

FRANCHISE RENEWAL AGREEMENT

THIS AGREEMENT executed in triplicate this ____ day of _____ 2024, by and between the *Town of Roxbury, New York*, by the *Town Board of the Town of Roxbury* acting in accordance with its authority as the duly empowered local governing body thereof (hereinafter collectively referred to as the Municipality), party of the first part, and **Heart of the Catskills Communications, Inc. dba MTC Cable**, a corporation organized and existing under the laws of the State of New York with a principal place of business 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 Municipality has the exclusive power to grant franchise renewals providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give consent to any franchisee for or relating to the occupation or use of the Streets; and

WHEREAS, the Town Board of the Town of Roxbury has resolved to approve this Franchise Renewal Agreement and authorized the Town Supervisor to execute same; and

WHEREAS, Pursuant to the Communications Act of 1934, as amended (the “Communications Act”), the Municipality has the authority to grant cable television franchises and renewals thereof; and

WHEREAS, the Municipality and the Company pursuant to said federal law and pursuant to applicable state laws and the regulations promulgated thereunder, have complied with the franchise renewal 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 renewal 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 Municipality deemed necessary and that is required by law, the Municipality finds that renewal of Company’s franchise is consistent with the public interest, and desires to renew said franchise on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this franchise renewal 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) “Cable Television Service” means
 - (1) The one-way 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 service.
- (c) “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.
- (d) “Communications Service” means the one-way or two-way transmission and distribution of analog or digital audio, video, telephony and/or data signals.
- (e) “Company” means MTC Cable, its successors, assigns and transferees.
- (f) “Effective Date” of this agreement shall be the date set forth in Section 4 of this Agreement.
- (g) “Franchise” means the nonexclusive rights granted 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 construct and operate a Cable Television System in the Municipality in accordance with the terms hereof.
- (h) “Franchise Area” means the portion of the geographic area of the Town of Roxbury in which the Company possesses the authority pursuant to this Franchise agreement to construct and operate a Cable Television System. The Franchise Area is depicted on the map annexed hereto as it now exists and may hereafter be expanded or enhanced by annexation or other legal means.
- (i) “FCC” means the Federal Communications Commission, its designee and any successor thereto.
- (j) “Gross Revenue” means all Cable Television Service 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) “NYSDPS” means New York State Department of Public Service.

- (n) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation or organization of any kind, the successors or assigns of the same.
- (o) "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.
- (p) "Shall" or "Will" are mandatory.
- (q) "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 within or belonging to the Municipality.
- (r) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System by the Company.
- (s) "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 Services within the Franchise Area, 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 thereof 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 in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. §§ 521 et seq. (hereinafter the "Communications Act") and all other applicable laws, rules and regulations of FCC and NYSDPS, 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

- (a) The Franchise herein granted and the rights arising here under are for a term commencing on the Effective Date and expiring fifteen (15) years therefrom. The Franchise granted herein will take effect and be in full force from the date of approval by the NYSDPS ("Effective Date")

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 (30) days' written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision 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.
- (c) Nothing contained in this Section 5 in specific, or this Agreement in general, shall be construed to limit the ability of the Municipality to seek any remedy or combination of remedies allowed by law to enforce the terms of this Agreement in the event of the Company's default.

SECTION 6 – INDEMNIFICATION & INSURANCE

- (a) The Company hereby agrees to defend and indemnify the Municipality, its officers, boards, commissions, agents and employees for, and hold it harmless from, all liability, claims, demands, judgments, damages, costs or expenses 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, repair, extension, maintenance, operation or removal of the Cable Television System and any wires, poles or other equipment of any kind of character used in connection with the operation of the Cable Television System, or otherwise conducting this Franchise.
- (b) The Company shall as of the Effective Date of this Franchise furnish to the Municipality evidence of a liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional insured, on a primary and non-contributory basis for the Municipality, its Boards, employees and volunteers 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. All policies naming the Municipality shall be from an A.M. Best rated A- insurer, authorized to conduct business in New York State.
- (c) The Company agrees to indemnify the Municipality for any applicable deductibles.
- (d) Said policy and replacements shall be in the amounts at least as follows:

Workers’ Compensation	Statutory Limits for all employees
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned & hired autos	\$1,000,000 per occurrence Combined Single Limit (C.S.L.)
Umbrella Liability	\$3,000,000 per occurrence and aggregate

- (e) 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. The failure of the Municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the Municipality. However, the Company’s level of indemnification, hold harmless and/or liability to the Municipality shall not be limited by such insurance policies or the level of such coverage.
- (f) Company shall not cancel any required insurance policy without submitting documentation to the Municipality verifying that the Company has obtained alternative insurance in conformance with this Agreement.
- (g) Notwithstanding any provision contained within this Franchise, the Municipality and Company hereby expressly agree that the Company shall not be liable for an 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 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 of such requirements 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 (1 GHz) 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, repair, extension, maintenance, operation or removal 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 or replaced promptly by Company and restored to serviceable condition reasonably comparable to the condition of the property immediately prior to the damage or destruction thereof. However, if such damage constitutes a threat to the health and safety of any resident or the traveling public, such damage shall be repaired or replaced 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 duty promulgated and lawful provisions of Sections 890 and 896 of the Rules and Regulations of the NYSDPS 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 or 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 NYSDPS, 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 NYSDPS, 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:
- (c) Service Area Description: MTC Cable network facilities and service offerings are generally available to all addresses within the Municipality which are: a) located along public roadways, b) serviceable via suitable utility easement, c) have existing conduit in place which meets or exceeds MTC specifications, or d) can be serviced via standard (MTC approved) installation practices. In addition, new service address locations will need to meet these requirements as well as other industry accepted technical requirements (i.e. provision for AC power source suitable for powering MTC Customer Premise Equipment, utility easement access is accessible from existing MTC facility locations, etc.).

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

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

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 of the 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 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
- (3) Where the line extension area is contiguous to the primary service area or an already built line extension area and contains at least twelve (12) dwelling units per linear mile or aerial cable, and provided that Company is requested in writing to extend service by a homeowner residing in such area, 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.
- (4) Cable television service will be provided to any subscriber who requests service and who is located within 300 feet of aerial feeder cable, and the charge for installation to any subscriber so situated will not be in excess of the installation charges specified in this franchise.

SECTION 12-CONSTRUCTION CODES AND PERMITS

The Company shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of generally applicability and such permitting requirements are uniformly and consistently applied by the Municipality as to other public utility companies and other entities operating

in the Franchise Area. The Municipality shall cooperate with the Company in granting any permits required, providing such grant and subsequent construction by the Company shall not unduly interfere with the use of such Streets.

SECTION 13-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 NYSDPS Rules, Requirements and guidelines for utilization of access channel(s) set forth pursuant to Part 895.4 of the NYSDPS rules as may be approved are available in the local office and subscribers are notified on an annual basis of availability.

SECTION 14-RATES

- (a) Rates and charges imposed by the Company for cable television service shall be or subject to approval by the Municipality and the NYSDPS 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 services 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 15 – 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 municipality 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 connection 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 and does not wish to impose such fee. The Municipality reserves the right to renegotiate the Franchise Fee option after Agreement has been in effect for five (5) years.
- (c) Accountability.
 - (1) Complaints/Billing Practices. During the term of this franchise, and any renewal thereof, Company shall maintain a local business office and 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 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 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 Privacy Notices in accordance with cable Communications Policy Act of 1984.

SECTION 16 – BOOKS AND RECORD 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 Town 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 17 – SEPARABILITY, POLICE POWERS, GOVERNING LAW, REQUESTS FOR AUTHORIZATIONS AND NON-DISCRIMINATION

- (a) 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 effect on the validity of the remaining portions hereof.
- (b) 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.
- (c) 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 and not materially in conflict with the provisions of this Franchise.
- (d) The Company shall file requests for all necessary operating authorizations with the NYSDPS and the FCC within sixty (60) days after this Franchise is approved by the Municipality and accepted by the Company. This Agreement shall be subject to approval by the NYSDPS and FCC.
- (e) 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 18 – 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 19 – 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
Box 260 50 Swart Street
Margaretville, New York 12455

When to the Municipality:

Town of Roxbury
PO Box 189
56 Hillcrest Drive
Roxbury, NY 12474

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 and any amendments must be in writing. 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 towards 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 NYSDPS 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 NYSDPS 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 copy 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 authorized representatives the day and year first written above.

WITNESS:

MTC CABLE

By:

Name: Glen Faulkner
Title: General Manager

WITNESS:

Town of Roxbury

By:

Name: Allen Hinkley
Title: Supervisor