



CABLE TV • INTERNET • TELEPHONE

March 22, 2017

Via: secretary@dps.ny.gov

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
3 Empire State Plaza
Albany, NY 12223-1350

Re: Village of Margaretville Franchise Renewal

Dear Sir / Madam:

Attached for your approval and pursuant to Section 591 of the rules and regulations of the New York State Public Service Commission, is an original of an application for approval by the Commission of a Franchise Renewal Agreement between the Village of Margaretville and MTC Cable. This application includes the following documents:

- 1). The Municipality was informed of MTC Cable's intent to renew a Cable Television Franchise by letter dated October 24, 2016 (Exhibit 1).
- 2). MTC Cable Monthly Service Rates and Channel Line Up (Exhibit 2).
- 3). The Municipality exercised due diligence in reviewing and negotiating this Franchise Agreement. A Public Hearing was held on December 20, 2016 with Public Notice is (Exhibit 3).
- 4). A signed and sealed executed Franchise Agreement (Exhibit 4).
- 5). Municipal Resolutions approving the signing of the Franchise Agreement. (Exhibit 5).
- 6). A complete copy of this application has been served on the Municipality. A Certificate of Service is included (Exhibit 6).
- 7). FCC Technical Standards Test for MTC Cable is attached.
- 8). The required Legal Notice has been ordered published stating that the Application is on file to inspect. Proof of Publication will be forwarded when received.

Should you require additional information, please feel free to contact me at (845) 586-2288.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Glen Faulkner', is written over a light blue horizontal line.

Glen Faulkner
General Manager

The Margaretville Telephone Company "Connecting Our Communities Since 1916"
P.O. Box 260, 50 Swart Street, Margaretville, New York 12455
(845) 586-2288 Fax (845) 586-4050
www.mtctelcom.com mtc@catskill.net

Exhibit 1



CABLE TV • INTERNET • TELEPHONE

Via: Hand Deliver

October 24, 2016

Diana Cope, Mayor
Village of Margaretville
PO Box 228
Margaretville, NY 12455

Dear Diana:

This correspondence is to notify the Village of Margaretville of MTC Cable's desire to renew its cable television franchise with the municipality, which expires this year. Enclosed please find a copy of the proposed franchise.

Subsequent to your review of the proposed agreement a public hearing is required, this can be held as part of a normal monthly meeting. The public hearing must be announced in the paper for two weeks prior to the public hearing. Enclosed you will find a sample legal notice which other municipalities have used in the past. I will be in contact with you soon to set up a time for the public hearing.

Following the public hearing MTC will submit the proposed Franchise Agreement to the Public Service Commission for approval. At that time MTC will advertise that the franchise is on file at the Village Office, MTC, and the Commission.

As always, if there are any questions or concerns, please feel free to contact me at 586-2288.

Sincerely,

A handwritten signature in black ink, appearing to read 'Glen Faulkner', written in a cursive style.

Glen Faulkner
MTC Cable

GF/KG

The Margaretville Telephone Company "Connecting Our Communities Since 1916"
P.O. Box 260, 50 Swart Street, Margaretville, New York 12455
(845) 586-2288 Fax (845) 586-4050
www.mtctelcom.com mtc@catskill.net

Exhibit 2



MTC Cable Monthly Service Rates
(Effective 4/1/16)

MTC Elite Package with Turbo 25: **\$188.75**
Elite package with Turbo 25 Mbps/2Mbps High Speed Internet
For streaming video, downloading movies and online gaming.

MTC Elite Package: **\$ 174.75**

A monthly savings of \$29.90 – save over \$358 a year!
Take Three Package Plus
HD/DVR Programming with Video-On-Demand in HD
Velocity High Speed Internet Service

MTC Take Three Package: **\$ 157.80**

A monthly savings of \$26.90 - save over \$322 a year!
Digital Choice (Includes Basic Channels, 50 Digital Music Stations, Video-On-Demand,
Interactive TV Guide, plus Digital Converter + Remote)
Cable Modem High-Speed Internet
Cable Phone with Unlimited US long distance + Free Voicemail

MTC Take Two Packages: Great savings when you take two of the following services. Digital Cable, Cable Phone, or High Speed Internet Service. Call our business office for more information.

MTC Cable Packages:

Digital Choice:

(Includes Basic Channels, 50 Digital Music Stations, Video-On-Demand,
Interactive TV Guide, plus Digital Converter + Remote)
(\$88.90 programming + \$3.95 standard digital converter): **\$ 92.85**

MTC Family Package: **\$ 79.95**

MTC Family Package (with standard digital converter): **\$ 83.90**

MTC Local Package (20 channels): **\$ 27.95**

Watch TV Everywhere is included with our Cable Programming

Digital Choice Equipment Options:

Standard Digital Converter Lease: **\$ 3.95**
HD/DVR – (3 X DVR Storage Space) **\$ 16.90**
HD/mDVR (Mulit Screen HD/DVR – 1 Host & 1 Client - 2 Room Solution) **\$ 23.95**
Expandable Client HD/mDVR **\$ 3.95**

High Speed Cable Modem: (with cable subscription)

Turbo 60 Residence Service (60 Mbps downstream/5 Mbps upstream): **\$ 83.95**
Turbo 25 Residence Service (25Mbps downstream/2Mbps upstream): **\$ 69.95**
Velocity Residence Service (15 Mbps downstream/1.5 Mbps upstream): **\$ 55.95**
Basic Residential (10 Mbps downstream / 384 Kbps upstream): **\$ 48.95**
Wireless Modem: **\$ 6.00**

Cable Phone: Residential Use (with cable subscription)
Unlimited US Long Distance
Includes most calling features **\$ 39.95**
MTC Cable Phone without Video Service: **\$ 56.70**
Cable Phone Voice Mail: **\$ 2.95**
Cable Phone Vacation Plan: **\$ 17.00**

Available Premium Packages are HBO, Cinemax, Showtime & Starz/Encore:
1st Prem Pack: \$16.95 2nd Prem Pack: \$26.95 3rd Prem Pack: 35.95 4th Prem pack: \$43.95

Rates subject to change. Rates do not reflect applicable fees and taxes. Contact Customer Service for Commercial Rates

DIGITAL AND PREMIUM PAKS

CHANNEL LINE UP GUIDE

STARZI / ENCORE Pak

250 STARZ ENCORE	257 STARZ Edge
251 STARZ ENCORE-Westerns	258 STARZ-Cinema
252 STARZ ENCORE-Love Stories	259 STARZ-Kids & Family
253 STARZ ENCORE-Suspense	260 STARZ ENCORE-Family
254 STARZ ENCORE-Drama	261 STARZ-Comedy
255 STARZ ENCORE-Action	262 STARZ-In Black
256 STARZ	263 STARZ HD



Entertainment in your
home and on the go with
Watch TV Everywhere

Sports & Movies Pak

570 Epix HD	574 MGM HD
571 Epix 2	575 Sundance East HD
572 Epix Hits HD	577 MLB Strike Zone HD
573 Epix Drive-In SD	578 NFL REDZONE HD

High-Definition Programming

404 NBC HD	456 Bravo HD
405 WNYW (Fox New York)**	457 truTV HD
406 CBS HD	458 Fox News HD
407 ABC HD	459 Travel Channel HD
408 The Weather Channel HD	460 Cartoon Network HD
409 My HD	461 Disney HD
411 CW HD	463 American Movie Classics HD
412 WBNG HD**	464 FXMC HD
413 PBS HD	465 Turner Classic Movies HD
414 FOX HD	466 MSG HD
416 WSKG HD	467 MSG Plus
418 WNYT HD	468 YES HD
419 POP HD	469 FXX HD
423 CNN HD	470 Golf HD
424 HLN HD	471 Fox Sports 1 HD
425 TNT HD	472 NBC Sports HD
426 ESPN 2 HD	473 Sports Net NY HD
427 ESPN HD	474 Major League Baseball Network HD
429 CNBC HD	476 WE Woman's Entertainment HD
430 Nick HD	477 National Geographic HD
431 Hallmark Channel HD	478 Discovery HD
432 A&E HD	479 Velocity HD
433 History Channel HD	480 Smithsonian HD
435 Spike HD	481 Science Channel HD
436 CMT HD	482 National Geographic Wild HD
437 MTV HD	484 LMN HD
438 USA HD	490 Hallmark Movies & Mysteries HD
439 Freeform HD	493 Big Ten Network HD
440 Lifetime HD	495 Destination America HD
441 FX HD	496 Fox Business HD
442 TLC HD	510 Tennis Channel HD
443 Animal Planet HD	514 NFL Network HD
444 HGTV HD	519 CBS Sports Network HD
445 Food Network HD	552 MAVTV HD
447 Syfy HD	553 Universal HD
448 Comedy HD	554 AXS-TV HD
450 E! HD	555 HD Net Movies HD
451 MSNBC HD	
452 WGN America HD	
453 TBS HD	
455 Outdoor Channel HD	



**Your favorite programs.
Anytime and everywhere.**

Movies. News. Drama. Sports.
On your laptop, tablet and phone.

Broadband – Cable – Phone

**GO DIGITAL TODAY!
CALL MTC CABLE 845.586.2288**

845.586.2288

579 Main Street Margaretville, NY 12455
mctelcom.com

EFFECTIVE 9.1.16

DIGITAL CHANNELS

Pay-Per-View

Channels 301-303 PPV Movies, Sports & Special Events

Video On Demand Preview On Channel 1

Local Channels

- 2 Home Shopping Network
- 3 QVC
- 4 WNBC-(4 NBC-New York)
- 5 WICZ (FOX Binghamton)**
- 5 WNYW (FOX New York)**
- 6 WRGB-
(6 CBS-Schenectady)
- 7 WABC-(7 ABC-New York)
- 8 The Weather Channel
- 9 WBPN (MY 8)
- 10 Bulletin Board /
Public Access
- 11 WPIX (11 CW-New York)
- 12 WBGN (12 Binghamton)**
- 13 WNET (13 PBS-New York)
- 14 WICZ-(40 FOX-
Binghamton)
- 15 THIS-TV
- 16 WSKG-(46 PBS-
Binghamton)
- 17 CW Network
- 18 WNYT-(13 NBC-Albany)
- 19 TV Guide Channel/POP
- 20 School Programming/
WIOX Radio
- 21 Me-TV*
- 22 ION

Cable Channels

- 23 CNN
- 24 Headline News
- 25 TNT
- 26 ESPN2
- 27 ESPN
- 28 ESPN Classic*
- 29 CNBC*
- 30 Nickelodeon*
- 31 Hallmark Channel*
- 32 A&E Television Network*
- 33 History Channel*
- 34 VH-1*
- 35 Spike TV*
- 36 CMT*
- 37 MTV*
- 38 USA Network*
- 39 Freeform*
- 40 Lifetime*
- 41 FX*
- 42 The Learning Channel*
- 43 Animal Planet*
- 44 Home & Garden TV*
- 45 Food Network*
- 46 TV Land*
- 47 Syfy Channel*
- 48 Comedy Central*
- 49 CSPAN*
- 50 E!
- 51 MSNBC*
- 52 WGN Superstation*

- 53 TBS Superstation*
- 54 Discovery Life*
- 55 Outdoor Channel*
- 56 Bravo*
- 57 truTV*
- 58 Fox News Channel*
- 59 Travel Channel*
- 60 Cartoon Network*
- 61 Disney Channel*
- 62 Disney XD*
- 63 American Movie Classics*
- 64 FX Movies*
- 65 Turner Classic Movies*
- 66 MSG*
- 67 MSG Plus*
- 68 YES*
- 69 FXX*
- 70 Golf Channel*
- 71 Fox Sports 1*
- 72 NBC Sports*
- 73 SportsNet NY*
- 74 Disney Jr.*
- 75 Antenna TV*
- 76 WE Woman's
Entertainment*
- 77 National Geographic
Channel*
- 78 Discovery Channel*
- 79 Telemundo*
- 80 EWTN*
- 81 TBN*
- 82 Inspiration Network*
- 83 Oxygen*
- 84 Lifetime Movie Network*
- 85 C-SPAN 2*
- 86 Cozi TV*
- 87 Investigative Discovery*
- 88 OWN*
- 89 Grit TV*
- 90 Hallmark Movies
& Mysteries*
- 91 Comet TV*
- 92 Heroes & Icons*

Digital Basic Channels

- 101 Discovery Family
Channel
- 102 Science Channel
- 103 Destination America
- 105 American Heroes Channel
- 106 BBC America
- 107 FYI
- 108 Viceland
- 109 Esquire
- 110 Tennis Channel
- 111 SEC Network
- 112 Major League Baseball
Network
- 113 Fox Sports 2
- 114 NFL Network
- 115 Fox College Sports Atlantic
- 116 Fox College Sports Central
- 117 Fox College Sports Pacific
- 118 ESPN-U
- 119 CBS Sports Network
- 120 ESPN News
- 121 The Cooking Channel
- 122 Independent Film
Channel

- 123 FX Movies
- 124 Game Show Network
- 125 Nick Jr.
- 126 Teen Nick Channel
- 127 Nicktoons
- 128 MTV 2
- 129 BET Jams
- 130 Tr3s
- 131 Nick Music
- 132 BET Soul
- 133 CMT Music
- 134 MTV Classic
- 135 Fuse
- 136 Nick 2
- 137 Great American Country
- 138 DIY-Do-It-Yourself
- 139 Lifetime Real Women
- 140 Chiller
- 141 Pivot
- 142 Youtoo
- 143 PBS Kids
- 144 WSKG World
- 145 RFD - TV
- 146 Fusion
- 147 Bloomberg Television
- 148 Fox Business Net
- 149 Logo
- 150 National Geographic
Wild
- 151 CLOO

Digital Music Channels

- 900 MC Play
- 901 Hit List
- 902 Pop Rhythmic
- 903 Dance/EDM
- 904 MCU
- 905 Hip-Hop and R&B
- 906 Rap
- 907 Hip-Hop Classics
- 908 Throwback Jams
- 909 R & B Classics
- 910 R&B Soul
- 911 Gospel

- 912 Reggae
- 913 Rock
- 914 Metal
- 915 Alternative
- 916 Adult Alternative
- 917 Rock Hits
- 918 Classic Rock
- 919 Soft Rock
- 920 Love Songs
- 921 Pop Hits
- 922 Party Favorites
- 923 Teen MC
- 924 Kidz Only!
- 925 Toddler Tunes
- 926 Y2K
- 927 90's
- 928 80's
- 929 70's
- 930 Solid Gold Oldies
- 931 Pop Country
- 932 Today's Country
- 933 Country Hits
- 934 Classic Country
- 935 Contemporary Christian
- 936 Pop Latino
- 937 Musica Urbana
- 938 Mexicana
- 939 Tropicales
- 940 Romances
- 941 Sounds of the Seasons
- 942 Stage & Screen
- 943 Soundscapes
- 944 Smooth Jazz
- 945 Jazz
- 946 Blues
- 947 Singers & Swing
- 948 Easy Listening
- 949 Classical Masterpieces
- 950 Light Classical

*FM Radio Service Also Available

*Delivered in digital format.
**Not available in all areas.

DIGITAL AND PREMIUM PAKS

Video On Demand Preview On Channel 1

HBO Pak

- 200 HBO
- 201 HBO 2
- 202 HBO Signature
- 203 HBO Family
- 204 HBO Comedy
- 205 HBO Zone
- 206 HBO HD
- 207 HBO 2 HD

Cinemax Pak

- 210 Max E
- 211 More Max
- 212 Action Max
- 213 Thriller Max
- 214 Cinemax HD

Showtime Pak

- 225 Showtime
- 226 Showtime 2
- 227 Showtime Showcase
- 228 Showtime Extreme
- 230 The Movie Channel
- 231 The Movie Channel Xtra
- 232 Showtime Next
- 233 Showtime Family
- 234 Showtime Women
- 235 FLIX
- 236 Showtime HD
- 237 Showtime 2 HD
- 238 The Movie Channel HD

Exhibit 3

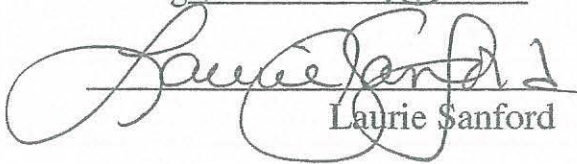


AFFIDAVIT OF PUBLICATION

State of New York
County of Delaware
Town of Middletown
Hamlet of Arkville

Richard D. Sanford
Editor & Publisher

Laurie Sanford, Clerk of the Catskill Mountain News, a newspaper published at Arkville, New York, who being duly sworn, states on oath that the attached was published two week (s) beginning 11-30-16 and ending 12-7-16.


Laurie Sanford

LEGAL NOTICE
Notice is hereby given of the filing by MTC Cable, a request for renewal of its cable television franchise with the Village of Margaretville. The Village Board of the Village of Margaretville will hold a public hearing at 6:30 pm on December 20, 2016 at the Village Offices, 773 Main Street, Margaretville, NY for the purpose of soliciting comments from the residents of the Village of Margaretville concerning the performance of applicant's system. Comments may be submitted in writing to the Village of Margaretville, PO Box 228, Margaretville, NY 12455 or in person at the hearing.
By Order of the Village Board
Karen McMurray, Clerk
2Dec7c

Subscribed and sworn before me this 12th day of December 2016.



Wendy O'Reilly

Notary Public of New York
Qualified in Delaware County
No. 49-05884
Commission Expires September 28, 2017

Exhibit 4

FRANCHISE RENEWAL AGREEMENT

THIS AGREEMENT, executed in triplicate this 20th day of December, 2016, by and between the *Village of Margaretville*, (hereinafter referred to as the Municipality), by the *Village Mayor* acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the Board), party of the first part, whose offices are located at 773 Main St – Margaretville, New York 12455, and *Heart of the Catskills Communications, Inc dba MTC Cable*, a corporation organized and existing under the laws of the State of New York, the principal place of business of which is located at 50 Swart St, Margaretville, New York 12455 (hereinafter referred to as the Company), party to the second part:

WITNESSETH

WHEREAS, Pursuant to the *Village Law* the Board has the exclusive power on behalf of the Municipality to grant franchises providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Municipality to any franchisee for or relating to the occupation or use of the Streets; and

WHEREAS, Pursuant to the Communications Act of 1934, as amended (the "Communications Act"), the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Board and the Company pursuant to said federal law and pursuant to applicable state laws and the regulations promulgated thereunder, have complied with the franchise procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

WHEREAS, the Municipality has conducted negotiations with the Company and has conducted one or more public hearings on the Company's franchise proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of the Company's technical ability, financial condition, and character; said public hearing also included consideration and approval of the Company's plans for constructing and operating the cable television system; and

WHEREAS, Following such public hearings and such further opportunities for review, negotiations and other actions as the Board deemed necessary and as required by law, the Board determined that the Company's plans for constructing and operating a franchise are adequate and feasible and granted Company's franchise provided hereinafter; and

WHEREAS, The Board, in granting this franchise, as embodied in this franchise agreement, has determined that this franchise agreement and the Company respectively, fulfill and will fulfill the needs of the Municipality with respect to cable television service

and complies with the standards and requirements of the New York Public Service Commission; and

NOW, THEREFORE, In consideration of the foregoing clauses, which clauses are hereby made a part of this franchise agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

SECTION 1 -- DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) "Basic Service" means such cable television service as is provided in the lowest priced Service Tier.
- (b) "Board" means Village Board of the Municipality.
- (c) "Cable Television Service" means
 - (1) The transmission to Subscribers of Video Programming, or other cable and communications services; and/or
 - (2) Subscriber interaction, if any, which is required for the selection of such Video Programming, or other communications services; and/or
 - (3) Interactive Service.
- (d) "Cable Television System " means a facility, consisting of a set of closed transmission paths, including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that is designed to provide Cable Television Service to multiple Subscribers within a community.
- (e) "Communications Service" means the one-way or two-way transmission and distribution of analog or digital audio, video, telephony and/or data signals.
- (f) "Company" means MTC Cable, its successors, assigns and transferees.
- (g) "Effective Date" of this agreement shall be the date upon which both parties to this Agreement shall have affixed their signatures hereto.
- (h) "Franchise" means the grant or authority given hereunder with the due consent of the Municipality, which consent or authority is evidenced by regulation, ordinance, permit, this agreement or any other authorization, to conduct and operate a Cable Television System in the Municipality in

accordance with the terms hereof.

- (i) "FCC" means the Federal Communications Commission, its designee and any successor thereto.
- (j) "Gross Revenues" means all revenues received by and paid to Company by cable television subscribers residing within the Municipality and pursuant to the rights granted by this Franchise.
- (k) "Interactive Service" means the two-way transmission of information over the Cable Television System including but not limited to, data transmission.
- (l) "May" is permissive.
- (m) "Municipality" means the *Village of Margaretville*. Wherever the context shall permit, Board, and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.
- (n) "NYSPSC" means New York State Public Service Commission.
- (o) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation or organization of any kind, the successors or assigns of the same.
- (p) "Service Tier" means a category of Cable Television Service provided by the Company over the Cable Television System for which a separate rate is charged for such category by the Company.
- (q) "Shall" or "will" are mandatory.
- (r) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkway, waterways, docks and public grounds and water with in or belonging to the Municipality.
- (s) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.
- (t) "Video Programming" means any or all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 -- CONSENT TO FRANCHISE AND CONDITION PRECEDENT

(a) The Municipality hereby grants to the Company the non-exclusive permission to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service and Communications Service within the Municipality as it now exists and may hereafter be expanded or enhanced, and in so doing to use the Streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon, and across any and all said Streets such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as is deemed necessary or useful by the Company, subject to the Company's obligation to provide efficient Cable Television Service. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes the Company to use any and all easements dedicated to compatible uses, such as electric, gas, telephone, or other utility transmissions, for the purposes of erecting, installing construction, repairing, replacing, reconstructing, maintaining, and retaining in, on over, under, upon and across such easements such items of the Cable Television System as is deemed necessary or useful by the Company in order to provide Cable Television Services. Upon request by Company and to at Company's sole expense, the Municipality hereby agrees to assist the Company in gaining access to and using any such easement.

(b) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to the cable television service.

(c) In the event the Municipality grants to any other Person a franchise, consent, or other right to occupy or use the Streets, or any part thereof, for the construction, operation, or maintenance of all or part of a cable television system or any similar system or technology, are on terms more favorable than those contained herein, the provisions of this Franchise shall be deemed modified without any further action so as to match any such less onerous provisions.

(d) In the event the Company and any other municipality within Delaware County renew, enter into, change or modify a franchise, consent, permit, authorization, or any other agreement ("Other Agreement") that confers benefits upon such municipality that are not conferred herein, the Company shall immediately offer to the Municipality the same benefits upon the same terms and conditions contained in the Other Agreement. The terms of this paragraph shall not apply when the "additional benefits" are subject to the terms of a franchise agreement within a municipality which maintains franchise agreements with multiple service providers.

As used in this Part, the phrase "occupancy or use of the Streets", or any similar phrase, shall not be limited to the physical occupancy or use there of but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.

SECTION 3 -- APPROVAL OF COMPANY BY MUNICIPALITY

The Municipality hereby acknowledges and agrees that this Franchise has been approved and entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Section 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations of FCC and the NYSPSC, and hereby represents and warrants that this Franchise has been duly approved and entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with the Company for the purposes of evaluating the Company and negotiating and consummating this Franchise.

The Municipality has determined, after affording the public all adequate and due notice and opportunity for comment in public proceedings affording due process, that the Company is likely to satisfy cable related community needs and has considered and found the Company's technical ability, financial condition, and character to be satisfactory and has also found to be adequate and feasible the Company's plans for constructing and operating the Cable Television System and complies with the Public Service Commission's franchise standards. In making said determination, the Municipality considered the past performance of the Company and its affiliated entities and the Company's likelihood of satisfactory performance of its obligations hereunder and other factors the Municipality deemed necessary for approval of the Company as the cable television franchisee.

SECTION 4 -- TERM AND THE RIGHTS ARISING HEREUNDER

The Franchise herein granted and the rights arising here under are for a term commencing on the "Effective Date" and expiring fifteen (15) years therefrom.

Company and Municipality hereby agree that from the Effective Date until the date of NYSPSC confirmation hereof, Municipality and Company shall be bound by and comply with terms of this Agreement and shall take no action contrary thereto ; from and after NYSPSC confirmation, Municipality and Company shall continue to be bound by and comply with the terms of this Agreement.

SECTION 5 -- REVOCATION

- (a) The Municipality may revoke this Franchise and all rights of the Company hereunder in any of the following events or for any of the following reasons:
 - (i) Company fails after sixty (60) days' written notice from the Municipality to

substantially comply or to take reasonable steps to comply with a material provisions or material provisions of this Franchise.

- (ii) Company is adjudged a bankrupt; or
 - (iii) Company attempts or does practice a material fraud or deceit in its securing of this Franchise.
- (b) Nothing contained in this Franchise is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Franchise.

SECTION 6 -- INDEMNIFICATION & INSURANCE

(a) The Company hereby agrees to indemnify the Municipality for, and hold it harmless from, all liability, damage, cost or expense arising from claims of Injury to persons or damage to property occasioned by reason of any negligent conduct undertaken by the company, its employees or agents in the construction, installation and maintenance of the Cable Television System, or otherwise conducting this franchise.

(b) The Company shall as of the Effective Date of this Franchise furnish to the Municipality evidence of a liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise at the cost and expense of the Company; said policy and replacements shall be in the amount of One Million Dollars (\$1,000,000.00) for bodily injury or death; Five Hundred Thousand Dollars (\$500,000.00) for property damage and not less than Two Million Dollars (\$2,000,000.00) in aggregate due to any occurrence issued by a company authorized to do business in New York State. In addition, the Company shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage hereinabove referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns. Certificates of Insurance shall be provided to the municipality within thirty (30) days of the execution of this Agreement.

(c) Notwithstanding any provision contained within this Franchise, the Municipality and Company hereby expressly agree that the company shall not be liable for and shall not indemnify the Municipality in any manner and in any degree whatsoever from and against any action, demand, claims, losses, liabilities, suits or proceedings arising out of or related to the negligent or intentional wrongdoing of the Municipality or any of its employees, agents or officers.

SECTION 7 -- USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

(a) The Company hereby agrees that whenever possible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by the Company of the Company's lines and other equipment. It is the intent of this agreement that it will erect its system primarily on poles now in use in the Municipality. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole (s) or conduit space of utilities is not economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality through its Code Enforcement Officer or Engineer of any necessary authorization which shall not be unreasonably withheld or delayed. Municipality shall have the right to designate the location of poles and conduits.

(b) Subject to the provisions of sub-paragraph (c), below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines and related facilities be installed underground, the Company shall install its lines and related facilities underground in accordance with such requirement.

(c) Notwithstanding the foregoing, if the Company shall in any instance be unable to install or locate any part of its property underground, then the Municipality, on being apprised of the facts thereof, shall permit such property to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may require.

SECTION 8 -- RELOCATION OF PROPERTY

Whenever the Municipality or a public utility franchised or operating within the Municipality shall require the relocation or reinstallation of any property of the Company in or on any of the Streets of Municipality as a result of the relocation or other improvements of any such Streets, it shall be the obligation of the Company on written notice of such requirement to remove and relocate or reinstall such property to meet the requirements of the Municipality or the public utility. Relocation shall be made without cost or expense to the Municipality.

The Company shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The Company may charge the person requesting removal the reasonable expense of doing so. The Company shall be given in such cases not less than five (5) working days prior written notice in order to arrange for the changes required.

SECTION 9 -- USE & INSTALLATION

The Company or any person authorized by the company to erect, construct or maintain

any of the property of the company used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of the Company in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television system equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exists at the time said equipment is installed or replaced. All facilities will be capable of providing (750 Mhz) of bandwidth with 2-way capability.

The Company agrees to use its best efforts to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to interfere with the usual public travel on any Street of the Municipality. All work involved in the construction, installation, maintenance, operation and repair of the Cable Television System shall be performed in a safe, thorough and reliable manner and all material and equipment shall be of good and durable quality. In the event that any municipal property is damaged or destroyed in the course of operations by the company, such property shall be repaired promptly by Company and restored to serviceable condition. However, if such damage constitutes a threat to the health and safety of any resident or the traveling public, such damage shall be repaired by Company immediately upon notice by Municipality through its Engineer Code Enforcement Officer or Highway Superintendent.

SECTION 10 -- REMOVAL AND ABANDONMENT OF PROPERTY

If the use of any part of the Company's Cable Television System or the poles, wires and/or distribution equipment occupying the Streets of the Municipality is discontinued for any reason for a continuous and uninterrupted period of six months (other than for reasons beyond the Company's control), the Company shall, on being given sixty (60) days prior written notice thereafter by the Municipality, remove that portion of its Cable Television System or the poles, wires or distribution equipment from the Streets of the Municipality which has both remained unused and for which the Municipality deems necessary to remove to protect the public health and safety. It is understood that the cost of any such removal shall be borne by the Company.

SECTION 11 -- OPERATION AND MAINTENANCE; CONSTRUCTION AND LINE EXTENSION

(a) The Company shall maintain and operate its Cable Television System at all times in compliance with the duly promulgated and lawful provisions of Sections 890 and 896 of the Rules and Regulations of the NYSPSC and the technical requirements of the FCC and offering a minimum 78 channel capacity. The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. The Company shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable

system. The Company shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling, and switching equipment, shall be acted upon promptly after notification. The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Municipality shall have the right and authority to request an inspection or test of the cable system by the NYSPSC, the FCC, or to have such inspection or test performed, all at the Municipality's expense. The Company shall fully cooperate in the performance of such testing.

(b) To the extent consistent with and subject to the Communications Act, and notwithstanding any other provision of this Agreement, any requests for cable television service in areas outside the area presently served by the Company, with additional areas, if any, the Company is required to serve either in accordance with this Agreement or the Rules and Regulations of the NYSPSC, shall be served as required by this Agreement or as required by such rules and regulations, provided the Company is economically and otherwise reasonably capable of compliance with such requests.

(c) The Company is prohibited from abandoning any service to any area of the Franchise area or any portion thereof without the written consent of the Municipality, and shall comply with §895.5(b) of the regulations with respect to line extensions and system deployment. Nor shall the company deny access to cable services to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

(1) Line Extensions.

(a) A "line extension area" shall be any area within the franchise area which is not part of the existing service area (also referred as Primary Service Area within this Agreement). Cable television service will not be denied to potential subscribers located in line extension areas who satisfy either of the following criteria;

(1) Make a contribution to the cost of construction in accordance with the following formula:

$$\begin{array}{rcccl}
 C & - & CA & = & SC \\
 \hline
 LE & & & & P
 \end{array}$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the primary service area. P equals the lower of [no.] or the average number of dwelling units per linear mile of (a) and (b) of this section. LE equals the number of dwelling units requesting service in the line extension area. SC equals subscriber contribution in the line extension area.

(i) Whenever, subsequent to the date when Company is obligated to provide service throughout the primary service area, a potential subscriber located in a line extension area requests service, Company will, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be imposed. Company may require prepayments of the contribution in aid of construction. Company shall apply for pole attachment agreements within thirty (30) days of its receipt of contribution in aid of construction. Cable television service shall be made available to those who made a contribution in aid within ninety (90) days from the receipt of pole attachment agreements.

(ii) The contribution in aid of construction shall be in addition to the installation rate set forth in this franchise.

(iii) During a five (5) year period commencing at the completion of a particular line extension, a pro-rata refund shall 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 by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The Company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at the same address and who has not informed the Company of the subscriber's new address; or

(b) Where the line extension area is contiguous to the primary service area or an already built line extension area and contains at least twelve (12) 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 percent of the homeowners residing in such areas, who shall execute and deliver to Company their written agreements to subscribe to the service for a period of eighteen (18) months. Those subscribers who move from the extension area will be released from their subscription obligation. Company will extend cable television service into such areas only if service, construction, and installation will meet the technical standards of all regulatory bodies and subject to the following:

(i) The rates and charges for service in such areas shall be those from time to time established by Company.

(ii) Company will review each area in May of each year. If any change in the actual density of homes per mile in such areas allows such area to be re-classified as part of the primary service area, the monthly service charges shall not exceed the rates established for the primary service area.

(2) Cable television service will be provided to any subscriber who requests service and who is located within 300 feet of aerial feeder cable, and the charge for installation to any subscriber so situated will not be in excess of the installation charges specified in this franchise.

**SECTION 12 --
PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)**

The Company shall provide access channel(s) designated for noncommercial, educational and governmental use by the public on a first-come, first-served, nondiscriminatory basis in accordance with the minimum requirements of Part 895.4 of the NYSPSC Rules. Requirements and guidelines for utilization of access channel(s) set forth pursuant to Part 895.4 of the NYSPSC rules as may be approved are available in the local office and subscribers are notified on an annual basis of availability.

SECTION 13 -- RATES

(a) Rates and charges imposed by the Company for cable television service shall be or subject to approval by the municipality and the Commission to the extent required by state and federal law. Initial rates and charges are attached as Schedule "A".

The Municipality acknowledges that it may not regulate the content of Cable Television Service except that under current federal law it may exercise whatever rights it may have thereunder to object to or prohibit programming that is obscene or otherwise unprotected by the Constitution of the United States. To the extent not inconsistent with applicable laws, and notwithstanding any contrary provision of this Franchise, the company may delete, add or rearrange Video Programming and other communication services, as well as Service Tiers, or portions thereof, as it deems necessary or desirable provided it has first notified the Municipality and its subscribers in accordance with the terms of this Franchise and applicable regulatory requirements, and provided it does not substantially reduce the basic service or the amount of service contemplated by this Agreement.

(b) The Company shall not unfairly discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. This Provision is not intended to and shall not prohibit (i) sales, promotions or other discounts which the Company deems necessary or desirable to market its Video Programming and other services; (ii) the Company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all Subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or (iii) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rate to persons who subscribe to any services that are provided on a bulk billed basis.

(c) 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 14 -- SERVICE TO PUBLIC FACILITIES,
FRANCHISE FEE AND ACCOUNTABILITY PROVISIONS**

(a) At the request of the Municipality, the Company shall provide and maintain a single standard service outlet to each school, firehouse and municipally owned building which is occupied for governmental purposes, and police station as agreed to herein or as may be reasonably requested by the Municipality within sixty (60) days after the Effective Date of this Franchise provided the point chosen by the Company for connecting of such wire to the institution is no further than three hundred feet (300') from the closest feeder line of the Cable Television System. In addition, the Company agrees to provide standard business class broadband service to the Town Hall during the term of this Agreement. All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, at its expense, without the express written consent of the Company.

(b) The Municipality understands its right to negotiate a Franchise Fee and does not wish to impose such fee. The Municipality reserves the right to renegotiate the Franchise Fee Option after Agreement has been in effect for ten (10) years. In consideration to exercise the option to re-negotiate the franchise fee, the Municipality agrees that all previously negotiated financial aspects of this Agreement (including but not limited to courtesy accounts, public access channel expenses, etc) would be eligible for re-negotiation as part of the Municipalities decision to exercise the Franchise Fee Option.

(c) Accountability.

(1) Complaints/Billing Practices. During the term of this franchise, and any renewal thereof, Company shall maintain a local business office and a toll-free telephone number for the purpose of receiving and resolving all complaints regarding the quality of service, equipment malfunctions and similar matters. This provision shall be complied with if Company maintains a local business office outside Municipality in a place easily accessible to its residents including the company's existing office in Margaretville, NY. The local office shall be open to receive inquiries or complaints from subscribers during normal business hours, and in no event less than 9:00 a.m.—4:00 p.m., Monday through Friday, and shall be accessible by a toll-free telephone number.

(2) Complaints. Any complaints from subscribers received at the local office regarding quality of service, equipment malfunction, billing disputes, or other matters shall receive investigative action on the same day such complaint or call is received at the local office, if possible, but in no case later than the following scheduled business day after receipt. Company shall give credit for any service outage in excess of four (4) continuous hours. Subscriber complaints and trouble calls shall be processed in compliance with the standards set forth in section 890.70 of the Rules and Regulations of the New York Public Service Commission.

- (3) Company shall provide notice to its subscribers of its billing practices, availability of parental control devices and A-B switches, and the procedure for reporting and resolving subscriber complaints. (Such notice may be written or by such other means as the New York State Commission of Cable Television may from time to time approve.) Notice is to be given in writing to each subscriber at the time of initial subscription, reconnection, and at least annually thereafter. Company shall also provide subscriber Privacy Notices in accordance with Cable Communications Policy Act of 1984.

SECTION 15 – BOOKS AND RECORDS ADMINISTRATION

- (a) To the extent not inconsistent with privacy laws, Municipality reserves the right to inspect all pertinent books, records, maps, plans and financial reports of the Company upon reasonable notice during normal business hours. Company will cooperate in making such information available.
- (b) The Administrator, as the case may be, for the Municipality for this Franchise Agreement shall be the Mayor of the Municipality. All correspondence and communications between the Company and the Municipality pursuant to this Franchise shall be addressed by the Company to the Administrator.
- (c) It is agreed that all Cable Television Service offered to any Subscribers under this Franchise shall be conditioned upon the Company having legal access to any such Subscribers' dwelling units or other units wherein such service is to be provided.
- (d) 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 16 -- SEVERABILITY, POLICE POWERS, GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION

If any section, sub-section, sentence, clause, paragraph or portion of this Franchise (as well as any law or regulation applicable or purported to be applicable to this Franchise) is for any reason held to be invalid, void, unenforceable, illegal or unconstitutional by any court of competent jurisdiction, such law, regulation or provision of this Franchise shall be deemed separate and distinct and shall have no affect on the validity of the remaining portions hereof.

To the extent not inconsistent with or contrary to applicable federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise that are inconsistent with or contrary to any applicable federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or

superseded to the extent of any inconsistency or conflict with any applicable federal laws.

Subject to the foregoing, the municipality reserves the right in the exercise of its police powers to adopt such regulations not inconsistent with applicable State and Federal Law or regulation as are reasonably necessary and lawful to protect the public health and safety concerning the installation, construction and maintenance of the Cable Television System; provided, however, that such regulations are reasonable, not materially in conflict with the provisions of this Franchise.

The Company shall file requests for all necessary operating authorizations with the NYSPSC and the FCC within sixty (60) days of the Effective Date of this Franchise. This Agreement shall be subject to approval by the NYSPSC and FCC.

The Company shall not refuse to hire or employ and shall neither bar nor discharge from employment, and shall not discriminate against any person in compensation, terms or conditions of employment because of age, race, creed, color, national origin or sex.

SECTION 17 -- CONTRACTS IN FULL FORCE

All agreements with third parties necessary for the Company to fulfill the terms of this Agreement are valid agreements and are in full force and effect at the time of this Agreement and will remain in full force and effect during the term of this Agreement.

SECTION 18 -- NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail or by facsimile transmission or by any other means to the parties and locations:

When to the Company:	<i>MTC Cable P.O. Box 349 Margaretville, New York 12455</i>
-------------------------	---

When to the Municipality:	<i>Village of Margaretville P.O. Box 228 Margaretville, NY 12455</i>
------------------------------	--

SECTION 19 -- FURTHER ASSURANCES

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as the Company may reasonably request in order to effect or confirm this Franchise and the rights and

obligations contemplated herein.

SECTION 20 -- INTEGRATION

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only behalf of both parties. To the extent required by state law, amendments hereto shall be confirmed or approved by the Public Service Commission in accordance with §892-1.4 and 897.3 of the Regulations. Changes in rates charged or Cable Television Services rendered by the Company shall not be deemed an amendment to this Franchise.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one original.

The headings of the various sections of this Franchise are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of this Franchise.

The rights and remedies of the parties pursuant to this Franchise are cumulative and shall be in addition to and not in derogation of any other right or remedies which the parties may have with respect to the subject matter of this Franchise.

SECTION 21 - NO JOINT VENTURE

Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or the public in any manner which would indicate any such relationship with the other.

SECTION 22-- ASSIGNMENT

The Company shall not sell, lease, convey, assign or otherwise transfer this Franchise without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. The foregoing shall not apply to the assignment by the Company to any entity which is a subsidiary of or is affiliated with it.

**SECTION 23 – COMPLIANCE WITH
STATE AND FEDERAL LAW**

(A) The Company shall conform to all laws, rules and regulations of the United States and State of New York in the construction and operation of its cable television system. All rules and regulations of the FCC and the NYSPSC relating to cable television franchises, as now enacted or subsequently amended, are incorporated herein by reference. The Company shall take such additional action as is necessary to formally incorporate in the terms of this franchise any modifications required by amendment of applicable federal and state laws, rules and regulations governing the contents of cable television franchises within one year of their adoption or at the time of franchise renewal, whichever occurs first.

(B) This franchise is in full compliance with the rules and regulations of the FCC and the NYSPSC relating to cable television franchises as now enacted, to the best of the Company's knowledge.

(C) Nothing herein shall be construed to prohibit the Company from requesting a waiver of any state or federal rule or regulation provided that a company of any such request shall be served upon the Municipality.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be duly executed by their duly authorized representatives the day and year first written above.

Heart of the Catskills Communications, Inc
d/b/a MTC Cable

WITNESS:

Kendrick G. Rochell

By Glen Faulkner

Name: Glen Faulkner

Title: General Manager

Date: 12/29, 2016

Municipality: Village of Margaretville

WITNESS:

Karen McMurray

By Diana L. Cope

Name: DIANA L. COPE

Title: MAYOR

Date: 12/20/16

Exhibit 5

Village of Margaretville
PO Box 228
773 Main Street, Gottfried Building
Margaretville, NY 12455
Phone: (845) 586-4418 Fax: (845) 586-4211
TDD (800) 662-1220

MTC CABLE FRANCHISE RENEWAL

A motion was made by Trustee Van Benschoten and seconded by Trustee Hubbell to approve the request of Heart of the Catskills Communications, Inc. dba MTC Cable to renew their cable television franchise.

I, Karen McMurray, Clerk of the Village of Margaretville Board of Trustees, certify that this is a true copy of a motion that was passed at a special meeting of the board of Trustees of the Village of Margaretville on January 24, 2017.

The vote was as follows:

Trustee Mead	Aye
Trustee Van Benschoten	Aye
Trustee Hubbell	Aye

VILLAGE SEAL

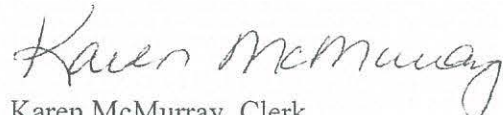

Karen McMurray, Clerk
Dated: 1/26/2017

Exhibit 6

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a complete copy of the application to the New York State Commission on Cable Television for the approval of franchise renewal for the *Village of Margaretville* was delivered to the *Town Clerk* in person on March 22, 2017.

Sworn to before me this

22nd day of March, 2017.


Glen Faulkner