hudson Valley Newspapers  
The Register Star  
364 Warren Street  
Hudson, New York 12534

Dear Legals:

Please publish the enclosed Public Notice in the Windham Journal for two consecutive issues beginning the week of February 20th, 2011. The invoice and affidavit of publication should be sent to Mrs. Joanne Miller, Administrative Assistant, P.O. Box 399, Catskill, New York 12414.

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

Very truly yours,

A handwritten signature in cursive script that reads "Joanne Miller".

Joanne Miller  
Executive Assistant

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 in the Town of Ashland, Greene 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 11980 Route 23, in front of Wes' Mobile Repair, Ashland, 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 Ashland at PO Box 129, Ashland, New York 12407 and Mid-Hudson Cablevision, Attention Mrs. Joanne Miller, P.O. Box 399, Catskill, New York 12414.