



February 11, 2014

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: Town of Roxbury 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 Town of Roxbury 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 November 7, 2013 (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 9, 2013 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,

Glen Faulkner
General Manager



TELEPHONE • LONG DISTANCE • INTERNET • CABLE TV

Exhibit 1

Hand Delivered

November 7, 2013

Tom Hynes, Supervisor
Town of Roxbury
PO Box 189
Roxbury NY 12474

RE: MTC Cable Franchise Renewal

Dear Mr. Hynes:

This correspondence is to notify the Town of Roxbury of the desire of Heart of the Catskills Communications, Inc. (dba MTC Cable) to renew its Cable Television Franchise Agreement with the Town of Roxbury. The existing Franchise Agreement with the Town was issued and effective upon the New York State Public Service Commission Approval dated May 18, 2001, for a ten (10) year term.

Included for your review is a copy of the proposed Franchise Agreement between the Town of Roxbury and MTC Cable for the next ten year period. The Board is required to conduct a review of this Agreement and schedule a public hearing to receive comments before approval as per the requirements of the Public Service Commission.

MTC Cable looks forward to renewing this Agreement with the Town. If there are any questions, concerns, or comments, please feel free to contact me at (845) 586-2288.

Sincerely,

Glen Faulkner
General Manager

Enc: Proposed Franchise Agreement

The Margaretville Telephone Company "Your Communications Partner"

P.O. Box 260, 50 Swart Street, Margaretville, New York 12455 (845) 586-3311 Fax (845) 586-4050 mtc@catskill.net



Exhibit 2

MTC Cable Monthly Service Rates
(Effective 4/1/13)

MTC Elite Package: \$ 155.55

Save \$334 per year!
Take Three Package Plus
HD/DVR Service with Video-On-Demand in HD
Velocity High Speed Internet Service

MTC Take Three Package: \$ 139.60

Save \$320 per year!
Digital Choice (Includes 130+ Basic Channels, 46 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:

Save \$96 per year! For this savings you must have two of the following services.
Digital Cable, Cable Phone, or High Speed Internet Service.

MTC Cable Packages:

Digital Choice:

(Includes 130+ Basic Channels, 46 Digital Music Stations, Video-On-Demand,
Interactive TV Guide, plus Digital Converter + Remote)
(\$75.70 programming + \$3.95 standard digital converter):

\$ 79.65

MTC Family Package:	\$ 66.75
MTC Family Package (with standard digital converter):	\$ 70.70
MTC Local Package (20 channels):	\$ 24.95
MTC Line Charge:	\$ 16.75
HD Basic Tier:	\$ 6.95
DVR & HD Tier:	\$ 14.90
Digital Vacation Plan:	\$ 3.95
Additional Outlet Maintenance:	\$ 1.00

Digital Choice Equipment Options:

Cable Card Lease:	\$ 1.95
Standard Digital Converter Lease:	\$ 3.95
DVR Digital Converter Lease:	\$ 8.95

High Speed Cable Modem: (with cable subscription)

Residential Use (5.0 Mbps downstream / 384 Kbps upstream):	\$ 43.95
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Velocity Residence Service (10.Mbps downstream/1.5Mbps upstream):	49.95
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MTC Broadband (Cable Modem Without Video Service):	\$ 60.70
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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

DIGITAL AND PREMIUM PAKS

CHANNEL LINE UP GUIDE

Video On Demand Preview On Channel 1

HBO Pak

- | | |
|-------------------|----------------|
| 200 HBO | 203 HBO Family |
| 201 HBO 2 | 204 HBO Comedy |
| 202 HBO Signature | 205 HBO Zone |

Cinemax Pak

- | | |
|--------------|------------------|
| 210 Max E | 212 Action Max |
| 211 More Max | 213 Thriller Max |

Showtime Pak

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

STARZI / ENCORE Pak

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

High-Definition Programming

- | | |
|----------------------------|--------------------------------------|
| 404 NBC HD | 448 Comedy HD |
| 406 CBS HD | 450 EI HD |
| 407 ABC HD | 451 MSNBC HD |
| 408 The Weather Channel HD | 453 TBS HD |
| 409 My HD | 455 Outdoor Channel HD |
| 411 CW HD | 456 Bravo HD |
| 412 WBNG HD** | 458 Fox News HD |
| 413 PBS HD | 459 Travel Channel HD |
| 414 FOX HD | 461 Disney HD |
| 415 Universal HD | 463 American Movie Classics HD |
| 416 Lifetime Movie Net HD | 466 MSG HD |
| 417 AXS-TV HD | 467 MSG Plus |
| 418 HD Net Movies HD | 468 YES HD |
| 419 Starz HD | 470 Golf HD |
| 421 HBO HD | 471 Fox Sports 1 HD |
| 423 CNN HD | 472 NBC Sports HD |
| 425 TNT HD | 473 Sports Net NY HD |
| 426 ESPN 2 HD | 474 Major League Baseball Network HD |
| 427 ESPN HD | 477 National Geographic HD |
| 429 CNBC HD | 478 Discovery HD |
| 430 Nick HD | 479 Velocity |
| 432 A&E HD | 480 Smithsonian HD |
| 433 History Channel HD | 481 Science Channel HD |
| 438 USA HD | 482 National Geographic Wild HD |
| 439 ABC Family HD | 490 NFL Network HD |
| 440 Lifetime HD | 491 NFL RedZone |
| 441 FX HD | 492 Universal Sports HD |
| 442 TLC HD | 495 Destination America HD |
| 443 Animal Planet HD | 496 Fox Business HD |
| 444 HGTV HD | |
| 445 Food Network HD | |
| 447 Syfy HD | |

Broadband – Cable – Phone

GO DIGITAL TODAY!

CALL MTC CABLE

845.586.2288



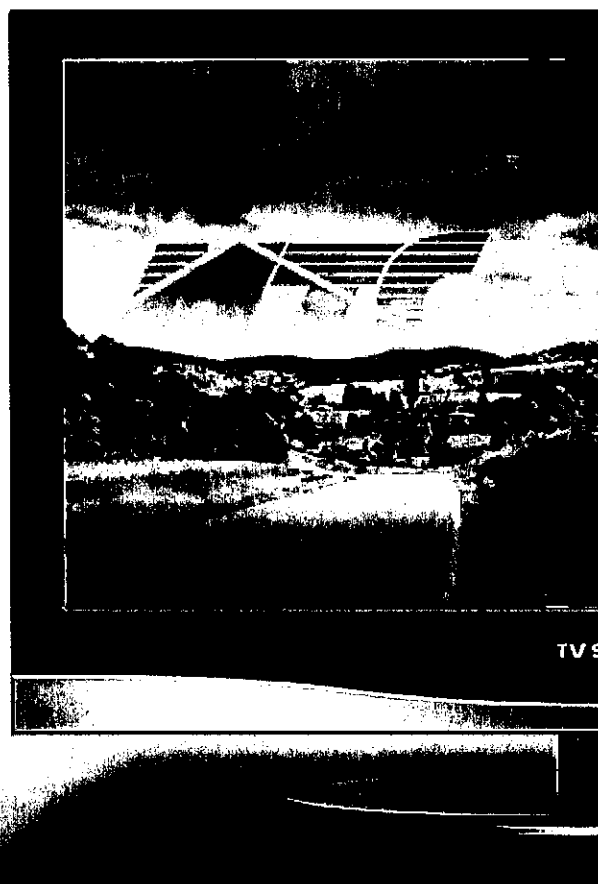
Digital Cable | Cable Phone | Broadband

The best in entertainment
right to your home.

And when you're ready to get the

Full Picture

ask us about MTC HD.



845.586.2288

DIGITAL CHANNELS

Pay-Per-View

Channels 301 to 307
PPV Movies, Sports &
Special Events

Video On Demand Preview On Channel 1

Digital Basic Channels

- 100 OWN
- 101 Hub
- 102 Science Channel
- 103 Destination America
- 104 Investigative Discovery
- 105 Military Channel
- 106 BBC America
- 107 Biography Channel
- 108 H2
- 109 Style
- 110 CLOO
- 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 MTV Jams
- 130 Tr3s
- 131 MTV Hits
- 132 VH-1 Soul
- 133 CMT Pure Country
- 134 VH-1 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 WNETK
- 144 WNETDT3
- 145 RFD -TV
- 146 ABC News Now
- 147 Bloomberg Television

- 148 Fox Business Net
- 149 Logo
- 150 National Geographic Wild

Digital Music Channels

- 900 SWRV
- 901 Hit List
- 902 Hip Hop and R&B
- 903 MC MixTape
- 904 Dance/Electronica
- 905 R & B Classics
- 906 Hip Hop Classics
- 907 Throwback Jamz
- 908 R&B Classics
- 909 R&B Soul
- 910 Gospel
- 911 Reggae
- 912 Classic Rock
- 913 Retro Rock
- 914 Rock
- 915 Metal
- 916 Alternative
- 917 Classic Alternative
- 918 Adult Alternative
- 919 MC Soft Rock
- 920 Pop Hits
- 921 90's
- 922 80's
- 923 70's
- 924 Solid Gold Oldies
- 925 Party Favorites
- 926 Stage & Screen
- 927 Kidz Only!
- 928 Toddler Tunes
- 929 Today's Country
- 930 True Country
- 931 Classic Country
- 932 Contemporary Christian
- 933 MC Sounds of the Season
- 934 Soundscapes
- 935 Smooth Jazz
- 936 Jazz
- 937 Blues
- 938 Singers & Swing
- 939 Easy Listening
- 940 Classical Masterpiece
- 941 Light Classical
- 942 Musica Urbana
- 943 Pop Latino
- 944 Tropicales
- 945 Mexicana
- 946 Romances

*FM Radio Service
Also Available

LOCAL CHANNELS

- 2 Home Shopping Network
- 3 QVC
- 4 WNBC-(4 NBC-New York)
- 5 WICZ (FOX Binghamton)
- 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
- 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 ABC Family Channel
- 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 Fit & Health*
- 55 Outdoor Channel*
- 56 Bravo*
- 57 IruTV*
- 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 Fox Soccer Channel*
- 70 Golf Channel*
- 71 Fox Sports 1*
- 72 NBC Sports*
- 73 SportsNet NY*
- 74 Disney Jr.*
- 75 Esquire Network*
- 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*

*Delivered in digital format.

**Not available in all areas.

Exhibit 3

AFFIDAVIT OF PUBLICATION

State of New York
County of Delaware
Town of Middletown
Village of Margaretville



CATSKILL MOUNTAIN NEWS

Richard D. Sanford
Publisher

Laurie Sanford, Clerk of the
Catskill Mountain News, a
newspaper published at
Margaretville, New York,
who being duly sworn, states
on oath that the attached was
published ONE week(s)
beginning 11-20-13 and
ending 11-20-13.

Laurie Sanford
Subscribed and sworn before
me this 5th day of
December, 2013.

WENDY O'REILLY

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

NOTICE OF PUBLIC HEARING

Town of Roxbury, New York

NOTICE IS HEREBY
GIVEN that a public hearing
will be held before the Town
Board for the Town of Rox-
bury at the Roxbury Town
Hall on the 9th day of De-
cember 2013, at 7:15 p.m.,
regarding the Margaretville
Telephone Company's
("MTC") Request for re-
newal of MTC's Cable Fran-
chise originally entered into
on May 18, 2001. The MTC
has submitted a proposed
Franchise Agreement be-
tween the Town of Roxbury
and MTC Cable for the next
ten year period. At such time
and place all persons inter-
ested in the subject matter
thereof will be heard con-
cerning the same before ap-
proval as per the
requirements of the Public
Service Commission.

Copies of the proposed
Franchise Agreement shall
be available at the time of
the hearing and shall be
available at times prior to
and after the hearing at the
Town Clerk's Office during

normal business hours for
the purpose of inspection or
procurement by interested
persons.

Dated: November 7, 2013
Roxbury, N.Y.
By Order of Town Board
Town of Roxbury Nov20c

Exhibit 4
Franchise Agreement

FRANCHISE AGREEMENT

THIS AGREEMENT, executed in triplicate this 19th day of December, 2013, by and between the **Town of Roxbury**, (hereinafter referred to as the Municipality), by the *Town Supervisor* 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 53690 State Hwy 30, Roxbury, NY 12474, 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 *Town 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, fulfills 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 Town 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 *Town of Roxbury*. 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 a portion of the Municipality in accordance with the map annexed hereto 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.

(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.

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 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 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 ten (10) 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 maintain insurance as set forth in this paragraph and 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 and noting that the insurance is on a primary and non-contributory basis, 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 (870 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) Within one (1) year after receipt of all necessary operating authorizations, cable television service will be initially offered to all subscribers requesting service in any primary service area (previously identified) without contribution in aid of construction costs or other special assessment by subscribers;

(b) A "line extension area" shall be any area within the franchise area which is not the primary service area. 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:

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

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

(c) Where the line extension area is contiguous to the primary service area or an already built line extension area and contains at least fifteen (15) dwelling units per linear mile of aerial cable, and provided that Company is requested in writing to extend service into such areas by at least 80 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 250 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 two hundred fifty feet (250') from the closest feeder line of the Cable Television System. 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.

(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 Supervisor 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 -- SEPARABILITY, 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:

*MTC Cable
P.O. Box 260
50 Swart St.
Margaretville, New York 12455*

When to the
Municipality:

*Town of Roxbury
PO Box 189
53690 State Hwy 30
Roxbury, NY 12474*

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.

WITNESS:

Karen Munro

MTC Cable

By [Signature]

Name: Glen Faulkner

Title: General Manager

Date: 12/30, 2013

Municipality: Town of Roxbury

By [Signature]

Name: Thomas S. Hynes

Title: Town Supervisor

Date: 12-19-2013

WITNESS:

[Signature]

LEGAL NOTICE

Notice is hereby given that *MTC Cable, Inc.* has filed with the New York State Department of Public Service a request for approval of a cable television franchise in the *Town of Roxbury*. A copy of the materials constituting the application are available for public inspection at the office of the *Town Clerk*, the Department of Public Service, and MTC Cable during normal business hours. Interested parties may file comments or objections with the NYS Department of Public Service at 3 Empire State Plaza, Albany, NY 12223. The renewal may not take effect without prior approval of the New York State Department of Public Service.

Town of Roxbury

PO Box 189 – 53690 State Hwy. 30

Roxbury, NY 12474

Phone/Fax 607-326-7641

townclerk@roxburyny.com

TDD 800-662-1220

RESOLUTION #83 - RESOLUTION AUTHORIZING THE RENEWAL OF THE TOWN OF ROXBURY'S CABLE TELEVISION FRANCHISE AGREEMENT WITH "HEART OF THE CATSKILLS COMMUNICATIONS, INC." (DBA MTC CABLE) AFTER PUBLIC HEARING

On motion of Allen Hinkley second by Gene Cronk the following resolution was offered and adopted:

"WHEREAS, on November 7, 2013, the Town Board of the Town of Roxbury, New York (the "Town"), duly adopted a resolution to consider Margaretville Telephone Company's ("MTC") request for renewal of its Cable Television Franchise Agreement with the Town of Roxbury and specifying that said Town Board shall meet at the Town Hall, Town of Roxbury, New York on the 9th day of December, 2013, for the purpose of conducting a public hearing on the MTC's proposal and to hear all persons interested in the subject thereof concerning the same. The proposed Franchise Agreement and supporting documentation to be placed in the Town Clerk's office and made available for public inspection;

WHEREAS, notice of the Public Hearing were duly published and posted according to law, and said Town Board did at, the time and place specified in said notice, duly meet and consider such proposal and heard all persons interested in the subject thereof, who appeared at such time and place, concerning the same, and

WHEREAS, the evidence offered at such time and place requires that the Town Board make the determinations hereinafter made.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board that it be and hereby is determined as follows:

- (1) The notice of hearing was published and posted as required by law; and
- (2) The hearing was held pursuant to the requirements of the New York State Public Service Commission; and
- (3) It is in the public interest to accept the Margaretville Telephone Company's Request for renewal of the Cable Television Franchise Agreement with the Town of Roxbury."

Whereupon, the Resolution was put to a vote, recorded as follows:

AYES – 5 Hinkley, Cronk, Raeder, Murray, Hynes

NAYS - 0

I, Diane Pickett, Town Clerk, Town of Roxbury, Delaware County, New York certify the foregoing resolution is a true copy of the resolution adopted by the Town Board at a regular meeting held December 9, 2013 and is how it appears in the Minutes of said meeting.


Town Clerk - Diane Pickett

12/10/13
Date

(seal)

Thomas S. Hynes, Supervisor
Gene Cronk, Councilman
Edward Raeder, Councilman
Allen Hinkley, Councilman
Carol Murray, Councilwoman



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 *Town of Roxbury* was delivered to the *Town Clerk* in person on February 11, 2014.

Sworn to before me this

11th day of February, 2014.

Glen Faulkner