

PUBLIC HEARING AND REGULAR MEETING OF THE HANCOCK VILLAGE BOARD,
MONDAY, NOVEMBER 14, 2022 AT 7:00 P.M.
HANCOCK VILLAGE HALL, 85 EAST FRONT STREET, HANCOCK, NEW YORK

The Public Hearing to consider the Cable Television Franchise Agreement Between the Village of Hancock and Hancel, Inc. was called to order at 7:00 P.M. by Mayor Carolann McGrath. There were no comments from the floor and the Public Hearing was closed at 7:05 P.M.

The Regular Meeting was called to order at 7:05 P.M. by Mayor Carolann McGrath.

Roll call was taken by Clerk/Treasurer Falsetta.

Present: Mayor Carolann McGrath
Deputy Mayor Shaun Shannon
Trustee Dawn Gotthardt
Trustee Jason Mead
Trustee Dorothy Picozzi

Also Present: Phyllis Falsetta, Clerk/Treasurer
Attorney Robert McKertich, Kristen Barron – Hancock Herald, Matt Loftus,
Kimberly Simmons and William Brown – Delaware Engineering

A MOTION was made by Deputy Mayor Shannon, seconded by Trustee Picozzi, voted and carried to approve the minutes of the October 10, 2022 Regular Board Meeting. 2022-195
Minutes Approval

A MOTION was made by Trustee Gotthardt, seconded by Trustee Mead, voted and carried to approve the Abstract of Vouchers in the amount of \$107,828.95. 2022-196
Abstract of Vouchers

Kimberly Bass was present on behalf of the Hancock House Hotel to continue discussions on the “dirty” water problems at the hotel. The Mayor had several questions still unanswered and is still waiting to hear back from the plumber. The matter was tabled until the November 28, 2022 Departmental Meeting at which time it is hoped that the matter can be settled.

A MOTION was made by Trustee Gotthardt, seconded by Trustee Picozzi, voted and carried to approve the 2022 Town of Hancock Volunteer Ambulance Corp. Lease agreement as presented. 2022-197
2022 Amb. Lease Agreement

A MOTION was made by Deputy Mayor Shannon, seconded by Trustee Gotthardt, voted and carried to grant Clerk Falsetta permission to sign the EFC Notice of Terms. 2022-198
EFC Notice of Terms

A MOTION was made by Trustee Gotthardt, seconded by Trustee Mead, voted and carried to Resolve the following: 2022-199
Cable Franchise Agreement

Cable Television Franchise Agreement

Between

Village of Hancock and Hancel

WHEREAS, Hancel, Inc. (hereinafter called the "Grantee") a New York corporation and a wholly-owned subsidiary of The Hancock Telephone Company, is willing and able to provide cable television service to the Village of Hancock; and

WHEREAS, the Village of Hancock and its citizens would benefit from the competitive provision of cable television service in those portions of the Village of Hancock where cable television service is currently provided; and

WHEREAS, the Village of Hancock and its citizens have considered and found adequate and feasible the franchisee's plans for construction and operating the cable television system in a full public proceeding affording due process; and

WHEREAS, HANCEL, INC. is a local company, known to possess the necessary and desirable legal, character, financial, technical and other qualifications to provide cable television service.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF HANCOCK THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL GOVERN THE GRANT AND OPERATION OF THE FRANCHISE GRANTED BY THIS RESOLUTION.

Section 1. Grant of Authority. In consideration of the respective covenants, terms, conditions and payments herein contained, there is hereby granted to HANCEL, INC. for the term of ten (10) years from the effective date of the last of all necessary grants of federal, state and local authorization to construct and operate a Cable Television System, the right, privilege and franchise, to have acquire, construct, reconstruct, maintain, use and operate in the Village of Hancock (hereinafter "Village"), a system for reception, transmission and distribution of audio and/or video signals (hereinafter "Cable Television System"), and to have the right to acquire, construct, reconstruct, maintain, use and operate in over, under, along and across the present and future streets, highways, alleys, bridges, sidewalks and other public ways and places of the Village all necessary or desirable poles, towers, anchors, wires, cables, electronic conductors, underground conduits, manholes, earth station and other structures and appurtenances necessary for operation, maintaining, constructing and servicing a Cable Television System. The right, privilege and franchise to construct and operate a Cable Television System is a non-exclusive franchise.

Section 2. Compliance with Applicable Laws and Resolutions.

- (A) The grantee shall, be subject to the lawful exercise of the police power of the Village and to such reasonable regulations as the Village shall hereafter adopt in the exercise of its police power provided, however, that such additional resolutions shall be reasonable and lawful and shall not conflict with or alter in any manner the rights granted herein.
- (B) The Grantee shall, at all times, comply with state and federal law and the rules and regulations of any federal administrative agency. If any state or federal law or rule or regulation of any federal administrative agency is in conflict with the terms and conditions of this Franchise, the Grantee and The Village Board of Trustees shall, as soon as possible following knowledge thereof, amend this Franchise in a manner to bring it into compliance

with such law, rule or regulation. Provided, however, that if existing franchises are not affected by the change in federal or state law, or if said changes are not effective until renewal, the existing Franchise Agreement need not be changed or amended to comply with the new law.

- (C) The Grantee is under no obligation to construct or operate the Cable Television System in the event that it does not receive the necessary authorities from relevant state and federal regulators.
- (D) All terms of this franchise agreement are subject to the approval of the Public Service Commission. Within sixty (60) days of the Franchise Agreement being granted or amended, the Grantee shall file the appropriate approvals from the Commission and the FCC.

Section 3. Operation and Maintenance of the System.

- (A) The Grantee shall install such equipment and have available the necessary equipment and personnel to maintain its facilities so as to ensure efficient service.
- (B) The Grantee shall construct and maintain its Cable Television System using materials of good and durable quality and that all work involved in the construction, installation, maintenance and repair of the system shall be performed in a safe, thorough and reliable manner.
- (C) The Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible shall be preceded by notice and shall, when possible, occur during regular business hours so as to provide minimum disruption during expected peak viewing times.
- (D) The Grantee shall, subject to the provisions of this Agreement as to service, be required to permit any person to have access to the services of the Grantee, subject only to the payment of required charges; provided, however, that no extension of the system need to be made to any location unless there is at least one customer in each 200 feet of the line or extension to be constructed, or unless the customer or customers shall pay for, and share equally, the actual direct expenses incurred in extending the line, including, but not limited to, labor, materials and engineering, but specifically excluding any indirect costs such as overhead or other administrative expenses, in addition to the normal installation to be payable by each customer for such extension of the system. The service shall be furnished to all paying customers without unlawful discrimination as to rates and service within the Village of any future area annexed into the Village except where special installation problems arise.
- (E) Grantee shall make reasonable efforts to assess customer need and viewing preferences. If any existing service becomes unavailable, or the Grantee decides to discontinue a service, Grantee shall endeavor to provide substitute programming. Grantee may combine programming into composite channels to improve efficiency of channel utilization or to attract a larger viewing audience.
- (F) Grantee shall construct, operate and maintain for Cable Television System subject to compliance with the technical standards, rules and regulations, including applicable amendments, of the Federal Communications Commission (hereinafter "FCC") and all other

applicable federal, state or Village laws and regulations, including the National Electric Safety Code. The Cable Television System and all its parts shall be subject to electrical inspection by the Village, provided, however, that electrical tests shall be limited to those required for compliance with the technical standards of the FCC and provided further, that such inspections shall be scheduled at the mutual convenience of the parties so as to provide minimum disruption to the operation of the Cable Television System. The Village shall not charge Grantee for any tests referred to in this Section.

- (G) Grantee shall endeavor to design, construct, operate and maintain the system at all times, so that signals carried are delivered to customers without material degradation to quality, as defined by the Technical Standards promulgated by the FCC.
- (H) Throughout the term of this Agreement, the Grantee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

Section 4. Construction and Maintenance.

- (A) Grantee shall comply with all of the requirements for construction of a cable television plant and provision of cable television services as set forth in Section 895.1(a) of the Cable Television 16 NYCRR Rules and Regulations as required by the Public Service Commission.
- (B) All structures, lines and equipment erected by Grantee within the Village shall be located so as to cause minimum interference with the proper use of streets, alleys, public utility easements, and other public ways and places and to cause minimum interference with the rights of property owners.
- (C) Grantee shall have the authority to trim trees upon and overhanging all streets, alleys, public utility easements, sidewalks and public places of the Village so as to prevent damage to Grantee's facilities.
- (D) All poles, lines, structures and other facilities of Grantee in, on, over and under the streets, sidewalks, alleys, public utility easements and public grounds or places of the Village shall be kept by Grantee at all times in a safe and substantial condition and in good order and repair.

Section 5. Service Area and Line Extensions.

- (A) Grantee shall comply with all of the requirements for system deployment and line extension as set forth in Section 895.5 of the Cable Television 16 NYCRR Rules and Regulations as required by the Public Service Commission.
- (B) Grantee shall make Cable Television Service available to all areas presently serviced by the facilities of the Grantee. Grantee shall not be obligated to extend its lines and service beyond the said area, but grantee may, at its sole discretion, extend lines and services throughout the Village. Grantee shall provide the Village with written notice of its intent to extend lines and service ten (10) days prior to initiation of construction or extension of service.
- (C) In the case of disturbance of any street, sidewalk, alley, public way or paved area, the Grantee shall, at its own cost and expense, in the manner approved by the Village Engineer,

replace and restore said street, sidewalk, alley, public way, or paved areas in as good a condition as before the work involving such disturbance was done.

- (D) If at any time during the period of this Franchise, the Village shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the Grantee, upon reasonable notice by the Village, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.

Section 6 **Rights Reserved to Village.**

- (A) The Village hereby reserves the right to adopt, in addition to the provisions contained herein and in existing applicable laws, such additional regulation as it shall find necessary in the exercise of its police power; provided, however, that such regulations shall be reasonable and not in conflict with the rights herein granted.
- (B) The Board of Trustees shall have the right to inspect and the Grantee shall make available its books, records, maps, plots and other like materials of the Grantee pertaining to the operation of the Cable Television System at anytime during normal business hours, provided that thirty (30) days notice shall have been given to Grantee identifying the records to be produced for inspection. Copies of these documents will be mailed to the Village upon its request. The address at which these records will be available for inspection is:
- HANCEL, INC.
34 Read Street
Hancock, New York 13783
- (C) The administration, as the case may be, for the Village of Hancock, shall for this Franchise agreement be the Board of Trustees of the Village of Hancock. The administrator is responsible for the continuing administration of the Franchise on behalf of the Village of Hancock. All correspondence and communication between the Grantee and the Village of Hancock pursuant to this Franchise shall be addressed by the Grantee to the Administrator.

Section 7. **Abandonment.** Grantee is prohibited from the abandonment of any cable television service in any portion of the franchise area without written consent of the Village Board of Trustees.

Section 8. **Transfers.** All the rights and privileges and all of the obligations, duties and liabilities created by this agreement shall pass to and be binding upon the successors of the Village and the successors and assigns of the Grantee. Grantee may not assign or transfer its rights and duties hereunder without the prior approval of the Board of Trustees, which approval shall not be unreasonably withheld provided; however, that this Section shall not prevent the assignment or hypothecation of the Franchise by the Grantee as security of debt without such approval; and provided further, that transfers or assignments of this Franchise between any parent and subsidiary corporation or between entities of which at least fifty percent (50%) of the beneficial ownership is held by the same person, persons or entities shall be permitted without the prior approval of the Board of Trustees.

Section 9. Liability and Indemnification.

- (A) Grantee agrees and covenants not to sue and to indemnify, defend and hold harmless, the Village, its officers, Board of Trustees, commissions, agents and employees from any and all claims by any person or persons whatsoever (1) on account of injury to, or death of, a person or persons caused or alleged to have been so caused by the Grantee under the Franchise herein granted or (2) for property damage caused or alleged to have been caused by Grantee under the Franchise herein agreed.
- (B) The grant of this Franchise is contingent upon the Grantee's filing with the Village evidence of insurance as specified below. Such filing shall occur no later than (1) thirty (30) days following the effective date of the last of all necessary grants of federal, state and local authorization to construct and operate the Cable Television System, or (2) ten (10) days prior to the initiation of construction, whichever is earlier. Such evidence of insurance shall:
 - (1) indemnify, defend and hold harmless the Village, its officers, Board of Trustees, councils, commissions, agents or employees from any and all claims by any person or persons for personal injury or death caused, or alleged to have been so caused by the Grantee under the Franchise herein granted, with a maximum liability of One Million Dollars(\$1,000,000.00) for personal injury or death of any one person and Two Million Dollars (\$2,000,000.00) for personal injury or death of any two or more persons in any one occurrence.
 - (2) indemnify, defend and hold harmless the Village, its officers, Board of Trustees, commissions, agents and employees from and against all claims by any person whatsoever for property damage caused, or alleged to have been so caused, by the Grantee under the Franchise herein granted with a maximum liability of One Million Dollars (\$1,000,000.00) for property of any one person and Two Million Dollars (\$2,000,000.00) for property damage to the property of two or more persons in any one occurrence.
- (C) The Grantee shall carry such insurance as may be necessary to protect it from all claims under any worker's compensation laws that may be in effect and applicable to the Grantee.
- (D) The insurance coverage called for herein shall be in a form reasonably satisfactory to the Village and the policy of insurance provide that said policy cannot be canceled except on thirty (30) days prior written notice to the Village.
- (E) The Grantee shall promptly repair and/or replace, and restore to a serviceable condition, any Village property damaged or destroyed by Grantee.

Section 10. Grantee's Rules.

- (A) The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations hereunder, provided, however, that such rules of the State of New York or of the United States.
- (B) The Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

(C) Should any valid reporting be required by this Franchise Agreement, they may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

Section 11. Consumer Protection. The Grantee shall comply with the customer service and consumer protection standards as set forth in Part 890 and the technical performance and safety standards set forth in Part 896 of the Cable Television 16 NYCRR Rules and Regulations as required by the Public Service Commission.

Section 12. Subscriber Information. All rules and regulations propounded by Grantee shall be available at the Grantee's business office during regular business hours.

Section 13. Public, Educational and Governmental Access. The Grantee shall provide and maintain the minimum standards for public, education and governmental (PEG) access as set forth in Part 895.4 of the Cable Television 16 NYCRR Rules and Regulations as required by the Public Service Commission.

Section 14. Subscriber Fees.

- (A) The Grantee will provide its services to subscribers at such rates as are determined from time to time, by the Grantee; provided, however, that such schedule of rates shall be available for subscribers' inspection during regular business hours at the Grantee's business office. Attached hereto as Exhibit A is the current schedule of rates.
- (B) Installation charges, monthly service rates and any other rates charged by Grantee to its customers shall be regulated under this Franchise only in compliance with regulations promulgated by the FCC and in accordance with federal law.

Section 15. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any agency or court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 16. Amendments. Any franchise amendments initiated by either the Grantee or the Village shall require approval from the state regulators, the Commission.

Section 17. Non-exclusivity. The rights and privileges awarded hereunder are not exclusive and nothing contained herein shall be construed to prevent the Village from granting any other like right, privilege or franchise to any other person, firm or corporation.

Section 18. Forfeiture of Franchise.

- (A) The Village may revoke this Franchise Agreement and all rights afforded the Grantee hereunder in any of the following events or for any of the following reasons:

- (1) The Grantee fails to substantially comply or takes reasonable steps to comply with the material provision of this Franchise Agreement; or
 - (2) The Grantee is adjudged as bankrupt; or
 - (3) The Grantee knowingly and willfully attempts or does practice a material fraud or deceit in its securing of this Franchise Agreement.
- (B) Prior to such revocation, the Village shall provide written notice to the Grantee describing in reasonable detail the alleged violation so as to afford the Grantee an opportunity to remedy the same. The Grantee shall have thirty (30) days subsequent to receipt of the notice in which to correct violation or if such violation is of such nature or character as to require more than thirty (30) days within which to correct, such time shall be extended, provided, however, the Grantee has commenced corrective action within fifteen (15) day and thereafter exercises due diligence to correct the same. The Grantee may notify the Village that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by the Grantee shall specify with particularity the matters disputed by the Grantee and said notice shall stay the revocation. Upon receipt of said notice from the Grantee, the Village shall, following no less than fifteen (15) days prior written notice to the Grantee, schedule a Village Board Meeting.
- The Village shall hear the Grantee’s dispute at the Village Board meeting at which the Grantee and public will be afforded a full and fair opportunity to be heard. The Village Board shall determine if the Grantee has committed any of the violations as outlined in (1) through (3) above and shall make written findings of fact relative to its determination. The Grantee shall have the right to appeal any resolution setting forth a cause and reason for revocation to a state or federal district court as the Grantee may choose in accordance with Section 26 and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

Section 19. Effective Date. This Franchise Agreement shall become effective upon November 14, 2022.

A MOTION was made by Trustee Mead, seconded by Trustee Picozzi, voted and carried to approve the dental insurance contributions of 50% of the premium to be paid by the participating employee. 2022-200
Dental Insurance Contributions

A MOTION was made by Deputy Mayor Shannon, seconded by Trustee Picozzi, voted and carried to approve Hancock Fire Department membership of M. Radinovic pending the results of the background check. 2022-201
M Radinovic
HFD Application

A MOTION was made by Deputy Mayor Shannon, seconded by Trustee Gotthardt, voted and carried to declare the Chevy Impala (police car) as surplus. 2022-202
Impala as surplus

A MOTION was made by Deputy Mayor Shannon, seconded by Trustee Mead, voted and carried to put the Chevy Impala out to bid. 2022-203
Impala Out to Bid

A MOTION was made by Deputy Mayor Shannon, seconded by Trustee Mead, voted **2022-204**
and carried to approve the Hancock Fire Department Medical Exam Policy as presented. *HFD Medical Exam Policy*

A MOTION was made by Trustee Gotthardt, seconded by Trustee Mead, voted and **2022-203**
carried at 7:38 P.M. to enter into executive session to discuss the medical, financial, *Executive Session*
credit or employment history of a particular person or corporation, or matters leading
to the appointment, employment, promotion, demotion, discipline, suspension,
dismissal or removal of a particular person or corporation.

The meeting was reconvened at 8:45 P.M. with no action taken.

A MOTION was made by Deputy Mayor Shannon, seconded by Trustee Mead, voted **2022-206**
and carried to run the DPW Help Wanted ad in the Hancock Herald, the Walton *DPW Help Wanted Ad*
Reporter and the Deposit Courier for an additional two weeks.

The meeting was adjourned at 8:48 P.M.

Respectfully Submitted by:

Phyllis Falsetta, Clerk/Treasurer