



November 18, 2013

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 Coxsackie, 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 Coxsackie for a period of fifteen (15) years as set forth in part 2 of the Franchise dated November 12th, 2013.

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

d. Digitized the ad insertion capability and expanded that capability for digital insertion from 24 to 48 channels.

e. The production of local monthly program entitled "*Connections*".

f. The initiation of Cable Alliance for Education including the "Cable in the Classroom" project among local school districts.

g. Mid-Hudson Cablevision won CTTANY Gilbert Award for the production of the United Way Telethon in 2000. Mid-Hudson Cablevision, Inc. won the Gilbert Award in 2002 for its production of "Every 15 Minutes".

h. Mid-Hudson Cablevision was recognized by the Greene County Chamber of Commerce for producing and hosting the United Way Telethon. This award honors the most extraordinary contribution to economic progress, community improvement and quality of life in Greene County over the past year by a business operating in Greene County.

i. Mid-Hudson was the first cable company in New York State to receive a loan from the United States Department of Agriculture (USDA) Rural Utilities Service (RUS) division for the expansion of High Speed Broadband access throughout low population, rural areas in New York State.

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.

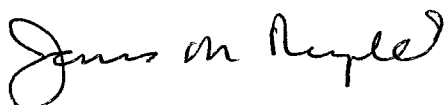
16. The proposed operations to continue providing cable television service to the Town of Coxsackie, New York, would in no way be inconsistent with and Federal or State law or regulation.

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 cursive script that reads "James M. Reynolds".

James M. Reynolds
President

JMR/jm

cc: Mr. Alexander Betke, Supervisor, Town of Coxsackie, 16 Reed Street, Coxsackie,
New York 12051

Electronic Filing PSC

EXHIBIT A

**TOWN OF COXSACKIE
FRANCHISE RENEWAL NOTIFICATION**

(Number of subscribers from October 31, 2013)

| Municipality | Total Basic Subscribers | Total Premiums Units |
|-------------------------|--------------------------------|-----------------------------|
| Town of Catskill | 1672 | 312 |
| Village of Catskill | 999 | 227 |
| Town of Athens | 603 | 92 |
| Village of Athens | 372 | 68 |
| Town of Greenport | 943 | 224 |
| Town of Stockport | 616 | 130 |
| City of Hudson | 1453 | 381 |
| Town of Claverack | 865 | 170 |
| Village of Philmont | 300 | 797 |
| Town of Coxsackie | 689 | 163 |
| Village of Coxsackie | 620 | 85 |
| Village of Ravena | 984 | 234 |
| Town of Coeymans | 411 | 71 |
| Town of Bethlehem | 15 | 2 |
| Town of New Baltimore | 446 | 74 |
| Town of Cairo | 1527 | 300 |
| Town of Greenville | 691 | 89 |
| Town of Livingston | 720 | 164 |
| Town of Westerlo | 362 | 52 |
| Town of Gallatin | 123 | 44 |
| Town of Prattsville | 95 | 14 |
| Town of Windham | 1196 | 106 |
| Town of Ashland | 109 | 8 |
| Town of Durham | 470 | 81 |
| Town of Rensselaerville | 266 | 43 |
| Town of Taghkanic | 61 | 15 |

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 | |
| | | | |



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

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

Model: SDA-5000
Operator: ?
Date: 11/19/13 Time: 11:22:10
Description:

Serial #: 3140267
File: NODE_39

Cal Date: 01/24/13
DOS File: NODE_39

| | | |
|--------------------------|-----------------------|-------------------------|
| Location: ? | AmpID: | Reverse Pad: 0.0 |
| Location Type: Undefined | Power Cfg: IN | Forward Pad: 0.0 |
| Area: | Feeder Maker Cfg: 1 | Rev Equalizer: 0.0 |
| Test Pnt Type: None | Trunk Term: NO | Fwd Equalizer: 0.0 |
| Test Pnt Comp: 0.0 | Voltage Setting: LOW | Temp: 10.0 C |
| AC Voltage: 0 | DC Voltage (reg): 0.0 | DC Voltage (unreg): 0.0 |

| Chan | Label | Video (dBmV) | Audio (dBmV) | Delta V/A (dB) | C/N (dB) | Hum (dB) | Mod (%) |
|------|-------|--------------|--------------|----------------|----------|----------|---------|
| 2 | | 9.8 | -5.2 | 15.0 | --- | --- | --- |
| 3 | | 9.5 | -4.4 | 13.9 | --- | --- | --- |
| 4 | | 10.0 | -4.8 | 14.8 | 48.9 | -42.7 | 80.4 |
| 5 | | 8.8 | -7.2 | 16.0 | --- | --- | --- |
| 6 | | 9.0 | -6.7 | 15.7 | --- | --- | --- |
| 95 | | 10.4 | -5.4 | 15.8 | --- | --- | --- |
| 96 | | 6.2 | 0.0 | 6.2 | --- | --- | --- |
| 97 | | 6.4 | 0.0 | 6.4 | --- | --- | --- |
| 99 | | 6.1 | 0.0 | 6.1 | --- | --- | --- |
| 14 | | 6.1 | 0.0 | 6.1 | --- | --- | --- |
| 15 | | 6.2 | 0.0 | 6.2 | --- | --- | --- |
| 16 | | 6.3 | 0.0 | 6.3 | --- | --- | --- |
| 17 | | 11.6 | -3.4 | 15.0 | --- | --- | --- |
| 19 | | 12.5 | -3.5 | 16.0 | --- | --- | --- |
| 20 | | 11.8 | -2.5 | 14.3 | --- | --- | --- |
| 21 | | 6.9 | 0.0 | 6.9 | --- | --- | --- |
| 22 | | 7.1 | 0.0 | 7.1 | --- | --- | --- |
| 7 | | 11.6 | -3.7 | 15.3 | --- | --- | --- |
| 8 | | 11.7 | -3.7 | 15.4 | --- | --- | --- |
| 9 | | 11.9 | -3.6 | 15.5 | --- | --- | --- |
| 10 | | 12.3 | -3.7 | 16.0 | --- | --- | --- |
| 11 | | 11.8 | -3.4 | 15.2 | --- | --- | --- |
| 12 | | 12.4 | -4.3 | 16.7 | --- | --- | --- |
| 13 | | 12.6 | -2.9 | 15.5 | --- | --- | --- |
| 23 | | 13.2 | -2.9 | 16.1 | --- | --- | --- |
| 24 | | 13.0 | -3.7 | 16.7 | --- | --- | --- |
| 25 | | 12.8 | -3.9 | 16.7 | --- | --- | --- |
| 26 | | 11.6 | -4.1 | 15.7 | --- | --- | --- |
| 27 | | 12.2 | -3.2 | 15.4 | --- | --- | --- |
| 28 | | 13.5 | -3.8 | 17.3 | 50.5 | -44.7 | 91.3 |
| 29 | | 14.4 | -1.1 | 15.5 | --- | --- | --- |
| 30 | | 14.9 | -1.2 | 16.1 | --- | --- | --- |
| 31 | | 14.5 | -1.3 | 15.8 | --- | --- | --- |
| 32 | | 14.5 | -1.7 | 16.2 | --- | --- | --- |
| 33 | | 12.6 | -2.7 | 15.3 | --- | --- | --- |
| 34 | | 12.7 | -2.5 | 15.2 | --- | --- | --- |
| 35 | | 12.8 | -2.9 | 15.7 | --- | --- | --- |
| 36 | | 13.0 | -3.1 | 16.1 | --- | --- | --- |
| 37 | | 12.7 | -2.3 | 15.0 | --- | --- | --- |
| 38 | | 13.0 | -3.2 | 16.2 | --- | --- | --- |
| 39 | | 13.6 | -3.3 | 16.9 | --- | --- | --- |
| 40 | | 13.9 | -3.2 | 17.1 | --- | --- | --- |
| 41 | | -41.9 | -44.3 | 2.4 | --- | --- | --- |
| 42 | | 15.3 | -0.9 | 16.2 | --- | --- | --- |
| 43 | | 13.1 | -1.7 | 14.8 | --- | --- | --- |
| 44 | | 13.5 | -1.9 | 15.4 | --- | --- | --- |
| 45 | | 14.0 | -1.5 | 15.5 | --- | --- | --- |
| 46 | | 13.9 | -1.7 | 15.6 | --- | --- | --- |
| 47 | | 14.0 | -1.8 | 15.8 | --- | --- | --- |
| 48 | | 13.5 | -2.8 | 16.3 | --- | --- | --- |



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

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

Model: SDA-5000
Operator: ?
Date: 11/19/13 Time: 11:22:10
Description:

Serial #: 3140267
File: NODE_39

Cal Date: 01/24/13
DOS File: NODE_39

| Chan | Label | Video (dBmV) | Audio (dBmV) | Delta V/A (dB) | C/N (dB) | Hum (dB) | Mod (%) |
|------|-------|--------------|--------------|----------------|----------|----------|---------|
| 49 | | 13.6 | -2.7 | 16.3 | 48.7 | -43.1 | 83.5 |
| 50 | | 13.0 | -3.0 | 16.0 | --- | --- | --- |
| 51 | | 12.8 | -3.1 | 15.9 | --- | --- | --- |
| 52 | | 12.4 | -3.1 | 15.5 | --- | --- | --- |
| 53 | | 13.7 | -1.7 | 15.4 | --- | --- | --- |
| 54 | | 14.1 | -1.5 | 15.6 | --- | --- | --- |
| 55 | | 14.1 | -1.7 | 15.8 | --- | --- | --- |
| 56 | | 13.8 | -1.3 | 15.1 | --- | --- | --- |
| 57 | | 13.8 | -2.0 | 15.8 | --- | --- | --- |
| 58 | | 14.3 | -0.9 | 15.2 | --- | --- | --- |
| 59 | | 15.0 | -0.2 | 15.2 | --- | --- | --- |
| 60 | | -38.7 | -43.0 | 4.3 | --- | --- | --- |
| 61 | | 15.4 | -0.4 | 15.8 | --- | --- | --- |
| 62 | | 16.1 | 1.1 | 15.0 | --- | --- | --- |
| 63 | | 16.6 | 0.2 | 16.4 | --- | --- | --- |
| 64 | | 15.9 | -0.1 | 16.0 | --- | --- | --- |
| 65 | | 14.9 | -0.1 | 15.0 | --- | --- | --- |
| 66 | | 15.0 | 0.3 | 14.7 | --- | --- | --- |
| 67 | | 15.8 | -0.3 | 16.1 | --- | --- | --- |
| 68 | | 14.8 | -0.8 | 15.6 | --- | --- | --- |
| 69 | | 14.1 | -1.0 | 15.1 | --- | --- | --- |
| 70 | | 14.3 | -0.3 | 14.6 | --- | --- | --- |
| 71 | | 15.2 | 0.3 | 14.9 | --- | --- | --- |
| 72 | | 15.7 | -0.2 | 15.9 | 50.1 | -43.6 | 87.3 |
| 73 | | 15.6 | -0.2 | 15.8 | --- | --- | --- |
| 74 | | 15.5 | 0.3 | 15.2 | --- | --- | --- |
| 76 | | -35.7 | -42.4 | 6.7 | --- | --- | --- |
| 77 | | 10.5 | 0.0 | 10.5 | --- | --- | --- |
| 78 | | 10.3 | 0.0 | 10.3 | --- | --- | --- |
| 79 | | 9.5 | 0.0 | 9.5 | --- | --- | --- |
| 80 | | 8.4 | 0.0 | 8.4 | --- | --- | --- |
| 81 | | 8.0 | 0.0 | 8.0 | --- | --- | --- |
| 82 | | -33.7 | 0.0 | 33.7 | --- | --- | --- |
| 83 | | 7.2 | 0.0 | 7.2 | --- | --- | --- |
| 84 | | 7.6 | 0.0 | 7.6 | --- | --- | --- |
| 85 | | 8.0 | 0.0 | 8.0 | --- | --- | --- |
| 86 | | 8.4 | 0.0 | 8.4 | --- | --- | --- |
| 87 | | 8.9 | 0.0 | 8.9 | --- | --- | --- |
| 88 | | 9.6 | 0.0 | 9.6 | --- | --- | --- |
| 89 | | 9.9 | 0.0 | 9.9 | --- | --- | --- |
| 90 | | 10.6 | 0.0 | 10.6 | --- | --- | --- |
| 91 | | 10.6 | 0.0 | 10.6 | --- | --- | --- |
| 92 | | 10.2 | 0.0 | 10.2 | --- | --- | --- |
| 93 | | 10.3 | 0.0 | 10.3 | --- | --- | --- |
| 94 | | 8.6 | 0.0 | 8.6 | --- | --- | --- |
| 100 | | 7.9 | 0.0 | 7.9 | --- | --- | --- |
| 101 | | 7.4 | 0.0 | 7.4 | --- | --- | --- |
| 102 | | 7.0 | 0.0 | 7.0 | --- | --- | --- |
| 103 | | 8.0 | 0.0 | 8.0 | --- | --- | --- |
| 104 | | 7.6 | 0.0 | 7.6 | --- | --- | --- |
| 105 | | 7.7 | 0.0 | 7.7 | --- | --- | --- |
| 106 | | 7.9 | 0.0 | 7.9 | --- | --- | --- |
| 107 | | 9.3 | 0.0 | 9.3 | --- | --- | --- |
| 108 | | 10.0 | 0.0 | 10.0 | --- | --- | --- |
| 109 | | 10.7 | 0.0 | 10.7 | --- | --- | --- |
| 110 | | 11.6 | 0.0 | 11.6 | --- | --- | --- |
| 111 | | 11.1 | 0.0 | 11.1 | --- | --- | --- |



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Acterna
6620 Network Way
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46278
301-353-1550

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

Model: SDA-5000
Operator: ?
Date: 11/19/13 Time: 11:22:10
Description:

Serial #: 3140267
File: NODE_39

Cal Date: 01/24/13
DOS File: NODE_39

| Chan | Label | Video (dBmV) | Audio (dBmV) | Delta V/A (dB) | C/N (dB) | Hum (dB) | Mod (%) |
|------|-------|--------------|--------------|----------------|----------|----------|---------|
| 112 | | 10.6 | 0.0 | 10.6 | --- | --- | --- |
| 113 | | 9.8 | 0.0 | 9.8 | --- | --- | --- |
| 114 | | 9.7 | 0.0 | 9.7 | --- | --- | --- |
| 115 | | 9.4 | 0.0 | 9.4 | --- | --- | --- |
| 116 | | 8.8 | 0.0 | 8.8 | --- | --- | --- |

| LIMIT CHECK | Limit | Actual | |
|-------------------------|-----------|---------|-------------|
| Min Video Carrier Level | undefined | No data | Pass |
| Max Delta Video Level | undefined | No data | Pass |
| Min Delta V/A | undefined | No data | Pass |
| Max Delta V/A | undefined | No data | Pass |
| Max Delta Adjacent Chan | undefined | No data | Pass |
| Min Carrier to Noise | undefined | No data | Pass |
| Max Hum | undefined | No data | Pass |
| Min Digital Level | undefined | No data | Pass |
| Max Digital Level | undefined | No data | Pass |
| Conclusion: | | | PASS |

Reviewed: _____ Date: _____

TOWN OF COXSACKIE RESOLUTION

CATV - MID-HUDSON CABLEVISION, INC.

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

OFFERED BY: Thomas Hobart

SECONDED BY: Patrick Kennedy

YES 4 NO - Absent 1 - Lewis

(Board Members Names)

Alexander Betke Jeffery Lewis
Patrick Kennedy
Richard Hanse
Thomas Hobart

DATED: 11/12/13 Bonnie Hotaling
(Town Clerk)

FRANCHISE AGREEMENT

This **FRANCHISE AGREEMENT** made this ____ day of _____, 20__, between the **Town of Coxsackie**, ("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 12th day of November, 2013; 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 12th day of November, 2013, the Town has granted a non-exclusive cable television franchise to Mid-Hudson Cablevision, and authorized the Supervisor to execute this Franchise Agreement with Mid-Hudson upon the terms hereinafter set forth; and

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

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

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

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

2. FRANCHISE AREA

A. **PRIMARY SERVICE AREA.** Mid-Hudson's rights and obligations set forth in this agreement shall be applicable to the Primary Service Area as shown on the attached map marked **Exhibit II**. Mid-Hudson agrees to have cable service available, without a contribution in aid of construction, to any resident who lives within 250 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. The primary service area is highlighted on the attached map, Exhibit II. The rest of the Town of Coxsackie is designated as line extension area.

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 homes per mile (hpm). Mid-Hudson shall not deny service to any resident of the Town of Coxsackie based upon age, race creed, color, sex, national origin or income level of the residences in their local area.

B. **LINE EXTENSION AREA.** 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 criteria set forth by the PSC of 35 homes per mile (HPM) is met or line extensions may be considered on a case by case basis at a minimum density of 20 HPM provided that at least 15 of the homes passed are willing to commit to a multi-year level of service. The HPM statistic for the primary service area will be determined by dividing the total dwelling units passed in the primary service area by the total linear miles of the cable plant in the primary service area.

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) or subscriber contribution (SC) Such SC shall be computed as follows:

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

- C** = the cost of construction of new plant.
- CA** = the average cost of construction per mile in the primary service area.
- P** = either 20 HPM or the average number of dwelling units per 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 SC payments for a line extension area. Mid-Hudson shall provide service to line extension area within 12 months of the receipt of all mandatory licenses, permits, amendments, and approvals.

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

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

4. RATES

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

5. CONSTRUCTION

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

B. Mid-Hudson shall construct any future cable television plant within 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 construction schedule.

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

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

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

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

6. FRANCHISE FEE

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

3% to the Town of Coxsackie based upon the total number of active subscribers in the Town.

7. FREE SERVICE

Mid-Hudson will 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 II. Mid-Hudson will upon request, also provide 1 standard (5MB downstream) discounted high speed internet access cable modem to the sites listed above on a voluntary basis.

8. COMPLAINTS

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

B. All subscriber complaints or trouble calls shall receive investigative action on the same day such complaint or call is received at the office, if possible, but in no case no

later than the following business day. Customer Service and Consumer Standards shall be in compliance with the standards set forth in Parts 890 & 896 of the rules and regulations of the New York State Public Service Commission (NYSPSC).

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

9. PROHIBITION OF ABANDONMENT

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

11. EQUAL EMPLOYMENT

Mid-Hudson shall not refuse to hire or employ nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, marital status, color, national origin, or sex. Mid-Hudson shall have an Equal Employment Program on file at its' main office for public inspection.

12. INDEMNIFICATION AND INSURANCE

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

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

13. REPAIR OF PROPERTY

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

16. RESPONSIBLE MUNICIPAL OFFICER

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

17. PUBLIC-EDUCATIONAL-GOVERNMENTAL (PEG) ACCESS

A. Mid-Hudson will provide PEG access in accordance with the Standards of the NYSPSC, as set forth in 895.4 of the commission's rules, and the rules of the Federal Communication Commission and Cable Consumer's Protection Act of 1992.

18. APPROVAL AND AMENDMENT OF PROVISIONS

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

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

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

19. MATERIAL PROVISIONS AND SEVERABILITY

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

20. POLICE POWERS

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

21. REPRESENTATIONS

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

22. EXCUSABLE DELAY

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

23. NECESSARY OPERATING AUTHORITY

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

24. MOST FAVORED NATIONS

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

25. APPROVAL

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

26. TRANSFER OF OWNERSHIP

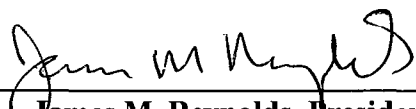
Mid-Hudson shall have the right to transfer this franchise without prior municipal approval. However, Mid-Hudson shall give 30 days written notice to the municipality prior to any transfer.

27. EQUALITY

Access to cable service will not be denied to any 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.

By: 
James M. Reynolds, President

TOWN OF COXSACKIE

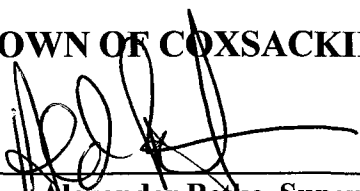
By: 
Alexander Betke, Supervisor

EXHIBIT I

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

Standard Installation will not apply in the following situations:

- A.) any type of multiple dwelling complex; hotels, motels, apartment houses, hospitals, etc.
- B.) When the subscriber drop must be extended more than 250 feet from the CATV distribution system.
- C.) When Special work is requested or must be performed in order to establish the service connection between the CATV distribution facilities and the subscriber terminal or TV set.

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

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

EXHIBIT II

**TOWN OF COXSACKIE FRANCHISE
MAP OF PRIMARY SERVICE AREA**

JOANNE MILLER
MID HUDSON CABLE (CLASS/LEGAL)
PO BOX 399
CATSKILL NY 12414

REFERENCE: 80904
1680639 #87822 11/12 TOWN OF

Mary Rogers being duly sworn says that she is the billing clerk for COLUMBIA GREENE MEDIA, a corporation duly organized and existing under the laws of the State of New York, and having its principal place of business in the City of Hudson, New York and that said corporation is the publisher of the CATSKILL DAILY MAIL, a newspaper published in the Village of Catskill, County of Greene and State of New York and that a LEGAL NOTICE, of which is annexed is a printed copy, has been published in said newspaper on the dates listed below:

Mary Rogers

Mary Rogers, billing clerk

PUBLISHED ON: 10/18 10/19

AD SPACE: 54 LINE
FILED ON: 10/19/13

Sworn to before me this
22nd day of October, 2013

Notary Public

TAMMI L. ULLRICH
Notary Public, State of New York
Reg. No. 01UL6096910
Qualified in Columbia County
Commission Expires August 11, 2015

Public Notice

Please take notice that the Town of Coxsackie will hold a Public Hearing on Tuesday, November 12th, 2013, at 7:00 pm at the Town Hall located at 16 Reed Street, Coxsackie, New York regarding granting a cable television Franchise Agreement by and between Mid-Hudson Cablevision, Inc. and the Town of Coxsackie.

A copy of the Franchise Agreement is available for public inspection during normal business hours at the Clerk's office, located at 16 Reed Street, Coxsackie, New York.

At such public hearing all persons will be given an opportunity to be heard, written or oral statements will be taken at that time. Time limitations may be imposed for each oral statements will be taken at that time. Time limitations may be imposed for each oral statement if necessary. Individuals wishing to file comments regarding the application may do so with the New York State Public Service Commission within 10 days of the date of publication, at Three Empire State Plaza, Albany, New York 12223. Copies of comments should be sent to the Town of Coxsackie, and Mid-Hudson Cablevision, Attention Mrs. Joanne Miller, P.O. Box 399, Catskill, New York 12414.
By order of the Coxsackie Town Board.
DM2T11/19#87822

Purchase

Check No.

Order No.

DO NOT WRITE IN THIS BOX

DEPARTMENT

Mid Hudson Cable

CLAIMANT'S

NAME

Columbia Greene Media Corp.

AND

One Hudson City Centre

ADDRESS

Suite 202

Hudson, NY 12534

| Date Voucher Received | | VOUCHER NO. |
|-----------------------|--------|-------------|
| FUND- APPROPRIATION | AMOUNT | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |
| Warrant No. | | |

Vendor's Ref. No.

225610

TERMS:

| Date | Quantity | Description of Materials or Services | Unit Price | Amount |
|-------|----------|--------------------------------------|------------|--------|
| 10/19 | | # 81822 10/12 TOWN of | | 48.88 |
| | | Affidavit Fee | | 5.00 |
| Total | | | | 43.88 |

CLAIMANT'S CERTIFICATION

Tracie Pedrick

43.88

I, Tracie Pedrick, certify that the above account is the amount of \$43.88 due and correct; that the items, services and disbursements charged were rendered to or for the municipality on the dates stated; that no part has been paid or satisfied; that taxes from which the municipality is exempt are not included; and that the amount claimed is actually due.

10/22/13

Tracie Pedrick

BILLING CLERK

DATE

SIGNATURE

TITLE

(SPACE BELOW FOR TOWN USE)

DEPARTMENT APPROVAL

APPROVAL FOR PAYMENT

Above services or materials were rendered or furnished to the municipality on the dates stated and the charges are correct.

This claim is approved and ordered paid from the appropriations indicated above.

DATE

AUTHORIZED OFFICIAL

DATE

TOWN BOARD



November 18, 2013

Mr. Alexander Betke
Supervisor
Town of Coxsackie
16 Reed Street
Coxsackie, New York 12051

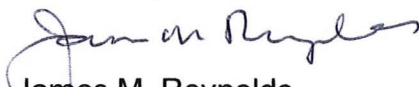
RE: Cable Television Franchise between Mid-Hudson Cablevision,
Inc. and the Town of Coxsackie

Dear Supervisor Betke;

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 Coxsackie. 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 both the Register Star for two consecutive issues beginning November 29th, 2013. If you have any questions regarding this matter, please do not hesitate to contact me.

Yours truly,


James M. Reynolds
President

JMR/jm

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

Certified Letter # 7012 1010 0001 9506 0795



November 18, 2013

Hudson Valley Newspapers
The Daily Mail
One Hudson City Centre, Suite 202
Hudson, N.Y. 12534

Dear Legals:

Please publish the enclosed Public Notice in the Daily Mail for two consecutive issues beginning Friday, November 22nd, 2013. 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 blue ink that reads "Joanne Miller". The signature is fluid and cursive, with the first letter of "Joanne" being a large, decorative capital.

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 Coxsackie, New York for a period of 15 years.

Copies of the materials constituting the application are available for public inspection at the offices of the New York State Public Service Commission and the Town clerk's office located at the Town Hall at 16 Reed Street, Coxsackie, New York 12051 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 Stockport and Mid-Hudson Cablevision, Attention Mrs. Joanne Miller, P.O. Box 399, Catskill, New York 12414.