



Alice J. Kim
Director - Government Relations
Northeast - Central New York

August 9, 2013

Hon. Kathleen H. Burgess, Acting Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Franchise Renewal – Time Warner Cable, Central New York Division
With the Town of Rathbone Case #12-V-0292

Dear Acting Secretary Burgess:

We are herewith filing, via email, the following:

1. R-2 Application for Granting of a Franchise, channel lineup and rates
2. Municipal Resolution granting renewal dated February 23, 2013
3. Fully executed copy of Franchise Renewal Agreement dated February 23, 2013
4. Copy of latest annual test data compiled for this part of the Division's CATV system (via separate email)
5. Published legal notices
6. Full SEQR documentation

We hereby request approval by the Commission of this application pursuant to Section 222 of the Public Service Law.

Respectfully,

A handwritten signature in black ink, appearing to read "David J. Whalen".

David J. Whalen
Director, Government Relations
Northeast Region, CNY Division

DJW/e
Enclosures

cc: Honorable Mary Jacobson, Town Clerk (w/copy of Encs.)

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **Time Warner Cable Northeast LLC, d/b/a Time Warner Cable**, for renewal of its Certificate of Confirmation and Cable Television Franchise in the **Town of Rathbone, Steuben County**, New York.

1. The exact legal name of the applicant is **Time Warner Cable Northeast LLC**.
2. The applicant does business under the name **Time Warner Cable Central New York Division**.
3. Applicant's telephone number are:

**(607) 584-0612 Time Warner Cable (Binghamton Office, CNY)
120 Plaza Drive
Suite D
Vestal, New York 13850**

**(315) 634-6200 Time Warner Cable (Syracuse Office, CNY)
6005 Fair Lakes Rd
E. Syracuse, NY 13057**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of January 2013 are:

Town of Addison	54
Town of Cameron	Still obtaining
Town of Catlin	214
City of Corning	3753
Township of Deerfield	76
Town of Dix	28
Borough of Elkland	580
Town of Hornby	169
Borough of Lawrenceville	204
Town of Montour Falls	79
Township of Nelson	139
Township of Osceola	160
Town of Reading	35
Village of Riverside	179
Town of Starkey	289
Borough of Tioga	189
Town of Tuscarora	78

Village of Addison	488
Town of Campbell	1055
Town of Caton	332
Town of Corning	1376
Town of Dix	299
Village of Dundee	450
Town of Erwin	2249
Township of Lawrence	336
Town of Lindley	287
Village of Montour Falls	756
Village of Odessa	188
Village of Painted Post	708
Town of Rathbone	Still obtaining
Village of South Corning	380
Town of Thurston	50
Township of Tioga	228
Village of Watkins Glen	828

6. The following signals are regularly carried by the Corning cable system: **(see attached channel card)**.
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 550 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Corning system are: **(see attached)**.
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities:

Town of Addison	.00	Village of Addison	.15
Town of Cameron	3.26	Town of Campbell	.08
Town of Catlin	.00	Town of Caton	.00
City of Corning	.00	Town of Corning	.47
Township of Deerfield	.00	Town of Dix	.31
Town of Dix	.08	Village of Dundee	.00
Borough of Elkland	.00	Town of Erwin	.00
Town of Hornby	.06	Township of Lawrence	.00
Borough of Lawrenceville	.00	Town of Lindley	.00
Town of Montour Falls	.00	Village of Montour Falls	.00
Township of Nelson	.00	Village of Odessa	.00
Township of Osceola	.00	Village of Painted Post	.00
Town of Rathbone	12.30	Town of Reading	.00
Village of Riverside	.00	Village of South Corning	.00
Town of Starkey	.64	Town of Thurston	.00
Borough of Tioga	.00	Township of Tioga	.00
Town of Tuscarora	.00	Village of Watkins Glen	.00

10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.
11.
 - (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
 - (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.

12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.

13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

WHEREFORE, the Applicant, Time Warner Cable, requests that the New York State Public Service Commission grant this application and approve renewal of the Town of Rathbone Certificate of Confirmation and Franchise Renewal Agreement.

Dated: August 9, 2013



By:

David J. Whalen
Director, Governmental Relations
Time Warner Cable – Central New York Division



BASIC/TV ESSENTIALS

- 1.....ONTWC
- 2.....WENY DT3 (CW)
- 3.....WETM (NBC)
- 4.....WENY (ABC)
- 5.....C-SPAN▼
- 6.....TV Guide Network
- 7.....YNN
- 8.....W5KG (PBS)
- 9.....WGN America
- 10.....JON Television
- 11.....WETM DT2 (IND)
- 12.....WENY DT2 (CBS)
- 13.....WYDC (FOX)
- 83.....NYS Legislative Channel
- 99.....Public Access

FREE HD BASIC

- 700.....WETM (NBC) HD
- 701.....WENY DT2 (CBS) HD
- 702.....WYDC (FOX) HD
- 703.....WENY (ABC) HD
- 704.....W5KG (PBS) HD
- 705.....W5KG2
- 706.....W5KG-DT3
- 813.....TWC Sports HD
- 880.....YNN HD
- 894.....WGN America HD

STANDARD

- 14.....The Weather Channel
- 15.....MTV
- 16.....CNN
- 17.....TNT
- 18.....The Discovery Channel
- 19.....QVC
- 20.....Comedy Central
- 21.....TWC Sports Channel
- 22.....SportsNet NY
- 24.....Travel Channel
- 25.....Cartoon Network
- 26.....TBS
- 27.....E!
- 28.....TLC
- 29.....EWTN▼
- 30.....Spike
- 31.....USA
- 32.....ABC Family
- 33.....AMC
- 34.....Nickelodeon
- 35.....A&E
- 36.....Animal Planet
- 37.....CNBC
- 38.....Lifetime
- 39.....ESPN
- 40.....HLN
- 41.....VH1
- 42.....Bravo

- 43.....Food Network
- 44.....truTV▼
- 45.....Discovery Fit & Health
- 46.....HGTV
- 47.....MSNBC
- 48.....TV Land
- 49.....MSG Plus
- 50.....WJKP
- 51.....ESPN2
- 52.....Syfy
- 53.....TCM
- 54.....CMT▼
- 55.....MSG
- 56.....History
- 57.....FX
- 58.....Disney Channel
- 59.....Hallmark Channel
- 60.....HSN

- 61.....NBC Sports Network
- 62.....OWN▼
- 63.....WE TV
- 64.....Oxygen
- 65.....National Geographic Channel
- 66.....YES Network
- 67.....The Golf Channel▼
- 68.....BET
- 69.....Lifetime Movie Network▼
- 70.....FOX News Channel
- 86.....ShopNBC▼
- 90.....Oxygen▼
- 102.....SPEED▼
- 116.....C-SPAN2▼
- 188.....Shop Zeal 3▼
- 196.....RT TV Russia Today▼
- 267.....Shop Zeal 1▼
- 294.....Shop Zeal 2▼
- 295.....Shop Zeal 3▼
- 296.....Shop Zeal 4▼
- 297.....Shop Zeal 5▼

FREE HD STANDARD

- 796.....AMC HD
- 801.....MSG Plus HD
- 802.....MSG HD
- 803.....NBC Sports Network HD
- 805.....The Golf Channel HD
- 808.....SportsNet NY HD
- 809.....YES Network HD
- 810.....ESPN HD
- 811.....ESPN2 HD
- 813.....TWC Sports Channel HD
- 817.....A&E HD
- 818.....History HD
- 819.....Discovery Channel HD
- 821.....TNT HD
- 822.....TBS HD
- 823.....FOX News Channel HD
- 824.....CNN HD

- 825.....TLC HD
- 826.....HGTV HD
- 827.....Food Network HD
- 828.....Bravo HD
- 829.....National Geographic HD
- 831.....Animal Planet HD
- 835.....CNBC HD+
- 836.....MSNBC HD
- 837.....Travel Channel HD
- 839.....Lifetime Movie Network HD
- 840.....Disney HD
- 841.....ABC Family HD
- 843.....Nickelodeon HD
- 844.....Cartoon Network HD
- 845.....USA HD
- 846.....Syfy HD
- 847.....FX HD
- 848.....E! HD
- 849.....SPEED HD
- 857.....HSN HD
- 872.....MTV HD
- 873.....CMT HD
- 874.....VH1 HD
- 882.....Spike HD
- 883.....Comedy Central HD
- 884.....truTV HD
- 885.....HLN HD
- 893.....EWTN HD
- 899.....The Weather Channel HD
- 900.....QVC HD
- 901.....We TV HD
- 902.....TCM HD
- 903.....Hallmark Movie Channel HD
- 904.....Hallmark Channel HD
- 905.....Lifetime HD
- 906.....Oxygen HD
- 926.....TV Land HD

DIGITAL BASIC

- 83.....NYS Legislative Channel
- 93.....SOAPnet
- 100.....MLB Network
- 101.....Investigation Discovery
- 103.....Military Channel
- 104.....SCIENCE
- 105.....Destination America
- 106.....ESPNNews
- 107.....CLOO
- 109.....Bloomberg TV
- 110.....C-SPAN3
- 111.....G4
- 112.....Trinity Broadcasting Network
- 113.....DIY
- 114.....YouToo
- 115.....CNBC World
- 119.....Inspiration Network
- 120.....GMC
- 121.....ESPNU
- 123.....RLTV

- 126.....Outdoor Channel
- 127.....FOX Business Network
- 128.....Nat Geo Wild
- 129.....FOX Soccer
- 130.....BBC America
- 131.....H2
- 132.....BIO
- 133.....Daystar
- 134.....Lifetime Real Women
- 135.....Cooking Channel
- 136.....Style
- 145.....Disney Junior
- 146.....Boomerang
- 147.....Nicktoons
- 148.....TeenNick
- 149.....Nick Jr.
- 150.....The Hub
- 152.....CENTRIC
- 156.....Disney XD
- 162.....MTV HITS
- 163.....VH1 Classic
- 164.....GAC
- 165.....Fox Movie Channel
- 166.....IFC
- 167.....Reelz Channel
- 168.....fuse
- 170.....LOGO
- 173.....IndiePlex
- 174.....RetroPlex
- 181.....Sundance Channel
- 182.....Gem Shopping Network
- 184.....Liquidation Channel
- 185.....America's Auction Network
- 187.....Shop Zeal 2
- 192.....MTV2
- 193.....Jewelry TV
- 194.....Chiller
- 195.....TV Guide Network
- 197.....Jewish Life TV
- 512.....NFL Network
- 550.....ESPNNews
- 558.....NBA TV
- 797.....IFC HD
- 800.....NBA TV HD
- 806.....ESPNNews HD
- 807.....MLB Network HD
- 812.....ESPNU HD
- 816.....Palladia HD
- 820.....Velocity HD
- 830.....Destination America HD
- 832.....SCIENCE HD
- 833.....Crime & Investigation HD
- 834.....FOX Business Network HD
- 838.....BIO HD
- 842.....Disney XD HD
- 858.....Reelz HD
- 859.....TV Guide Network HD
- 867.....Sundance HD
- 877.....BBC World News HD

- 879.....Bloomberg HD
- 880.....YNN HD
- 881.....NY1 HD
- 887.....Outdoor Channel HD
- 888.....FOX Soccer HD
- 891.....BET HD
- 892.....GMC HD
- 896.....Style HD
- 897.....FUSE HD
- 898.....G4 HD
- 907.....Cooking Channel HD
- 908.....DIY HD
- 915.....BBC America HD
- 916.....H2 HD
- 917.....Nat Geo Wild HD
- 919.....The Hub HD
- 925.....MTV2 HD
- 933.....NFL Network HD
- 1011.....NY1
- 1012.....TWC Sports Channel
- 1024.....YNN Doppler Radar
- 1026.....TWCS 2
- 1027.....TWCS 3 ★
- 1250.....Drivers Village TV
- 1500.....Leased Access

TWC MOVIE PASS

- 153.....Encore Family
- 166.....IFC
- 171.....FEARnet
- 172.....TWC Movie Pass OD +
- 175.....Encore Love
- 176.....Encore Drama
- 177.....Encore Suspense
- 178.....Encore Action
- 179.....Encore Westerns
- 180.....Encore
- 783.....FEARnet HD
- 784.....Encore HD

TWC 3D PASS

- 1505.....ESPN 3D

TWC SPORTS PASS

- 512.....NFL Network
- 513.....NFL RedZone
- 546.....ESPN Classic
- 547.....TWC Sports Net
- 548.....beIN Sports
- 550.....ESPNNews
- 551.....FOX Soccer
- 552.....FCS Pacific
- 553.....FCS Central
- 554.....FCS Atlantic
- 555.....FOX Deportes
- 556.....Tennis Channel
- 557.....CBS Sports Network

- 558.....NBA TV
- 559.....FUEL
- 560.....NHL Network
- 562.....BTN
- 563.....PAC-12 Network
- 564.....Sportsman Channel
- 565.....GOL TV
- 566.....FOX Soccer Plus
- 573.....TWC Sports Pass OD +
- 792.....TWC Sports Net HD
- 798.....Tennis Channel HD
- 800.....NBA TV HD
- 804.....NHL Network HD
- 814.....BTN HD
- 815.....CBS Sports Network HD
- 861.....beIN Sports HD
- 875.....PAC-12 Network HD
- 886.....FOX Soccer Plus HD
- 870.....Gol TV HD
- 933.....NFL Network HD
- 934.....NFL RedZone HD
- 1540.....ESPN Buzzer Beater HD
- 1541.....MLB Strike Zone HD

SPORTS PACKAGES

- 1092-1110.....NBA League Pass/MLS Direct Kick +
- 1112-1134.....NHL Center Ice/MLB Extra Innings +
- 1141 - 1146.....ESPN Sports PPV

MUSIC CHOICE

- 401-446.....Music Choice

LATINO ESPECIAL

- 284.....TWC Deportes
- 285.....Canal Sur
- 286.....Cine Latino Español
- 287.....Discovery en Español
- 288.....Hstory en Español
- 289.....Mun2
- 290.....beIN Sports Español
- 291.....Video Rola
- 292.....ESPN Deportes
- 799.....ESPN Deportes HD
- 850.....TWC Deportes HD
- 851.....beIN Sports Español HD

INTERNATIONAL PREMIUMS

- 653.....TVSMONDE
- 659.....Rai Italia
- 672.....SBTN
- 675.....ART
- 685.....TV JAPAN
- 686.....Bollywood Hits OD
- 687.....DK Amerika
- 688.....Polskie Radio 1 (Audio only)
- 689.....Polskie Radio 3 (Audio only)
- 690.....TV Polonia

Channel Line Up

MANDARIN PASSPORT

- 665.....CCTV-4
- 666.....CTI Zhong Tian Channel
- 667.....Phoenix Info News
- 668.....Phoenix NA

HINDI PASSPORT

- 661.....TV Asia
- 662.....SET Asia
- 663.....ZEE TV

FILIPINO PASS PLUS

- 679.....GMA Pinoy
- 680.....GMA Life
- 681.....GMA DWLS Radio
- 682.....GMA DZBB Radio
- 683.....TFC
- 684.....Filipino Pass Plus

RUSSIAN PASSPORT

- 654.....Channel One Russia
- 655.....RTVI
- 656.....RTN
- 657.....TV 1000 Russian Kino

TWC HD PASS

- 789.....Smithsonian Channel HD
- 790.....Smithsonian Channel HD OD
- 791.....MGM HD
- 793.....MavTV HD
- 794.....RFD HD
- 795.....Universal HD

PREMIUM CHANNELS

- 154.....HBO Family East
- 155.....Starz Kids and Family - East
- 158.....HBO Family West
- 200.....HBO East
- 201.....HBO 2 East
- 202.....HBO Signature East
- 203.....HBO Zone East
- 204.....HBO Comedy East
- 205.....HBO Latino East
- 206.....HBO West
- 207.....HBO 2 West
- 208.....HBO Signature West
- 209.....HBO Zone West
- 210.....HBO Comedy West
- 211.....HBO Latino West
- 215.....HBO East HD
- 225.....Cinemax East
- 226.....MoreMAX East
- 227.....ActionMAX East
- 228.....ThrillerMAX
- 229.....WMAX
- 230.....@MAX
- 231.....5StarMAX
- 232.....OuterMAX
- 233.....Cinemax West
- 234.....MoreMAX West
- 235.....ActionMAX West
- 236.....ThrillerMAX W
- 250.....Showtime East
- 251.....Showtime Too East
- 252.....Showtime Showcase E
- 253.....Showtime Extreme - East
- 254.....Showtime Beyond East
- 255.....The Movie Channel East

- 256.....TMC Xtra East
- 257.....Flix East
- 258.....Showtime Next East
- 259.....Showtime Family East
- 260.....Showtime Women East
- 261.....Showtime HD
- 274.....Starz OD
- 275.....Starz - East
- 276.....Starz Edge - East
- 277.....Starz Cinema - East
- 278.....Starz inBlack - East
- 279.....Starz Comedy
- 382.....Here! TV
- 751.....HBO East HD
- 752.....HBO2 HD
- 753.....HBO Signature HD
- 754.....HBO Family HD
- 755.....HBO Comedy HD
- 756.....HBO Zone HD
- 757.....HBO Latino HD
- 763.....Cinemax HD East
- 764.....MoreMax HD
- 765.....ThrillerMAX HD
- 766.....ActionMAX East HD
- 767.....@ Max HD East
- 768.....WMAX HD East
- 769.....5StarMAX HD East
- 770.....OuterMAX HD East
- 773.....Showtime HD
- 774.....Showtime Too East HD
- 775.....Showtime Showcase HD
- 776.....Showtime Extreme HD
- 777.....Showtime Beyond HD
- 778.....Showtime Next HD
- 779.....Showtime Women HD
- 781.....The Movie Channel HD
- 782.....TMC Xtra HD
- 785.....Starz HD East
- 786.....Starz Comedy HD
- 787.....Starz Kids and Family HD
- 788.....Starz Edge HD

SUBSCRIPTION ON DEMAND

- 920.....HBO
- 921.....Cinemax
- 922.....Showtime
- 923.....TMC
- 1700.....Signature Home

MOVIES/SHOWS ON DEMAND

- 157.....Disney Channel
- 159.....Disney Family Movies
- 503.....Español
- 504.....Kids & Teens
- 505.....Hits
- 910-914.....PPV HD
- 1300.....PPV HD
- 1301.....Events IN Demand
- 1302.....Events IN Demand

ADULT

- 984.....Cutting Edge
- 1600.....Adult 4
- 1610.....Playboy
- 1612.....Playboy Espanol
- 1613.....Penthouse
- 1614.....Penthouse
- 1615.....Ten
- 1616.....Ten
- 1617.....Real
- 1618.....Real
- 1619.....Hustler TV
- 1620.....Hustler TV
- 1621.....Hustler TV HD
- 1623.....Penthouse PPV
- 1624.....Ten PPV
- 1625.....Real PPV
- 1630.....Too Much For TV
- 1631.....Outrageous
- 1632.....Howard TV
- 1635.....Here!
- 1636.....Here!
- 1637.....Manhandle TV
- 1638.....Manhandle TV
- 1639.....HIS

FREE ON DEMAND

- 160.....Entertainment
- 161.....Music
- 300.....PPV Previews
- 450.....Music Choice
- 501.....Free Movies
- 577.....TWC Sports Channel
- 699.....Primetime
- 860.....Primetime
- 946.....Kids
- 951.....Lifestyle
- 954.....Primetime
- 972.....Nature & Knowledge
- 977.....Entertainment
- 978.....Music
- 992.....Music Choice
- 999.....TWCable How To
- 1000.....NY
- 1010.....YNN
- 1015.....Sports and Fitness
- 1016.....TWC Sports
- 1276.....Automotive
- 1278.....Find It
- 1280.....Movie Trailers
- 1281.....Health
- 1282.....Travel

TV ESSENTIALS

- 15.....MTV
- 16.....CNN
- 18.....The Discovery Channel
- 25.....Cartoon Network
- 31.....USA
- 33.....AMC
- 34.....Nickelodeon
- 35.....AGE
- 36.....Animal Planet
- 38.....Lifetime
- 39.....ESPN
- 40.....HLN
- 41.....VH1
- 42.....Bravo
- 45.....Discovery Fit & Health
- 46.....HGTV
- 56.....History
- 57.....FX
- 58.....Disney Channel
- 59.....Hallmark Channel
- 68.....BET
- 86.....ShopNBC
- 103.....Military Channel
- 111.....G4
- 119.....Inspiration Network
- 120.....GMC
- 132.....BIO
- 135.....Cooking Channel
- 146.....Boomerang
- 149.....Nick Jr.
- 164.....GAC
- 193.....Jewelry TV
- 195.....TV Guide Network
- 267.....Shop Zeal 1
- 294.....Shop Zeal 2
- 295.....Shop Zeal 3
- 296.....Shop Zeal 4
- 297.....Shop Zeal 5
- 401-446.....Music Choice

3D SPECIAL EVENTS

- 1332.....3D Info
- 1333.....3DTV1
- 1334.....3DTV2

FAMILY CHOICE

- 1900.....Boomerang
- 1901.....C-SPAN2
- 1902.....C-SPAN3
- 1903.....HLN
- 1904.....The Hub
- 1905.....SCIENCE
- 1906.....Disney Channel
- 1907.....DIY
- 1908.....Discovery Fit & Health
- 1909.....HGTV
- 1910.....Nick Jr.
- 1911.....The Weather Channel
- 1912.....Disney XD
- 1913.....Food Network



For the most up-to-date line up, visit timewarnercable.com or call 1.800.892.4357

- ▼ Requires a digital set-top box, Digital Adapter or CableCARD-equipped Unidirectional Digital Cable Product (UDCP)
- ◆ Includes HD programming
- ★ Programming for selected games
- ▲ Not available to CableCARD™ subscribers
- ◆ Fees applied if utilized

EFFECTIVE 2/2013

Digital, Premium, PPV, On Demand, HD Tier, and Subscription Services available for an additional charge and require special equipment. Digital Converter and Remote required to receive digital cable and digital music. Digital cable service may be required to receive some HD channels. Multi-Channel premium service and corresponding HD channels (where available) available only when subscribing to the corresponding traditional Premium Channel. Time Warner Cable Movie Pass is required to receive Encore channels. Programming subject to change. Some services are not available to CableCARD™ customers.

NE-CL-5080 Corning

Town of Rathbone	13.99	62.00	75.99
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**INITIAL FRANCHISE AGREEMENT
TO PROVIDE CABLE TELEVISION SERVICES**

Between

Town of Rathbone

AND

**Time Warner Cable Northeast LLC
d/b/a Time Warner Cable**

Dated: ..02/13/2013
02/13/2013
12/03/2012

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered as of

(1) February 23, 2013 between the Town of Rathbone (the "Grantor") and Time Warner Cable Northeast LLC, d/b/a Time Warner Cable, a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee").

WHEREAS, the Grantee has applied under the provisions of Federal law to Grantor for a initial franchise granting it the right to construct and operate a cable television system and provide cable service; and

WHEREAS, the Company will provide such service and will comply with the material terms of the proposed franchise and applicable law; and

WHEREAS, the technical ability, financial condition and character of the Grantee and Grantee's plans for constructing and operating the cable system were considered and found adequate and feasible and approved by Grantor at a full public proceeding affording due process; and

WHEREAS, this proposed Franchise Agreement complies with the standards of the New York State Public Service Commission ("NYPSC"); and

WHEREAS, the franchise granted herein is non-exclusive,

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

IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. SHORT TITLE.

This Franchise Agreement shall become known and may be cited as the Town of Rathbone/Time Warner Cable Franchise Agreement.

SECTION 2. DEFINITIONS.

For the purpose of this Agreement, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. All capitalized terms used in the definition of any other term shall have their meaning as otherwise defined in this Section 2. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- 2.1 **"Cable Act"** means the Cable Communications Policy Act of 1984, Pub. L. No. 98-549, 98 Stat. 2779 (1984) (codified at 47 U.S.C. § § 521-611) as amended by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460 (1992) and the Telecommunications Act of 1996, Pub. Law No. 104-104, 110 Stat. 56 (1996), as may be further amended.
- 2.2 **"Cable Service"** shall have the meaning provided under Section 602(6) of the Cable Act (47 U.S.C. §522(6) as may be amended.
- 2.3 **"Cable System"** or **"System"** shall have the meaning provided under Section 602(7) (47 U.S.C. §522(7) as may be amended.
- 2.4 **"Channel"** means a portion of the electromagnetic frequency spectrum or any other means of transmission (including, without limitation, optical fibers or any other means now available or that may become available) which is used in a cable television system and is capable of delivering a television channel as television channel is defined by FCC regulation.
- 2.5 **"Effective Date"** has the meaning given to it in Section 3.4 of this Agreement.
- 2.6 **"FCC"** means the Federal Communications Commission, its designee, or any successor thereto.

- 2.7 **"Franchise Area"** means the territorial area of the Town of Rathbone. Such area shall include all areas annexed by the Town of Rathbone. For purposes of this Agreement, annexations shall be effective upon sixty (60) days notice from the Grantor to Grantee, including a list of affected addresses. If Grantee is operating a cable system in an annexed area immediately prior to the date of annexation under the terms of another franchise, Grantee may, at its option, continue to operate under the terms of such other franchise until any date up to the expiration of said franchise at which time Grantee will operate its system in the annexed area under the terms of this Franchise.
- 2.8 **"Grantee"** means **Time Warner Cable Northeast LLC**, a limited liability company organized and or any successor thereto.
- 2.9 **"Gross Revenues"** means all revenue as determined in accordance with generally accepted accounting principles ("GAAP") received by Grantee from Subscribers and derived from the operation of the cable system to provide cable service. Gross Revenues shall not include monies received by Grantee attributable to its payment of franchise fees which it has passed through or any taxes on services or equipment furnished by Grantee which are imposed by the state, county, local or other governmental unit and collected by Grantee on behalf of said governmental unit, bad debt or monies received by Grantee that Grantee is required to expend for promotional activities.
- 2.10 **"NYPSC"** means the New York Public Service Commission or any successor agency.
- 2.11 **"Person"** means any natural person or any association, firm, partnership, joint venture, corporation, limited liability company, or other legally recognized entity, private or public, whether for profit or not-for-profit
- 2.12 **"Public Property"** means any real property owned by any governmental unit.
- 2.13 **"Streets"** means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive or any public easement or right-of-way now or hereafter held and/or maintained by the Grantor.
- 2.14 **"Subscriber"** means any Person who lawfully receives Cable Service provided by Grantee by means of or in connection with the Cable System whether or not a fee is paid for such Cable Service.
- 2.15 **"Standard Drop"** means a standard cable connection, defined as no more than 150 feet from existing cable lines.

SECTION 3. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

- 3.1 **Grant of Franchise.** Upon the Effective Date and subject to the terms and conditions of this Agreement and of applicable law, Grantee is granted a non-exclusive franchise for the occupation and use of the Grantor's Streets for the installation, operation, maintenance, repair, upgrade, and removal of the Cable System (the "Franchise"). This Agreement specifically gives Grantee the right to provide Cable Service via the Cable System within the Franchise Area.
- 3.2 **Authority for Use of Streets.**
- A. For the purpose of operating, maintaining, and constructing a Cable System in the Franchise Area, Grantee may erect, install, construct, repair, replace, relocate, reconstruct and retain in, on, over, under, upon, across and along the Streets within the Franchise Area such lines, cables, conductors, poles, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appurtenant to the operation of the Cable System.
 - B. Grantee shall operate and maintain the Cable System so as not to interfere with other uses of Streets. Grantee shall participate and cooperate in any "one-call" or similar system for the exchange of information on the utility location or work to be conducted.
- 3.3 **Provision of Cable Service.**
- A. Grantee shall construct plant and make its cable service available consistent with the provisions of Section 895.5 of the regulations of the NYPSC.
 - B. Grantee shall not deny access to cable service to any group of potential residential subscribers because of the income of the residents of the area in which such group resides.
- 3.4 **Franchise Term.** The terms of this Franchise are subject to the approval of the NYPSC. Therefore, the Franchise shall commence on the date of approval by the NYPSC ("Effective Date") and shall expire (five) 5 years thereafter unless renewed, revoked or terminated sooner as herein provided. Grantee shall file applications for all necessary approvals from the NYPSC or FCC within sixty days of the approval of the Franchise or any amendment thereto by the Grantor.
- 3.5 **Extension of System.** Grantee shall extend its Cable System in the Franchise Area as required by the regulations of the NYPSC.

- 3.6 **Police Powers.** Grantor reserves the right to adopt in addition to the provisions contained herein and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers; provided, however, that such regulations are reasonable, not materially in conflict with the privileges granted herein and consistent with all federal and state laws, rules, regulations and orders.
- 3.7 **Written Notice.** All notices, reports or demands shall be given either by email with the designated email address or by paper notice, hand-delivered or deposited in the United States mail in a sealed envelope, with certified mail postage prepaid thereon, or by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: **Town of Rathbone**
 8088 County Route 21
 Addison, NY 14801
 Attention: Supervisor
 Telephone Number: 607-359-2583

If to Grantee: **Time Warner Cable**
 120 Plaza Drive, Suite B
 Vestal, NY 13850
 Attention: Government Relations
 Telephone Number: 607-644-0025

With a copy to: **Time Warner Cable**
 Attn: Law Department/Regulatory
 60 Columbus Circle
 New York, NY 10023

Such addresses may be changed by either party upon notice to the other party given as provided in this Section. In addition, either party may agree to receive certain notices, reports or demands by email at an email address which it provides to other party.

3.8 **Franchise Non-Exclusive.**

- A. The Franchise granted herein is non-exclusive. The Grantor specifically reserves the right to grant, at any time, additional franchises for a cable television system in accordance with state and federal law. The Grantor agrees that any grant of additional franchises by the Grantor to any other entity to provide cable or video service shall not be on terms and conditions that when taken as a whole are more favorable or less burdensome to the franchisee of any such additional franchise, than those which are set forth herein.

- B. If the Grantor grants a cable television franchise or other right to provide cable service to another person on terms which overall provide greater benefits or impose lesser burdens than provided herein, the Grantor agrees to amend this Franchise (effective upon the grant to said other person) to overall provide such greater benefits or lesser burdens.
- C. (i) Grantee agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisees. Grantee shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisees caused by the Grantee.
- (ii) In the event Grantor grants to any other Person (being referred to as "Other Person" in the below quoted paragraph) 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, the Grantor shall include the following language or language to similar effect into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

"Other Person agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of another franchisee without the prior written consent of such other franchisee. Other Person shall indemnify such other franchisee against any damages or expenses incurred by such other franchisee as a result of any removal, damage, penetration, replacement or interruption of the services of such other franchisee caused by the Other Person."

D. Notwithstanding any other provision in this Franchise: In the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to construct, operate or maintain a cable system in the Franchise Area to obtain a franchise from the Grantor for the construction, operation or maintenance of a cable system, then, Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise. Grantee shall not abandon cable service in any portion of the Franchise Area without Grantor's consent and shall remain subject to all applicable laws and regulations with respect to abandonment of service including those of the NYPSC. Furthermore, in the event any change to state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Franchise Area in a way that reduces the regulatory or economic burdens for such person, then, at Grantee's request, Grantor shall agree with Grantee to amend this Franchise to similarly reduce the regulatory or economic burdens on Grantee. It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation or provided lesser benefits under this Franchise than any other persons that might construct, operate or maintain a cable system in the Franchise Area. To the extent any acts pursuant to this section, including Grantee's choice to terminate this Franchise, result in an amendment to the Franchise, any such amendment shall be subject to such approval by the NYPSC as required by law and regulation.

3.9 Continuing Administration. The Supervisor of the Town of Rathbone is responsible for the continuing administration of the Franchise.

SECTION 4. TECHNICAL STANDARDS.

4.1 Technical Standards. The Cable System shall be designed, constructed, and operated so as to meet the technical standards promulgated by the FCC relating to Cable Communications Systems contained in part 76 of the FCC's rules and regulations, as may be amended from time to time. The Grantor may, upon written request, witness tests of the Cable System being conducted pursuant to FCC rules and regulations, and the results of those tests shall be made available to the Grantor free of charge within thirty (30) days of completion of the tests if the Grantor requests them in writing.

SECTION 5. EAS AND PEG.

- 5.1 **Emergency Alert System.** Grantee shall comply with the Emergency Alert System regulations of the FCC. The emergency alert system shall meet all Federal and State requirements.
- 5.2 **PEG Access Channels.** Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

SECTION 6. CONSTRUCTION PROVISIONS.

- 6.1 **Construction Standards.**
- A. Grantee shall construct and maintain its cable system using materials of good and durable quality. All work involved in the construction, installation, maintenance, and repair of the cable system shall be performed in a safe, thorough, and reliable manner.
 - B. All construction practices shall be in accordance with all applicable Federal and state law and generally applicable local codes.
 - C. All installation of electronic equipment shall be of a permanent nature, durable and installed in accordance with the provisions of the applicable National Electrical Safety Code and National Electrical Code.
 - D. All of Grantee's plant and equipment (a) shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices; and (b) shall not endanger or interfere with ordinary use of the rights-of-way or unnecessarily hinder or obstruct pedestrian or vehicular traffic.
 - E. Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.
 - F. Grantee has constructed a hybrid fiber/coax cable system capable of providing a minimum capacity of 78 channels. Grantee shall maintain the system at the same or enhanced level during the term of the franchise.

6.2 Construction Codes.

- A. Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction in the Franchise Area.**
- B. The Grantor shall have the right to inspect all construction or installation work in the public rights-of-way performed pursuant to the provisions of this Agreement.**

6.3 Repair of Streets and Property.

- A. Any and all Streets, municipal property, or private property, which are destroyed or damaged by Grantee during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the Cable System shall be promptly replaced or repaired by Grantee, at its expense, and restored to a serviceable condition as good as that prevailing prior to Grantee's disturbance of, or damage to, the property. If Grantee fails to repair, replace, or otherwise correct a Street or property following reasonable written notice by the Grantor, the Grantor may complete any repair, replacement, restoration or other correction and invoice Grantee for the same.**

6.4 Use of Existing Poles.

- A. Poles may be erected by Grantee subject to any generally applicable regulation by Grantor with regard to location, height, type, and any other pertinent aspect. It is the responsibility of Grantee to secure agreements for use of poles or conduits owned by third parties.**
- B. Where poles already existing for use in serving the Franchise Area are available for use by Grantee, but it does not make arrangements for such use, the Grantor may require Grantee to use such poles if it determines that the public convenience would be enhanced thereby, and if the Grantee can obtain such use on reasonable terms and conditions and at less cost to Grantee than erecting its own poles. No term or condition shall be reasonable if not consistent with pole attachments rates and conditions established by the FCC and/or NYPSC.**

6.5 Undergrounding of Cable.

- A. Cable shall be installed underground where the existing telephone and electrical utilities are already underground. In the event the Grantor reimburses any utility for undergrounding, Grantee shall be similarly reimbursed.**

6.6 Reservation of Street Rights.

- A. Nothing in this Agreement shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.
- B. All such work shall be done, insofar as practicable in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.
- C. If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any Street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, Street or any other public improvement, at least thirty (30) days written notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee in such manner as shall be directed by the Grantor so that the same shall not interfere with the said public work of the Grantor, as reasonably determined by the Grantor and such removal or replacement shall be at the expense of Grantee, provided, however, if any other right-of-way user is compensated for such work by the Grantor, then Grantee shall be similarly compensated.
- D. Nothing contained in this Agreement shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid damaging Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any Street or public place or with the construction or reconstruction of any sewer or water system or with any other work.

6.7 Trimming of Trees. Grantee shall have the authority to trim trees, in accordance with all generally applicable utility restrictions, ordinance and easement restrictions, upon and hanging over Streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from interfering with the Cable System.

6.8 System Abandonment. Grantee may not abandon cable service in any portion of the Franchise Area without the consent of Grantor.

- 6.9 **Movement of Facilities.** In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Agreement, in order to lawfully move a large object, vehicle, building or other structure over the Streets of the Franchise Area, upon two (2) weeks written notice by the Grantor to Grantee, Grantee shall move, such of its facilities as may be required to facilitate such movements. The Person requesting the temporary removal shall pay Grantee in advance the costs Grantee incurs in moving its facilities. Any service disruption provisions of this Agreement shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities pursuant to this Section results in temporary service disruptions.

SECTION 7. REPORTING PROVISIONS.

- 7.1 **Audit and Inspection.** The Grantor, its agents and its representatives shall have the authority, during normal business hours, to arrange for and conduct an inspection of the books, records, maps, plans, financial statements and other like materials of Grantee where such inspection is necessary to ascertain Grantee's compliance with the material terms of this Franchise. Grantee will be given thirty (30) business days advance written notice of such an inspection request and a description, to the best of the Grantor's ability, of the materials it wants to inspect.
- 7.2 **Communications with Regulatory Agencies.** Copies of all publicly available petitions, applications, communications and reports submitted by Grantee, to any federal or state regulatory commission or agency relating to the Cable System operated pursuant to this Franchise shall also be made available to the Grantor upon request. Copies of publicly available responses from the regulatory agencies to Grantee shall likewise be made available to the Grantor upon request.
- 7.3 **Confidentiality.** Grantor shall maintain as confidential any information provided to it by Grantee under the terms of this Franchise which Grantee has designated as confidential. In the event that Grantor believes at any time that it is required by law to disclose such information to a third party, Grantor will so notify Grantee at a time prior to any such disclosure that affords Grantee a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.
- 7.4 Any report required by this Franchise may be satisfied with system-wide statistics, except for reporting requirements related to franchise fees and customer complaints.

SECTION 8. CONSUMER PROTECTION PROVISIONS.

- 8.1 **Rate Regulation.** Grantee's rate and charges for cable service shall be subject to regulation in accordance with Federal Law.
- 8.2 **Customer Service.**
- A. Grantee shall comply with the cable customer service and consumer protection standards of the FCC and NYPSC.
- B. Any bill, notice or other communication provided or issued by Grantee to any Subscriber may be provided or issued, if such Subscriber so consents, solely by electronic means.

SECTION 9. FRANCHISE FEES

- A. Grantee shall pay to the Grantor a franchise fee in an amount equal to five percent (5%) of Grantee's Gross Revenues as described in Section 2.9.
- B. Payments due the Grantor under this provision shall be computed quarterly. Payments shall be due and payable quarterly not later than 60 days following the end of the quarter. Each payment shall be accompanied by a brief report of Grantee's Gross Revenues for the preceding quarter.
- C. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Grantor may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and recomputation by the Grantor.
- D. No auditor engaged by the Grantor shall be compensated on a success based formula, e.g., payment based on a percentage of an underpayment, if any.
- E. Grantor shall not conduct an audit more frequently than once every three (3) years and may not audit any period earlier than six (6) years prior to the time the audit is conducted.
- F. The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by Grantor.
- G. If Grantee charges a combined or "bundled" rate for a package of services which includes Cable Services subject to the franchise fee and other services which are not subject to the franchise fee, the franchise fee shall be imposed on the portion of the bundled charge applicable to the cable services subject to the franchise fee as reflected in the books and records of Grantee, subject to any applicable laws and regulations.

SECTION 10. INDEMNITY AND INSURANCE.

10.1 Indemnity.

- A. Grantee shall indemnify, defend, and hold harmless the Grantor for all damages and penalties incurred by Grantor as a result of Grantee's conduct or performance under this Agreement or exercise of the Franchise. These damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Grantee's exercise of the Franchise, whether or not any act or omission complained of is authorized, allowed or prohibited by this Agreement; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs. Grantee's obligations hereunder shall not extend to any claim or loss to the extent arising from the Grantor's negligence; misconduct; the content of programming carried on any channel set aside for public educational or governmental use, or channels leased pursuant to 47 U.S.C. §532; and, the Grantor's use of Grantee's emergency alert system ("EAS") capability.
- B. In order for the Grantor to assert its rights to be indemnified and held harmless, the Grantor must:
- (1) promptly notify Grantee of any claim or legal proceeding which gives rise to such right;
 - (2) afford Grantee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
 - (3) fully cooperate in the defense of such claim and make available to Grantee all such information under its control relating thereto.

10.2 Liability Insurance.

- A. Grantee shall maintain, throughout the term of the Franchise, liability insurance with a company licensed to do business in the State of New York with a rating by Best of not less than "A-," insuring Grantee and the Grantor (wherein the Grantor is named as additional insured) with respect to Grantee's activities in the Franchise Area in the minimum amounts of:
1. One Million Dollars (\$1,000,000.00) for bodily injury or death to any one (1) person;
 2. Three Million Dollars (\$3,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence;
 3. One Million Dollars (\$1,000,000.00) for all other types of liability.
 4. Five Million Dollars (\$5,000,000.00) excess liability or umbrella coverage.

- B. Grantee shall maintain in force, during the term of this Agreement and any renewal thereof, Workers' Compensation Insurance, covering its obligations under the Workers' Compensation statute.
- C. Upon request, Grantee shall furnish to the Grantor a certificate evidencing that a satisfactory insurance policy has been obtained. Such insurance policy shall require that the Grantor be notified thirty (30) days prior to any expiration or cancellation.

SECTION 11. REVOCATION AND REMOVAL.

11.1. Right to Revoke.

- A. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Agreement and the Franchise and all rights and privileges pertaining thereto, after following the procedures outlined herein, in the event that Grantee substantially violates any material provision of this Agreement and fails to remedy such violation as required.
- B. Whenever the Grantor finds that Grantee has allegedly violated one or more material terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford the Grantee an opportunity to investigate and/or remedy the alleged violation. Grantee shall have sixty (60) days subsequent to receipt of the notice in which to correct the violation. Grantee may, within thirty (30) days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee shall specify with particularity the matters disputed by Grantee and stay the running of the above-described time.
- C. Grantor shall hear Grantee's dispute at a regularly scheduled or specially scheduled Council meeting of which Grantee has been given at least two weeks notice. Grantee shall have the right to subpoena and examine witnesses and cross-examine any other witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination and provide such findings to Grantee. If a violation is found, Grantee may petition for reconsideration.
- D. If after hearing the dispute, the claim of non-compliance is upheld by the Grantor, then Grantee shall have sixty (60) days from the date of receipt of Grantor's written decision within which to remedy the violation.

- E. The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character as to require more than sixty (60) days within which to perform, provided Grantee commences corrective action and thereafter exercises due diligence to correct the violation.
- F. In the event that Grantee fails to remedy the violation within the time frame set herein, Grantor may revoke the Franchise by vote of its governing body after a public hearing of which Grantee has been given at least two weeks notice and at which Grantee shall have the right to be heard; to subpoena and examine witnesses; and cross-examine any other witnesses. Grantor shall state in writing the basis for any decision to revoke the Franchise. Any revocation hereunder is subject to appeal by Grantee in a court of competent jurisdiction.

11.2. Removal After Revocation or Termination.

- A. At the termination of the Franchise Term if renewal has been finally denied in accordance with Federal law, or upon revocation of the Franchise, as provided for herein, the Grantor shall have the right to require Grantee to remove, at Grantee's expense, all or any portion of the Cable System from Streets and Public Property within the Franchise Area. In so removing the Cable System, Grantee shall refill and compact at its own expense any excavation that shall be made and shall leave all Streets, Public Property and private property in as good a condition as that prevailing prior to Grantee's removal of the Cable System, and without affecting, altering or disturbing in anyway electric, telephone or utility, cables wires or attachments. The Grantor, or its delegate, shall have the right to inspect and approve the condition of such Streets and Public Property after removal. The insurance and indemnity provisions of this Agreement shall remain in full force and effect during the entire term of removal.

SECTION 12. TRANSFER.

12.1 Sale or Transfer of Franchise.

- A. Grantee shall provide at least sixty days notice to Grantor in the event the Franchise is to be sold, assigned or otherwise transferred.
- B. Within thirty (30) days of the consummation of any Franchise Transfer subject to the provisions of this Section, Grantee shall notify the Grantor of the closing of such Franchise Transfer.

SECTION 13. RIGHTS OF INDIVIDUALS PROTECTED.

13.1 Discriminatory Practices Prohibited.

- A. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers or general citizens on the basis of age, race, creed color, national origin or sex. Grantee shall comply at all times with all applicable federal and state laws relating to non-discrimination.
- B. Grantee will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment on the basis of age, race, creed, color, national origin or sex.

SECTION 14. MISCELLANEOUS PROVISIONS.

- 14.1 **Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Agreement, the provisions of this Agreement shall govern.
- 14.2 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that provision will be ineffective but the remainder of this Agreement will not be affected, and it will in all other respects, continue to be effective and enforceable. If the holding of invalidity or unenforceability is subsequently repealed, unenforceable or otherwise changed so that the provision which had been held invalid is no longer in conflict with the law, rules and regulations then in effect, the provision will return to full force and effect.
- 14.3 **Controlling Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 14.4 **No Third Party Beneficiaries.** This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person other than the parties to this Agreement.
- 14.5 **Captions.** The paragraph captions and headings in this Agreement are for convenience and reference purpose only and shall not affect in any way the meaning of interpretation of this Agreement.

- 14.6 Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period, or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.
- 14.7 Amendments. This Agreement may be amended only by the mutual consent of the Grantor and Grantee and in accordance with the regulations of the NYPSC. Any amendment must be in writing and executed by the Grantor and Grantee.
- 14.8 Service to Public Facilities. Time Warner Cable will provide one outlet of standard cable to any municipally owned or operated buildings. All such connections shall be above ground except where all utility lines and cables in the area are underground. Grantor shall not extend such Standard Drop without the express consent of Grantee.
- 14.8 Force Majeure. In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or Grantor or Grantee be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of Acts of God; acts of public enemies; order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots; strikes; failure of suppliers; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; partial or entire failure of utilities or any other cause or event not reasonably within the control of the party. Neither Grantor nor Grantee shall be deemed to be in violation or default during the continuance of such inability and such party shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of the obligations hereunder shall automatically extended for a period of time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Agreement to be signed by their duly authorized officials and officers as of February 23, 2013 (L)

GRANTOR OF Town of Rathbone

By: [Signature]

Title: Town Supervisor

Time Warner Cable Northeast LLC

By: [Signature]
Amos Smith

Title: SVP & CFO, Residential Services

**STATE OF NEW YORK
Town of Rathbone
County of Steuben**

In the Matter of the Granting of a Cable Television Franchise Held by Time Warner Cable Northeast LLC in the Town of Rathbone, County of Steuben, New York

RESOLUTION

An application has been duly made to the Board of the Town of Rathbone, County of Steuben, New York, by Time Warner Cable Northeast LLC ("Time Warner Cable"), a limited liability company organized and existing in good standing under the laws of State of Delaware ("Grantee") doing business at 120 Plaza Drive, Suite D, Vestal, New York 13850 for the approval of an initial agreement for Time Warner Cable's cable television franchise for five (5) years commencing with the date of approval by the Public Service Commission. The Initial Franchise Agreement conforms with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held in the Town of Rathbone, New York on January 15, 2013 at 7 P.M. and notice of the hearing was published in the Rathbone Post on January 13, 2013. (1)

NOW, THEREFORE, the Board of the Town of Rathbone finds that:

1. Time Warner Cable has substantially complied with the material terms and conditions of its existing franchise and with applicable law; and
2. Time Warner Cable has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and

3. Time Warner Cable can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of the Town of Rathbone hereby grants the cable television franchise of Time Warner Cable in the Town of Rathbone for five (5) years commencing with the date of approval by the Public Service Commission and expiring five (5) years hence.

BE IT FURTHER RESOLVED that the Board of the Town of Rathbone hereby confirms acceptance of this Franchise Renewal Agreement.

The foregoing having received a 3 of 3 vote was thereby declared adopted.

Dated: February 23, 2013

Mary E Jacobson
Town of Rathbone Clerk

NOTICE OF PUBLIC HEARING

For an Initial Time Warner Cable Franchise Agreement For the TOWN OF RATHBONE.

PLEASE TAKE NOTICE that the TOWN OF RATHBONE and the TOWN OF CAMERON will hold a Public Hearing on January 15, 2013 at 7:00 PM at the Rathbone Town Hall, 8088 County Route 21, Addison, NY regarding granting a cable television franchise agreement by and between the TOWN OF RATHBONE and the TOWN OF CAMERON and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the TOWN OF RATHBONE Clerk's office, 8088 County Route 21, Addison, NY and at the TOWN OF CAMERON Clerk's office, Cameron, NY.

At such public hearing, all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time. Time limitations may be imposed for each oral statement, if necessary.

Mary E. Jacobson

Rathbone Town Clerk - January 8, 2013

By Order of the Boards

TOWN OF RATHBONE and TOWN OF CAMERON

AFFIDAVIT OF PUBLICATION

Addison Post Inc.

(Name of Newspaper)

Located in the STATE OF NEW YORK

COUNTY OF Steuben

LEGAL NOTICE

PLEASE TAKE NOTICE that Time Warner Entertainment-Advance/ Newhouse Partnership d/b/a Time Warner Cable, has filed an application for its Certificate of Confirmation and Cable Television Franchise in the Town of Rathbone, Steuben County, New York, with the New York State Public Service Commission. The application is available for public inspection at the offices of the New York State Public Service Commission and at the office of the Town of Bolivar Clerk's office, during normal business hours. Any interested persons may file comments on the application with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223 within ten (10) days of the date of this publication.

Dated: March 4, 2013 TIME WARNER CABLE

Oakley Hayes Jr. being duly sworn, deposes and says, that he/she resides in the New York County and State aforesaid and that he/she is publisher of the Addison Post Inc. a public newspaper printed and published in Addison New York aforesaid, and that a notice, of which the annexed is a true copy, was published in said paper on:

March 9, 2013

and that the first publication of said notice was on the 9th day of March, 2013.

Oakley Hayes Jr.

Subscribed and sworn to before me this 31st day of May, 2013.

Kimberly A. Hand (notary public)

KIMBERLY A. HAND Notary Public, State of New York Qualified in Steuben County No. 011146049589 Commission Expires October 23, 2014

ATTACHED IS A CLIPPING OF YOUR AD

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

Purpose: The full EAF is designed to help applicants and agencies determine, in an orderly manner, whether a project or action may be significant. The question of whether an action may be significant is not always easy to answer. Frequently, there are aspects of a project that are subjective or unmeasurable. It is also understood that those who determine significance may have little or no formal knowledge of the environment or may not be technically expert in environmental analysis. In addition, many who have knowledge in one particular area may not be aware of the broader concerns affecting the question of significance.

The full EAF is intended to provide a method whereby applicants and agencies can be assured that the determination process has been orderly, comprehensive in nature, yet flexible enough to allow introduction of information to fit a project or action.

Full EAF Components: The full EAF is comprised of three parts:

- Part 1:** Provides objective data and information about a given project and its site. By identifying basic project data, it assists a reviewer in the analysis that takes place in Parts 2 and 3.
- Part 2:** Focuses on identifying the range of possible impacts that may occur from a project or action. It provides guidance as to whether an impact is likely to be considered small to moderate or whether it is a potentially-large impact. The form also identifies whether an impact can be mitigated or reduced.
- Part 3:** If any impact in Part 2 is identified as potentially-large, then Part 3 is used to evaluate whether or not the impact is actually important.

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project: Part 1 Part 2 Part 3
 Upon review of the information recorded on this EAF (Parts 1 and 2 and 3 if appropriate), and any other supporting information, and considering both the magnitude and importance of each impact, it is reasonably determined by the lead agency that:

- A. The project will not result in any large and important impact(s) and, therefore, is one which will not have a significant impact on the environment, therefore a negative declaration will be prepared.
- B. Although the project could have a significant effect on the environment, there will not be a significant effect for this Unlisted Action because the mitigation measures described in PART 3 have been required, therefore a **CONDITIONED** negative declaration will be prepared.*
- C. The project may result in one or more large and important impacts that may have a significant impact on the environment, therefore a positive declaration will be prepared.

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Award of Cable Television Franchise of Time Warner Cable

 Name of Action

Town of Rathbone


 Name of Lead Agency

Dan Farrant

 Print or Type Name of Responsible Officer in Lead Agency

Town Supervisor

 Title of Responsible Officer



 Signature of Responsible Officer in Lead Agency

 Signature of Preparer (if different from responsible officer)

6/18/13

 Date

PART 1--PROJECT INFORMATION
Prepared by Project Sponsor

NOTICE: This document is designed to assist in determining whether the action proposed may have a significant effect on the environment. Please complete the entire form, Parts A through E. Answers to these questions will be considered as part of the application for approval and may be subject to further verification and public review. Provide any additional information you believe will be needed to complete Parts 2 and 3.

It is expected that completion of the full EAF will be dependent on information currently available and will not involve new studies, research or investigation. If information requiring such additional work is unavailable, so indicate and specify each instance.

Name of Action Award of Cable Television Franchise to Time Warner Cable

Location of Action (include Street Address, Municipality and County)

All present and future boundaries of the Town of Rathbone, Steuben County

Name of Applicant/Sponsor Time Warner Cable Northeast LLC

Address 120 Plaza Drive, Suite B

City / PO Vestal State NY Zip Code 13850

Business Telephone 607-644-0025

Name of Owner (if different) _____

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

Activities undertaken by TWC pursuant to Franchise Agreement - Town of Rathbone - a Franchise granting Time Warner Cable Northeast LLC, permission to construct, operate and maintain a Cable Television System throughout the Town of Rathbone.

Please Complete Each Question--Indicate N.A. if not applicable

A. SITE DESCRIPTION

Physical setting of overall project, both developed and undeveloped areas.

1. Present Land Use: Urban Industrial Commercial Residential (suburban) Rural (non-farm)
 Forest Agriculture Other _____

2. Total acreage of project area: N/A acres. *See Attached*

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	_____ acres	_____ acres
Forested	_____ acres	_____ acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill)	_____ acres	_____ acres
Roads, buildings and other paved surfaces	_____ acres	_____ acres
Other (Indicate type) _____	_____ acres	_____ acres

3. What is predominant soil type(s) on project site? N/A

- a. Soil drainage: Well drained ____% of site Moderately well drained ____% of site.
 Poorly drained ____% of site

- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres (see 1 NYCRR 370).

4. Are there bedrock outcroppings on project site? Yes No *N/A*

- a. What is depth to bedrock _____ (in feet)

5. Approximate percentage of proposed project site with slopes: *N/A*

- 0-10% ____% 10- 15% ____% 15% or greater ____%

6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? Yes No

7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? Yes No

8. What is the depth of the water table? _____ (in feet)

9. Is site located over a primary, principal, or sole source aquifer? Yes No *N/A*

10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? Yes No *N/A*

11. Does project site contain any species of plant or animal life that is identified as threatened or endangered? Yes No N/A

According to:

N/A

Identify each species:

N/A

12. Are there any unique or unusual land forms on the project site? (i.e., cliffs, dunes, other geological formations?)

Yes No N/A

Describe:

13. Is the project site presently used by the community or neighborhood as an open space or recreation area?

Yes No N/A

If yes, explain:

14. Does the present site include scenic views known to be important to the community? Yes No

N/A

15. Streams within or contiguous to project area:

N/A

a. Name of Stream and name of River to which it is tributary

16. Lakes, ponds, wetland areas within or contiguous to project area:

N/A

b. Size (in acres):

17. Is the site served by existing public utilities? Yes No
- a. If YES, does sufficient capacity exist to allow connection? Yes No
- b. If YES, will improvements be necessary to allow connection? Yes No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? Yes No *See Attached*
19. Is the site located in or substantially contiguous to a Critical Environmental Area designated pursuant to Article 8 of the ECL, and 6 NYCRR 617? Yes No
20. Has the site ever been used for the disposal of solid or hazardous wastes? Yes No *N/A*

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).
- a. Total contiguous acreage owned or controlled by project sponsor: N/A acres.
- b. Project acreage to be developed: N/A acres initially; N/A acres ultimately.
- c. Project acreage to remain undeveloped: N/A acres.
- d. Length of project, in miles: N/A (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing N/A; proposed N/A
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units:
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially | _____ | _____ | _____ | _____ |
| Ultimately | _____ | _____ | _____ | _____ |
- i. Dimensions (in feet) of largest proposed structure: N/A height; N/A width; N/A length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? N/A ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? N/A tons/cubic yards.
3. Will disturbed areas be reclaimed Yes No N/A
- a. If yes, for what intended purpose is the site being reclaimed?
-
- b. Will topsoil be stockpiled for reclamation? Yes No
- c. Will upper subsoil be stockpiled for reclamation? Yes No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? N/A acres.

5. Will any mature forest (over 100 years old) or other locally-important vegetation be removed by this project?

Yes No

6. If single phase project: Anticipated period of construction: _____ months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated N/A (number)

b. Anticipated date of commencement phase 1: _____ month _____ year, (including demolition)

c. Approximate completion date of final phase: _____ month _____ year.

d. Is phase 1 functionally dependent on subsequent phases? Yes No

8. Will blasting occur during construction? Yes No

9. Number of jobs generated: during construction N/A ; after project is complete N/A

10. Number of jobs eliminated by this project N/A .

11. Will project require relocation of any projects or facilities? Yes No

If yes, explain:

12. Is surface liquid waste disposal involved? Yes No

a. If yes, indicate type of waste (sewage, industrial, etc) and amount _____

b. Name of water body into which effluent will be discharged _____

13. Is subsurface liquid waste disposal involved? Yes No Type _____

14. Will surface area of an existing water body increase or decrease by proposal? Yes No

If yes, explain:

15. Is project or any portion of project located in a 100 year flood plain? Yes No

16. Will the project generate solid waste? Yes No

a. If yes, what is the amount per month? _____ tons

b. If yes, will an existing solid waste facility be used? Yes No

c. If yes, give name _____ ; location _____

d. Will any wastes not go into a sewage disposal system or into a sanitary landfill? Yes No

e. If yes, explain:

17. Will the project involve the disposal of solid waste? Yes No

a. If yes, what is the anticipated rate of disposal? _____ tons/month.

b. If yes, what is the anticipated site life? _____ years.

18. Will project use herbicides or pesticides? Yes No

19. Will project routinely produce odors (more than one hour per day)? Yes No

20. Will project produce operating noise exceeding the local ambient noise levels? Yes No

21. Will project result in an increase in energy use? Yes No

If yes, indicate type(s)

22. If water supply is from wells, indicate pumping capacity N/A gallons/minute.

23. Total anticipated water usage per day N/A gallons/day.

24. Does project involve Local, State or Federal funding? Yes No

If yes, explain:

25. Approvals Required:

			Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Town of Rathbone</u>	<u>Already</u>
			<u>Award of Franchise</u>	<u>Approved</u>
			_____	_____
City, Town, Village Planning Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
City, Town Zoning Board	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
City, County Health Department	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
Other Local Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
Other Regional Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____
State Agencies	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<u>PSC</u>	_____
			_____	_____
Federal Agencies	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	_____	_____
			_____	_____

C. Zoning and Planning Information

1. Does proposed action involve a planning or zoning decision? Yes No

If Yes, indicate decision required:

- | | | | |
|---|---|--|--------------------------------------|
| <input type="checkbox"/> Zoning amendment | <input type="checkbox"/> Zoning variance | <input type="checkbox"/> New/revision of master plan | <input type="checkbox"/> Subdivision |
| <input type="checkbox"/> Site plan | <input type="checkbox"/> Special use permit | <input type="checkbox"/> Resource management plan | <input type="checkbox"/> Other |

2. What is the zoning classification(s) of the site?

N/A

3. What is the maximum potential development of the site if developed as permitted by the present zoning?

N/A

4. What is the proposed zoning of the site?

NA

5. What is the maximum potential development of the site if developed as permitted by the proposed zoning?

N/A

6. Is the proposed action consistent with the recommended uses in adopted local land use plans? Yes No

N/A

7. What are the predominant land use(s) and zoning classifications within a ¼ mile radius of proposed action?

N/A

8. Is the proposed action compatible with adjoining/surrounding land uses with a ¼ mile? Yes No **N/A**

9. If the proposed action is the subdivision of land, how many lots are proposed? N/A

a. What is the minimum lot size proposed? _____

10. Will proposed action require any authorization(s) for the formation of sewer or water districts? Yes No

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?
 Yes No

a. If yes, is existing capacity sufficient to handle projected demand? Yes No

12. Will the proposed action result in the generation of traffic significantly above present levels? Yes No

a. If yes, is the existing road network adequate to handle the additional traffic. Yes No

D. Informational Details

Attach any additional information as may be needed to clarify your project. If there are or may be any adverse impacts associated with your proposal, please discuss such impacts and the measures which you propose to mitigate or avoid them.

E. Verification

I certify that the information provided above is true to the best of my knowledge.

Applicant/Sponsor Name Time Warner Cable Northeast LLC Date 10/30/2012

Signature 

Title Director, Government Relations, Northeast - Central New York

If the action is in the Coastal Area, and you are a state agency, complete the Coastal Assessment Form before proceeding with this assessment.

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

- ! In completing the form the reviewer should be guided by the question: Have my responses and determinations been **reasonable**? The reviewer is not expected to be an expert environmental analyst.
- ! The **Examples** provided are to assist the reviewer by showing types of impacts and wherever possible the threshold of magnitude that would trigger a response in column 2. The examples are generally applicable throughout the State and for most situations. But, for any specific project or site other examples and/or lower thresholds may be appropriate for a **Potential Large Impact** response, thus requiring evaluation in Part 3.
- ! The impacts of each project, on each site, in each locality, will vary. Therefore, the examples are illustrative and have been offered as guidance. They do not constitute an exhaustive list of impacts and thresholds to answer each question.
- ! The number of examples per question does not indicate the importance of each question.
- ! In identifying impacts, consider long term, short term and cumulative effects.

Instructions (Read carefully)

- a. Answer each of the 20 questions in PART 2. Answer **Yes** if there will be **any** impact.
- b. **Maybe** answers should be considered as **Yes** answers.
- c. If answering **Yes** to a question then check the appropriate box(column 1 or 2)to indicate the potential size of the impact. If impact threshold equals or exceeds any example provided, check column 2. If impact will occur but threshold is lower than example, check column 1.
- d. Identifying that an Impact will be potentially large (column 2) does not mean that it is also necessarily **significant**. Any large impact must be evaluated in PART 3 to determine significance. Identifying an impact in column 2 simply asks that it be looked at further.
- e. If reviewer has doubt about size of the impact then consider the impact as potentially large and proceed to PART 3.
- f. If a potentially large impact checked in column 2 can be mitigated by change(s) in the project to a small to moderate impact, also check the **Yes** box in column 3. A **No** response indicates that such a reduction is not possible. This must be explained in Part 3.

	1	2	3
	Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

Impact on Land

1. Will the Proposed Action result in a physical change to the project site?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Any construction on slopes of 15% or greater, (15 foot rise per 100 foot of length), or where the general slopes in the project area exceed 10%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where the depth to the water table is less than 3 feet. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction of paved parking area for 1,000 or more vehicles. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction on land where bedrock is exposed or generally within 3 feet of existing ground surface. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Construction that will continue for more than 1 year or involve more than one phase or stage. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Excavation for mining purposes that would remove more than 1,000 tons of natural material (i.e., rock or soil) per year. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Construction or expansion of a sanitary landfill.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. Will there be an effect to any unique or unusual land forms found on the site? (i.e., cliffs, dunes, geological formations, etc.)

NO YES

• Specific land forms:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
------------------------	--------------------------	--------------------------	--

Impact on Water

3. Will Proposed Action affect any water body designated as protected? (Under Articles 15, 24, 25 of the Environmental Conservation Law, ECL)

NO YES

Examples that would apply to column 2

• Developable area of site contains a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Dredging more than 100 cubic yards of material from channel of a protected stream.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Extension of utility distribution facilities through a protected water body.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction in a designated freshwater or tidal wetland.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

4. Will Proposed Action affect any non-protected existing or new body of water?

NO YES

Examples that would apply to column 2

• A 10% increase or decrease in the surface area of any body of water or more than a 10 acre increase or decrease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction of a body of water that exceeds 10 acres of surface area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action would change flood water flows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action may cause substantial erosion. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action is incompatible with existing drainage patterns. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow development in a designated floodway. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON AIR

7. Will Proposed Action affect air quality?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will induce 1,000 or more vehicle trips in any given hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in the incineration of more than 1 ton of refuse per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the amount of land committed to industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will allow an increase in the density of industrial development within existing industrial areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Removal of any portion of a critical or significant wildlife habitat.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Application of pesticide or herbicide more than twice a year, other than for agricultural purposes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

9. Will Proposed Action substantially affect non-threatened or non-endangered species?

NO YES

Examples that would apply to column 2

• Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

NO YES

Examples that would apply to column 2

• The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction activity would excavate or compact the soil profile of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• The Proposed Action would disrupt or prevent installation of agricultural land management systems (e.g., subsurface drain lines, outlet ditches, strip cropping); or create a need for such measures (e.g. cause a farm field to drain poorly due to increased runoff).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AESTHETIC RESOURCES

11. Will Proposed Action affect aesthetic resources? (If necessary, use the Visual EAF Addendum in Section 617.20, Appendix B.)

NO YES

Examples that would apply to column 2

• Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Project components that will result in the elimination or significant screening of scenic views known to be important to the area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

12. Will Proposed Action impact any site or structure of historic, prehistoric or paleontological importance?

NO YES

Examples that would apply to column 2

• Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Any impact to an archaeological site or fossil bed located within the project site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

- Other impacts: Yes No

IMPACT ON OPEN SPACE AND RECREATION

13. Will proposed Action affect the quantity or quality of existing or future open spaces or recreational opportunities?

NO YES

Examples that would apply to column 2

- The permanent foreclosure of a future recreational opportunity. Yes No
- A major reduction of an open space important to the community. Yes No
- Other impacts: Yes No

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

14. Will Proposed Action impact the exceptional or unique characteristics of a critical environmental area (CEA) established pursuant to subdivision 6NYCRR 617.14(g)?

NO YES

List the environmental characteristics that caused the designation of the CEA.

Examples that would apply to column 2

- Proposed Action to locate within the CEA? Yes No
- Proposed Action will result in a reduction in the quantity of the resource? Yes No
- Proposed Action will result in a reduction in the quality of the resource? Yes No
- Proposed Action will impact the use, function or enjoyment of the resource? Yes No
- Other impacts: Yes No

1	2	3
Small to Moderate Impact	Potential Large Impact	Can Impact Be Mitigated by Project Change

IMPACT ON TRANSPORTATION

15. Will there be an effect to existing transportation systems?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Alteration of present patterns of movement of people and/or goods. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will result in major traffic problems. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

IMPACT ON ENERGY

16. Will Proposed Action affect the community's sources of fuel or energy supply?

NO YES

Examples that would apply to column 2

- | | | | | |
|---|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

NOISE AND ODOR IMPACT

17. Will there be objectionable odors, noise, or vibration as a result of the Proposed Action?

NO YES

Examples that would apply to column 2

- | | | | | |
|--|--------------------------|--------------------------|------------------------------|-----------------------------|
| • Blasting within 1,500 feet of a hospital, school or other sensitive facility. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Odors will occur routinely (more than one hour per day). | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Proposed Action will remove natural barriers that would act as a noise screen. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Proposed Action will set an important precedent for future projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will create or eliminate employment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?

- NO YES

If Any Action in Part 2 Is Identified as a Potential Large Impact or If you Cannot Determine the Magnitude of Impact, Proceed to Part 3

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

Part 3 must be prepared if one or more impact(s) is considered to be potentially large, even if the impact(s) may be mitigated.

Instructions (If you need more space, attach additional sheets)

Discuss the following for each impact identified in Column 2 of Part 2:

1. Briefly describe the impact.
2. Describe (if applicable) how the impact could be mitigated or reduced to a small to moderate impact by project change(s).
3. Based on the information available, decide if it is reasonable to conclude that this impact is **important**.

To answer the question of importance, consider:

- ! The probability of the impact occurring
- ! The duration of the impact
- ! Its irreversibility, including permanently lost resources of value
- ! Whether the impact can or will be controlled
- ! The regional consequence of the impact
- ! Its potential divergence from local needs and goals
- ! Whether known objections to the project relate to this impact.

Attachment to Part 1 – Project Information
Prepared by Project Sponsor

Page 3 of 21:

1. Time Warner Cable's facilities will be installed on existing utility poles within the Town of Rathbone within the right of ways totaling approximately 15.4 miles.

Page 6 of 21:

6. Time Warner Cable will build out as required by the Franchise Agreement.

**EXPLANATORY NOTES TO EAF
TWC/TOWN OF RATHBONE FRANCHISE AGREEMENT**

1. This Attachment is to the: (a) a Department of Environmental Conservation “Full Environmental Assessment Form (“EAF”) for TWC’s offering of cable service in the Town of Rathbone, Steuben County, New York, with Part 1 filled in; (b) an EAF Addendum providing certain additional background information; and (c) exhibits to the Addendum, including maps showing the franchise area and a list of sites included in the SPHINX database of historic sites, as described below.
2. The Attachment is submitted without prejudice to TWC’s positions that: (a) the activities for which it seeks approval in this proceeding are not “actions” under the State Environmental Quality Review Act (“SEQRA”), and that therefore no EAF is required; and (b) if an EAF is required in this case, a short-form will suffice.
3. The EAF and the EAF Addendum are based on information in TWC’s possession or available to us through research in readily available resources. Beyond such sources, we have not undertaken any “new studies, research or investigation.”
4. Historic site information was derived from the SPHINX database of the New York State Historic Preservation Office (*see* <http://www.oprhp.state.ny.us/SPHINX/>). The Time Warner Cable facilities will not pass through any wetlands, flood plan, critical Environmental Areas or National Natural Landmarks.
5. In Response to several questions in Part 1, TWC has indicated that the question is “Not Applicable” (“N/A”) to the confirmation that is the subject of the Petition. The activities to be undertaken pursuant to the franchise for which confirmation is sought involve the delivery of cable programming, high speed internet and digital phone, and thus do not have a definite location or “area”. To the extent any construction, including line extensions, placement of drop wires, extensions, and repairs take place after the franchise becomes effective, all of the locations within the franchise area at which such activity will occur will not be known in advance.

The information provided for contiguity to historic sites, etc., has been provided with respect to TWC’s facilities in the franchise area, even though it is TWC’s position that such facilities have been constructed pursuant to independent permission and authorities.

**ADDENDUM TO ENVIRONMENTAL ASSESSMENT FORM
RELATING TO CONFIRMATION OF A CABLE TELEVISION FRANCHISE
FOR THE TOWN OF RATHBONE (STEBEN COUNTY), NEW YORK**

Location:

The Town of Rathbone is located in Steuben County.

The Town is not in or substantially contiguous to a Critical Environmental Area. A list of sites included in the SPHINX database of historic sites is attached hereto.

The Town is a Certified Agricultural District by the New York State Department of Agricultural and Markets. A copy of the County Agricultural District Map Data is attached hereto.

It is TWC's policy to conform to all applicable laws and regulations in placing its facilities, including any special requirements that may be applicable to historic sites, districts, agricultural lands, or landmarks.

Description of Proposed Construction Activities:

TWC is going to run approximately 15.4 miles of cable for approximately 163 passings utilizing overhead lines with pole attachments to within the right of ways within the Town of Rathbone, on the following roads: Canisteo River Road, CR #119, SR #432, CR #110, Lewis Road, CR #24, Risley Road, Saunders Road, CR #21, and Abbey Road. No poles, equipment or wires will be located in active agricultural lands. See map of area showing the buildout which is attached hereto. The Town of Rathbone will receive its cable signal from the TWC headend located in the Corning. TWC will offer to provide cable TV, Roadrunner High Speed Internet access and Digital phone to its customers.

TWC's subscribers will receive service by way of connection from over head poles via coax service wire to the subscriber's building or home.

SPHINX LIST

Report Date : **October
26, 2012**

Survey, SR and NR Listing

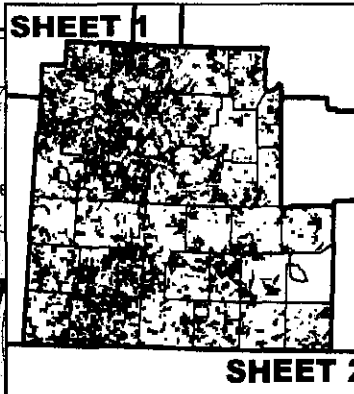
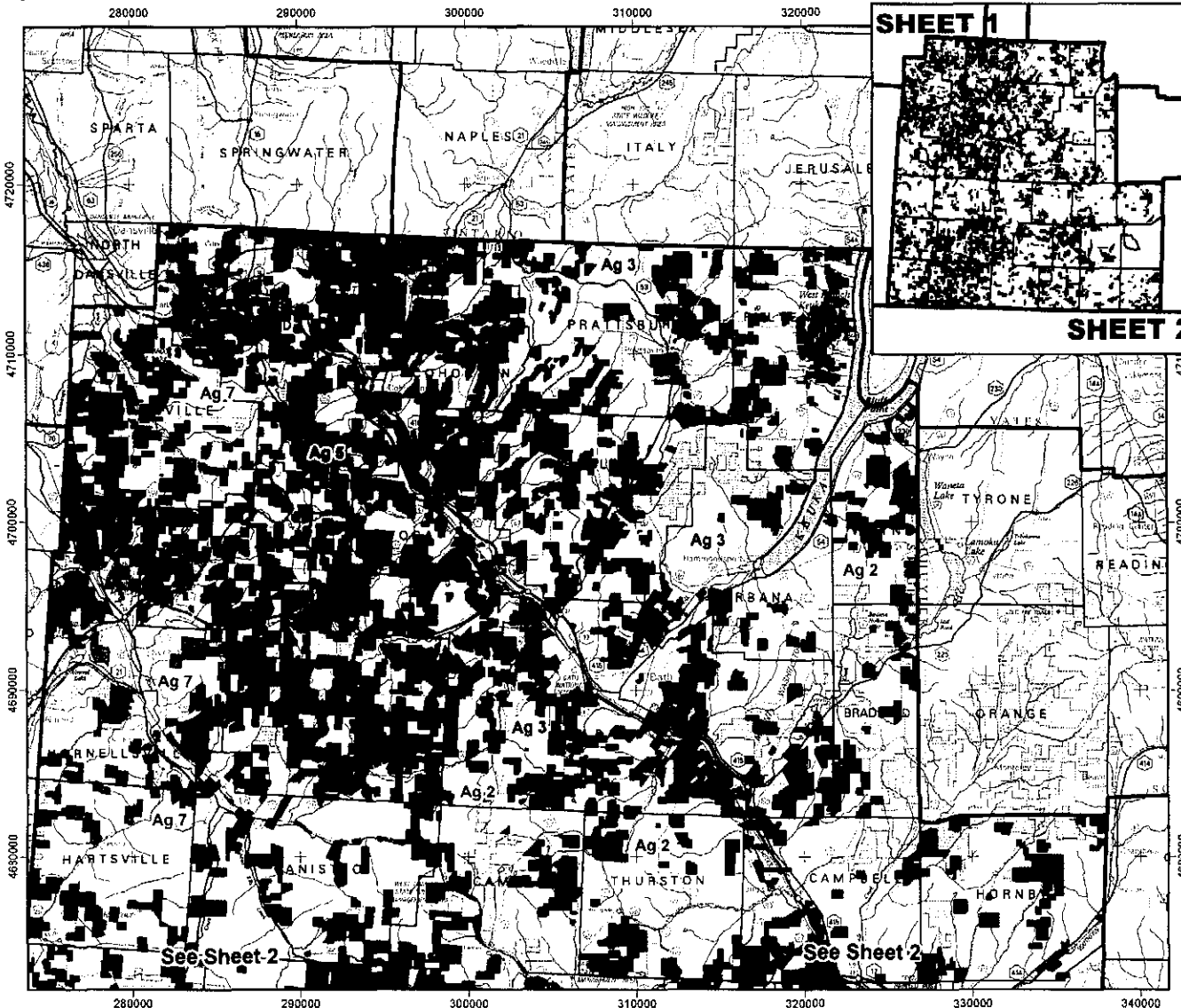
USN	Class.	BF	Street Address/Location/Bldg. Name	Deter.	NR Ref. No.	SR Date	NR Date	NHL Date
10123.000003			NEWCOMB RD BRIDGE OVER CANISTEO RIVER					
10123.000001			RATHBONE RIVER BRIDGE CR #21 OVER CANISTEO RIVER					
10123.000012	A		SAXTON PREHISTORIC SITE NORTH SIDE OF CANISTEO RIVER, SOUTH OF RR, E OF HELMER CK	I				
10123.000018	A		Cameron Mills Cameron Mills, CR 110 over Canisteo River	U				
10123.000016	S		6990 CHAPEL HILL RD MILLENNIUM PIPELINE STE- 9802					
10123.000007	B		CHAPPEL RD TWIN LAKES FARM [NB: ONE LAKE IN EACH TOWN] SOUTH SIDE; ADDISON TN LINE; EAST SIDE	U				
10123.000010			CHAPPELL HILL RD FARM SOUTH SIDE; AT ADDISON TOWN LINE					
10123.000006			CO RD 119 CAMERON MILLS NORTH SIDE; 3/4 MILE ; EAST OF RICHTMEYER RD					
10123.000017	S		3510 COUNTY RD 110 MILLENNIUM PIPELINE STE- 9806					
10123.000011	B		COUNTY RTE 119 TOWN LINE CHURCH	L	00NR01688	9/25/2000	11/20/2000	
10123.000009			CR 119 FARM NORTH SIDE; .75 MI EAST FROM CAMERON MILLS					
10123.000019	B		5736 CR 119 Valley Elementary School	I				
10123.000020	B		6581 CR 21 Jacobson House	I				
10123.000015	B		LEARN RD NORTHRUP HILL SCHOOL DISTRICT 10	L	99NR01435	12/28/1998	2/12/1999	
			RAILROAD ROW MILLENNIUM PIPELINE STE-					

10123.000014		009; NEW YORK AND ERIE RAILROAD RUNS SE AND NW PARALLELING CR 119	
10123.000005		RTE 119 RESIDENCE EAST SIDE; SOUTH OF INTERSECTION OF RTE 21	
10123.000004		RTE 119 RESIDENCE EAST SIDE; SOUTH OF INTERSECTION OF RTE 21	
10123.000008	B	SAUNDERS RD FARM EAST SIDE; A BIT NORTH OF RATHBONE HAMLET	U
10123.000013	A	WEST OF CANISTEO RIVER MILLENNIUM PIPELIN-STE- 163, SPRING HOUSE SITE 2000FT WEST OF MOUTH OF CREEK AT CHAPPEL RD	

COUNTY AGRICULTURAL DISTRICT MAP DATA

SPHINX LIST

COUNTY AGRICULTURAL DISTRICT MAP DATA



KEY

See Sheet 2 Ag. District 2 Ag. District 5
 Ag. District 3 Ag. District 7

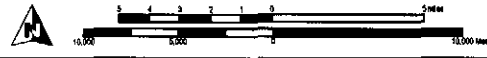
DISTRICT CERTIFICATIONS and TOWNS

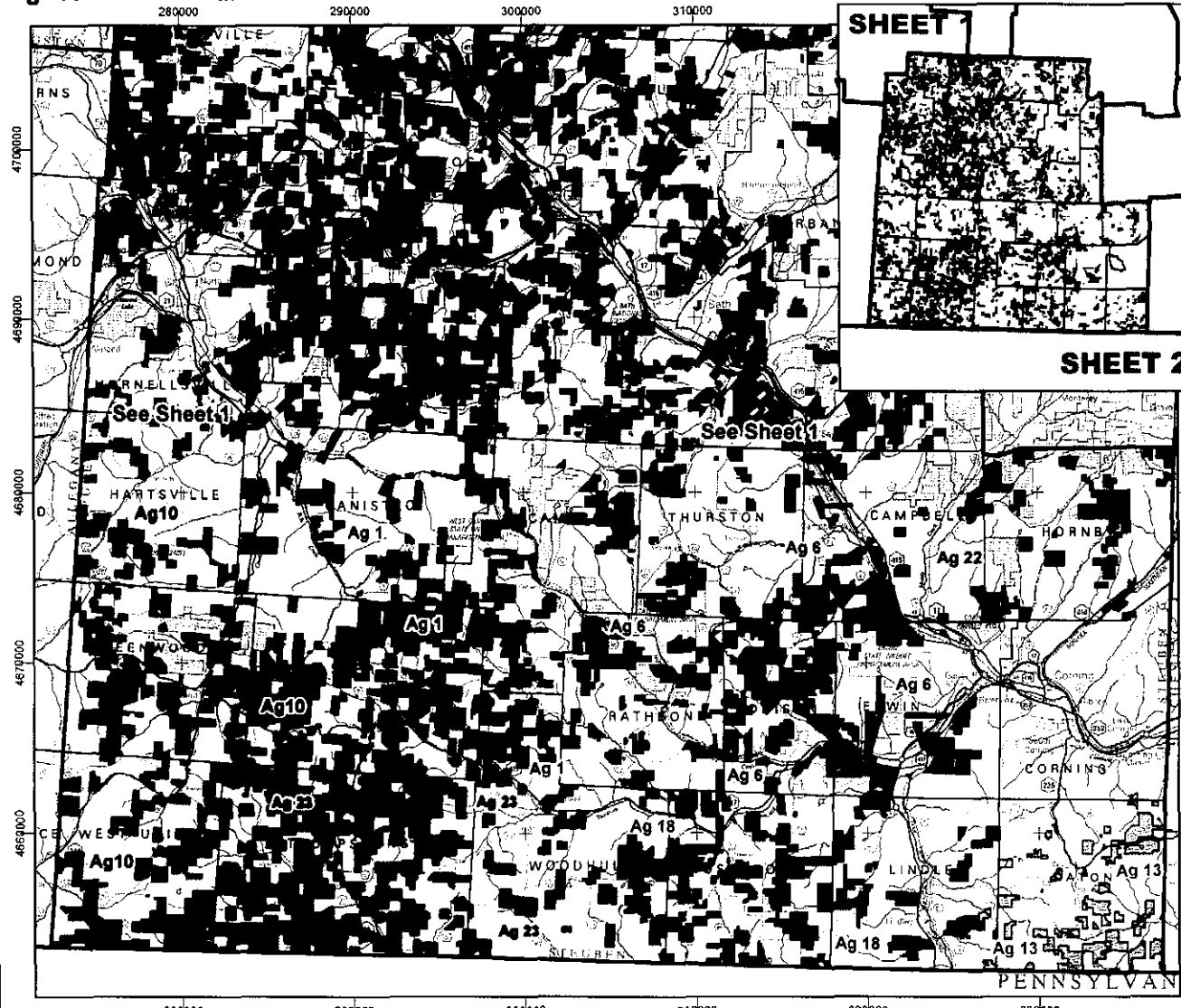
<p>DISTRICT 2 CERTIFIED 3/20/2009 Bath Howard Bradford Thurston Campbell Urbana Canistota Wayne</p>	<p>DISTRICT 5 CERTIFIED 3/18/2008 Avoca Fremont Cohocton Prattsburg Dansville Wayland</p>
<p>DISTRICT 3 CERTIFIED 2/4/2011 Avoca Prattsburg Bath Pulteney Canistota Urbana Howard Wheeler</p>	<p>DISTRICT 7 CERTIFIED 12/29/2008 Canistota Hornellsville Dansville Howard Fremont city of Hartsville Homell</p>

MAP SOURCE INFORMATION
 Map created at Cornell IRIS (Institute for Resource Information Sciences) <<http://iris.css.cornell.edu>> for the NYS Department of Agriculture and Markets
 Agricultural Districts boundary data is available at CUGIR (Cornell University Geospatial Information Repository) website: <<http://cugir.mannlib.cornell.edu>>
 Base Map: state250_bw.tif 1998 Scale: 1:250,000; County boundaries imported from the file nyshore.e00 from the NYS GIS Clearinghouse website: <<http://gis.ny.gov>>
Contains data copyrighted by the NYS Office of Cyber Security

DISCLAIMER
 This is a general reference to Agricultural District boundaries; not a legal substitute for actual tax parcel information.
 Boundaries as certified prior to January 2012
 Open Enrollment Annual Additions are not included in this data. Check with county agencies to confirm the status of individual parcels.

MAP PROJECTION
 UTM Zone 18, NAD83 meters





KEY

Ag. District 1	Ag. District 13	Ag. District 23
Ag. District 6	Ag. District 18	See Sheet 1
Ag. District 10	Ag. District 22	

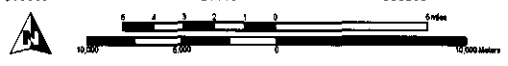
DISTRICT CERTIFICATIONS and TOWNS

<p>DISTRICT 1 CERTIFIED 4/18/2005 Cameron Rathbone Canistota Woodhull Jasper</p>	<p>DISTRICT 13 CERTIFIED 9/21/2000 Caton Corning Lindley</p>	<p>DISTRICT 23 CERTIFIED 4/30/2004 Jasper Troupsburg West Union Woodhull</p>
<p>DISTRICT 6 CERTIFIED 11/6/2001 Addison Rathbone Campbell Thurston Erwin Tuscarora Lindley</p>	<p>DISTRICT 18 CERTIFIED 11/8/2002 Lindley Tuscarora Woodhull</p>	<p>DISTRICT 22 CERTIFIED 4/30/2004 Bath Campbell Corning Hornby</p>

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MAP PROJECTION
UTM Zone 18, NAD83 meters



MAP OF FRANCHISE AREA