

PENDING PETITION MEMO

Date: 5/17/2007

TO : OT
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FROM: CENTRAL OPERATIONS

UTILITY: EMPIRE VIDEO SERVICES CORPORATION

SUBJECT: 07-V-0572

Petition of Empire Video Services Corporation for a Certificate of Confirmation for its Franchise with the Town of Hector, Schuyler County.

07-V-0572



Harter Secret & Emery LLP

ATTORNEYS AND COUNSELORS

WWW.HSELAW.COM

May 16, 2007

VIA: FEDERAL EXPRESS

Jaclyn A. Brillling,
Secretary
New York Public Service Commission
Three Empire State Plaza
Albany, New York 12223-1350

Re: Application of Empire Video Services Corporation for a Certificate of Confirmation Approving a Franchise Agreement in the Town of Hector Pursuant to 16 NYCRR Section 897; and Petition Seeking a Declaratory Ruling, Pursuant to 16 NYCRR Section 8.1(a), that the Local Exchange Territory of Empire Telephone Corporation Constitutes the Franchise Area, or, in the Alternative, an Exemption, Pursuant to 895.5(d), from the Requirements of 16 NYCRR Sections 895.1 and 895.5(a)-(c).

Dear Secretary Brillling:

On behalf of Empire Video Services Corporation, a New York corporation with a principal place of business at 34 Main Street, Prattsburgh, NY 14873 ("EVSC"), Harter Secret & Emery LLP hereby files with the Commission an original and five (5) copies of the above referenced Application and Petition.

If you have any questions concerning this Application or require further information, please do not hesitate to contact me at (585) 231-1247.

Very truly yours,

HARTER SECRET & EMERY LLP

Kimberly Y. Fleming
DIRECT DIAL: 585-231-1247
E-MAIL: KFLEMING@HSELAW.COM

JTP:lgf

Enclosures

- cc: Brian J. Ketchum (EVSC), w/encl.
- John T. Pattison, Esq. (HSE), w/encl.
- Carol McTague (NYPSC), w/encl.
- Town of Hector, w/encl.
- Brian Ossias (NYPSC), w/encl.

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COMMISSION
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**STATE OF NEW YORK
DEPARTMENT OF PUBLIC SERVICE**

Application of Empire Video Services Corporation for a Certificate of Confirmation Approving a Franchise Agreement in the Town of Hector Pursuant to 16 NYCRR Section 897;)
)
 and)
)
 Petition Seeking a Declaratory Ruling, Pursuant to 16 NYCRR Section 8.1(a), that the Local Exchange Telephone Territory of Empire Telephone Corporation within the Town of Hector Constitutes the Franchise Area, or, in the Alternative, an Exemption, Pursuant to 895.5(d), from the Requirements of 16 NYCRR Sections 895.1 and 895.5(a)-(c).)
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CASE 07-C-_____

This Application and Petition to the New York Public Service Commission (“Commission”) is filed on behalf of Empire Video Services Corporation (“EVSC” or “Petitioner”) by Harter Secrest & Emery LLP, attorneys for the Petitioner.

SUMMARY

On May 18, 2006, EVSC submitted a Petition for a Declaratory Ruling, (“2006 PDR”) pursuant to Title 16 of the New York Codes, Rules, and Regulations Section 8.1(a),¹ seeking a state-wide exemption from the primary service area and cable line extension rules found in Section 895.5(a)–(c). The 2006 PDR was held in abeyance while EVSC (i) engaged in telephone conferences with Staff in an attempt to reach a clear understanding of the Commission’s rules and processes related to cable buildout and line extension rules and exemptions, given EVSC’s technology choice; and (ii) monitored FCC MB Docket No. 05311 to determine whether the

¹ Unless otherwise stated, all Section references are to Title 16 of the New York Codes, Rules, and Regulations.

FCC would rule on or provide guidance with respect to the interplay of state and local rules acting as barriers to video competition.

On March 5, 2007 the FCC issued its Order in MB Docket No. 05-311 in which it declined to pre-empt state or local franchising regulations or otherwise materially affect EVSC's 2006 PDR. As a result, concurrently with the filing of this Petition, EVSC is (i) withdrawing the 2006 PDR and, instead, (ii) beginning the process of requesting a determination that (x) the local exchange telephone service territory of its parent in each municipality is its "franchise area", rendering moot the need to comply with the buildout and line extension rules or, in the alternative, (y) an exemption from the buildout and line extension requirements for each municipality is appropriate, all (iii) concurrent with the filing of its application for issuance of a Certificate of Confirmation approving a cable television franchise for each municipality.

Accordingly, EVSC submits this Petition, together with its Application for Issuance of a Certificate of Confirmation for the Town of Hector ("Municipality").

APPLICATION FOR A CERTIFICATE OF CONFIRMATION

Petitioner is seeking issuance of a Certificate of Confirmation approving the Franchise Agreement to provide cable television services in the Municipality. The following agreements and documents comprising the Application are attached hereto and made a part hereof:

1. Franchise Agreement between EVSC and the Municipality, as Exhibit A;
2. Certificate of Publication regarding the Notice of Public Hearing, as Exhibit B;
3. Copy of the Resolutions adopted by the Municipality, as Exhibit C;
4. Certificate of Publication regarding the Notice of Filing of this Application, as Exhibit D;
5. Full Environmental Assessment Form, as Exhibit E;
6. Addendum to the Full Environmental Assessment Form, as Exhibit F; and
7. Limited Power of Attorney, as Exhibit G.

Subject to issuance of the Certificate of Confirmation, EVSC anticipates commencing to provide cable television services in the fall of 2007.

PETITION

In this Petition, Petitioner seeks (1) a declaratory ruling, pursuant to Section 8.1(a), that the local exchange telephone service territory of Empire Telephone Corporation (“Empire”), the parent company of Petitioner, within the Municipality constitutes the “franchise area” for purposes of the Franchise Agreement between Petitioner and the Municipality; or, in the alternative, (2) an exemption, pursuant to Section 895.5 (d), from the Commission's cable television rules regarding buildout, primary service area, and mandatory line extension, found at Sections 895.1 and 895.5(a), and 895.5(b)-(c), respectively, on the grounds that such requirements are (i) economically unfeasible for EVSC, (ii) economically unfeasible for consumers, and (iii) unnecessary as a result of video competition in the Municipality.

I. BACKGROUND

Empire, an independent, incumbent local exchange telephone company (“ILEC”), provides regulated and deregulated telecommunications services in portions of the Finger Lakes Region and Western New York including in the Municipality. As an ILEC, Empire has extant facilities located throughout its certificated ILEC boundaries consisting principally of (i) poles, (ii) fiber optic and twisted copper pair cable and wire in the form of trunks and drop wires and (iii) central office and wire center equipment and facilities, consisting mainly of Nortel DMS-10 hosts, Nortel DMS remotes, and subremotes, for an aggregate of twenty-seven (27) wirecenters.

The location of Empire’s facilities within the Municipality is more fully described in the map set forth in Exhibit H, attached hereto and made a part hereof (“Footprint”). The Footprint

constitutes the area in which EVSC intends to provide cable television service in the Municipality.

EVSC, as Empire's video business unit, will lease capacity on Empire's ILEC network and physical space at each of Empire's wire centers in the Footprint in order to deliver video programming. Once EVSC has installed a video software-laden digital subscriber line access multiplexer ("DSLAM") converter box at each wire center and connected it to Empire's ILEC network, EVSC will deliver cable television programming content to virtually all of Empire's ILEC customers that are located in the Footprint over a very-high-data-rate digital subscriber line ("xDSL"), which has the bandwidth to carry high definition television ("HDTV") and Video on Demand.

The requested declaratory ruling or exemption is necessary because of an historical, and on-going, difference in identifying the geographic areas in which ILECs and traditional cable television providers have been qualified by the Commission to provide phone and cable television service, respectively. It is often the case that, for telephone service, an ILEC, such as Empire, serves a portion of a municipality while another ILEC, such as Verizon or Frontier ("Bordering ILEC") serves the remaining residents. On the other hand, because traditional cable franchises have always been granted on a municipality-by-municipality basis, traditional cable television providers, have agreed to serve the municipality, usually with no competition.² This distinction in the historical boundaries of telephone and cable companies limits the ability of telephone-based video providers, such as EVSC, whose facilities have no way to serve an entire

² It is important to note that, while they agree to serve an entire municipality, traditional cable companies often do not do so in practice. Cable companies initially implement services where it is cost effective to provide services, based on the number of homes per mile, but do not extend services beyond that area. For example, upon information and belief, although the incumbent cable television provider has been operating in the Municipality for numerous years, it has served only the most populated areas of the Municipality during that time.

municipality, to compete in the cable industry without undertaking significantly increased costs and risks.

II. DISCUSSION

A. Petition for Declaratory Ruling Regarding the Franchise Area.

EVSC requests a declaratory ruling that the “franchise area,” as that term is used in 16 NYCRR Part 890, does not, necessarily, include the entire area of a municipality. Section 895.1 requires a cable television operator to submit a description of “anticipated stages of completion of construction at six-month intervals for the entire *franchise area*.” However, the Telecommunications Act of 1996, the New York Public Service Law and the Rules and Regulations of the Public Service Commission do not define the term “franchise area.”

In the historical context of traditional cable service there was no need to define “franchise area” because traditional cable providers have always asked the municipalities for a franchise throughout the entire area of the municipality. Such interpretation, however, is not consistent with the Rules and Regulations of the Public Service Commission. Section 894.18(a) enables a municipality to award “one or more franchises *within* its jurisdiction.” Moreover, under Section 212 of the Public Service Law, a “franchise” means and includes “*any authorization* granted by a municipality...to construct, operate, maintain, or manage a cable television system...” In sum, there is no express requirement that municipalities grant franchises only for the entire area of the municipality. The words “any authorization” clearly imply that a franchise comprising less than the entirety of a municipality can, indeed, be granted, and that, as in this Municipality, it is the Municipality that may decide the metes and bounds of the franchise to be granted.

The Municipality and EVSC have agreed that the “franchise area” will be limited to the Footprint³. Consequently, the construction buildout of EVSC’s cable television system, which

³ See Section 11 of the Franchise Agreement filed as Exhibit A, hereto.

must encompass or anticipate encompassing the entire franchise area, will be restricted to the area of the Footprint. Moreover, under Section 895.5(b), the franchise area is comprised of the primary service area and the line extension areas; thus, by deduction, the primary service area and line extension areas will also be limited to the Footprint.⁴ Because construction of Empire's ILEC network throughout the entire Footprint has already been completed, EVSC has already satisfied the buildout, primary service area, and line extension requirements found at Sections 895.1 and 895.5(a), and 895.5(b)-(c), respectively.

The foregoing does not risk violating the Commission's rules prohibiting discrimination against certain residents, since (1) EVSC will offer cable television services to all residents within the Footprint; (2) Empire currently offers telephone services only to residents within the Footprint, which is Empire's local telephone service area as dictated by the Commission. Moreover, such service area restriction does not constitute discrimination; and (3) competitor cable and satellite operators offer services in areas outside of the Footprint within the Municipality, so there is no compelling regulatory reason to limit the franchise area to the entire Municipality.

B. Petition for Exemption Regarding Buildout, Primary Service Area, and Line Extension Rules.

In the alternative to the Declaratory Ruling requested in Part A above, EVSC requests that the Commission waive EVSC's compliance with 16 NYCRR Sections 895.1 and 895.5(a)-(c) in the Municipality. Pursuant to Section 895.5(d), the Commission may agree to waive any of the requirements outlined in 16 NYCRR Part 890:

The provisions of this section may be waived by the Commission if the Commission determines that compliance within the section would not be possible within the limitations of economic feasibility. 16 NYCRR § 895.5(d).

⁴ See 16 NYCRR § 895.5(a) and (b).

As discussed below, the cost of overcoming the technical and other business challenges to provide cable television services outside of the Footprint in the Municipality makes EVSC's compliance with Section 895.1 and 895.5(a) – (c) economically unfeasible for both EVSC and potential consumers.

1. The Commission should waive the buildout, primary service area, and line extension policies because compliance would not be economically feasible for EVSC.

EVSC will provide cable television video services using xDSL technology to deliver video services over the extant telephone facilities of Empire located within the Footprint. As a result, EVSC is limited to providing cable television services to homes within the Footprint. If EVSC were required by the Commission's rules to extend its service beyond the Footprint it would be required either to operate as a competitive local exchange company ("CLEC") offering video over the Bordering ILEC's facilities, overbuild the Bordering ILEC's facilities, or overbuild the cable competitor with traditional cable technology, each of which would impose unquantifiable risks and a significant financial burden on EVSC. These alternatives are discussed in turn below.

a) Non-Facilities Based CLEC in the Bordering ILEC Territory.

The first alternative would be for EVSC to operate as a non-facilities based CLEC, transmitting video services over the telephone network of the Bordering ILEC. To accomplish this, the Bordering ILEC network must be xDSL compatible. To EVSC's knowledge, neither Bordering ILEC employs xDSL technology in the Municipality. Consequently, Empire or EVSC would be required to coordinate with and/or fund the necessary upgrade to xDSL technology for the Bordering ILEC's network.

In addition to updating the Bordering ILEC's network, Empire or EVSC would be required: (a) to purchase Bordering ILEC unbundled network elements ("UNEs"); (b) bear the cost of interconnecting with, and collocating in, the Bordering ILEC service area; (c) implement a CLEC software system capable of incorporating Bordering ILEC tariff charges in order to interface with the Bordering ILEC's network systems; (d) convince the ILEC to give up sufficient bandwidth to allow EVSC to deliver its video signal, a request the Bordering ILEC is not obligated to accept; and (e) hire additional staff capable of running a complicated billing and CLEC provisioning system.⁵

As mentioned above, while operating as a CLEC may be theoretically possible, it is not practical. Telephone companies have limited bandwidth on their facilities. Thus, if a Bordering ILEC is currently offering video services over its telephone lines, it would not have any bandwidth available for use by EVSC. On the other hand, if the Bordering ILEC is not using its bandwidth to offer video, then it will wish to reserve its bandwidth so that it may offer video in the future, especially since offering video, voice and data services is a prerequisite to remaining competitive in today's market.

In addition, as referenced above, while ILECs are required to make their facilities available for CLECs to provide voice services to consumers,⁶ they have no comparable requirement to allow CLECs to provide video services to consumers using the CLEC's facilities. Thus, EVSC risks investing significant capital to operate as a CLEC without any certainty of being able to provide video services on a long term basis in the Bordering ILEC's territory.

⁵ It is common knowledge that (i) very few, if any, non-facilities based CLEC's operate successfully using this model, and (ii) given the fact that EVSC does not intend to deliver voice and data communication, it is intuitive that it would be economically unfeasible to adopt this mode.

⁶ 47 U.S.C.S. §§ 251(c)(1)-(6).

Finally, neither Empire nor EVSC has any interest in bootstrapping the Bordering ILEC into the xDSL technology which it could then use to compete with Empire and EVSC in the Bordering ILEC territory. This is especially true because neither Empire nor EVSC plans or desires to compete, by providing voice and Internet services as a full-fledged CLEC, in the Bordering ILEC service areas outside of the Footprint in the Municipality.

b) Facilities-based CLEC in the Bordering ILEC Territory.

In addition to the matters discussed in subsection (a) above, operating as a facilities-based CLEC presents additional significant financial concerns. Under this alternative, and to begin to reach beyond the Footprint, since its network is engineered to serve the Footprint, Empire would be required to build to a new remote approximately every two miles (10,000 feet) into the Bordering ILEC territory. To accomplish this Empire would incur a cost of approximately \$79,351 to equip its wire center, including building expenses, mainframe modifications, protection blocks, relay racks, xDSL equipment, and patch panels, and a cost of \$17,500 to purchase and develop land and cover the cost of legal fees, for a total expense of \$96,851 or \$48,426 per served mile. The remote would need to be equipped with both fiber, to transport the video, and copper cable, to distribute the signal over the xDSL platform. The cost of fiber optic construction (buried) and copper construction (buried) are estimated to be \$16,922 and \$13,723 per mile, respectively. Other construction costs including pedestals, splicing, splice closures, grounding supplies, and labor are estimated at an additional \$15,000 per mile, for a total outside plant construction cost of \$45,645 per mile. This means that the total cost to buildout Empire's network to deliver video using this selected technology would be \$94,071 per mile. Generously assuming 35 customers per mile and a take-rate of 40% and given that virtually none of these costs were incurred to build the network in the Footprint, the estimated cost that each new subscriber would be required to pay, just to obtain EVSC's service, is $\$94,071 \div (.40 \times 35) =$

\$6,719 per new subscriber. Ignoring the fact that such costs put the service completely outside the reach of any rational consumer, given other competitive choices, it is EVSC's position that it should not be burdened with the costs of dealing with requests outside its Footprint. EVSC is a small company offering services in rural communities and has limited resources compared with its competitors. Expending the time to respond to such requests is burdensome, obviously counterproductive and without purpose.

c) Installing Traditional Cable Plant in Bordering ILEC Territory.

The third alternative for EVSC to extend its lines beyond the Footprint of Empire would be to incorporate another technology, such as coaxial cable, in conjunction with the xDSL technology. However, to accomplish this, EVSC would have to connect coaxial cable, a transmission facility with which it is not familiar, from each customer location to one of the Empire wire centers. This would require miles of cable for subscribers outside the Footprint.⁷ Since EVSC is not in the traditional cable business, it cannot begin to estimate the cost of delivery of services outside of the Footprint using a technology it does not have or understand.

The cost of overcoming the technical difficulties presented by the foregoing alternatives would impose an untold financial burden on EVSC. In the final analysis, if EVSC were required to comply with Sections 895.1 and 895.5(a) – (c), it could not offer cable television services. This is contrary to the stated policy of the Commission and Governor Spitzer, each of which has articulated the need to bring broadband competitive services to rural New York State.

⁷ In contrast, a traditional cable company could extend a line by simply splicing a coaxial wire at a pole or neighbor nearest to the desired location.

2. The Commission should waive the buildout, primary service area, and line extension policies because compliance would not be economically feasible for Consumers.

As mentioned above, if EVSC were required to comply with the provisions of Sections 895.5(a)-(c), the cost to potential subscribers would be unaffordable because they would bear virtually the entire cost of construction in connection with line extension. Under Section 895.5(b)(2), each potential subscriber would pay a contribution-in-aid of construction equal to the difference between the average cost of construction for the primary service area and the cost of construction of the line extensions, divided by the number of dwelling units requesting service.⁸ Because EVSC will use Empire's existing telephone service facilities, EVSC's capital construction cost associated with providing service in its primary service area will be negligible. The result will be that subscribers will bear almost the entire cost of constructing line extensions. The cost of extending cable facilities beyond the local telephone territory of Empire would make the cost of constructing line extensions immense and this high cost would discourage virtually all potential customers from subscribing to EVSC's cable television services.

3. The Commission should waive the buildout, primary service area, and line extension policies because competitive pressures demand regulatory relief.

According to the Framework for Regulatory Relief, a prime consideration in allowing regulatory relief will be "a telephone company's initiatives to deploy broadband networks capable of providing advanced services proactively, or in response to that of competition" because, in response to competitive pressures, "it is prudent that a telephone company be capable of providing advanced telecommunications services from a broadband platform to as many

⁸ The formula for contribution-in-aid-of construction is: $SC = C/LE - CA/P$, where C equals the cost of constructing new plant; LE= equals the number of dwelling units requesting service; CA equals the average cost of construction per mile in the primary service area; and P equals the lower of 35 or the average number of dwelling units per linear mile of cable in primary service areas. § 895.2(b)(2).

customers as possible.”⁹ The Municipality has one incumbent cable provider and two satellite providers of video, Dish Network and DirectTV. Those competitors offer telephone and/or internet services in competition with Empire. In response to pressures posed by the foregoing competitors, Petitioner seeks to be capable of providing cable television services to its customers in the Footprint. However, the regulations requiring the Petitioner to offer services beyond the Footprint, to the entire Municipality, impose financial and technical difficulties that prevent the Petitioner from doing so. The regulatory relief requested in this Petition is necessary to allow the Petitioner to become competitive.

Additionally, as a result of the aforementioned competitors, consumers have numerous choices and do not require regulatory assistance to assure the availability of cable television service. EVSC also believes that the Municipality does not sense a need for buildout and line extension because there are at least three existing competitors in its market. Moreover, the incumbent cable provider has had the advantages of a virtual monopoly for *non-satellite* programming for many years and will not be disadvantaged by the requested exemption.

4. Recommendations Regarding Waiver

EVSC believes that the Commission should waive the buildout, primary service area, and cable line extension rules such that EVSC would under no circumstances be required to build beyond the Footprint. However, if EVSC were to be required to extend beyond the Footprint, such extension should be governed by the telephone industry line extension policy for Empire. As a result, the area in which EVSC’s video services is offered will expand as the area in which telephone services is offered expands. This would not impose a financial burden EVSC because Empire would already be expanding its facilities for telephone service and video services would be provided to those areas automatically.

⁹ Framework for Regulatory Relief: A White Paper Prepared by the State of New York Department of Public Services Staff, dated April 18, 2007.

Precedent for use of the telephone industry line extension policy with respect to telephone companies entering the cable television industry has been endorsed by and used in other jurisdictions as evidenced by the March 6, 2002 Order of the New Jersey Board of Public Utilities in the request of Hometown Online, Inc. for authority to provide cable service in Vernon Township, attached hereto and made a part hereof as Exhibit I.

III. CONCLUSION

Accordingly, EVSC respectfully requests that the Commission issue an order:

(i) declaring that Empire's Footprint in the Municipality constitutes the "franchise area";

(ii) granting EVSC's request for an exemption from the buildout, primary service area, and line extension requirements of the Commission found in Sections 895.1 and 895.5(a) – (c);

or

(iii) requiring EVSC to substitute its compliance with 16 NYCRR Section 895.5 with its obligation to make its cable service available to all of Empire's local service telephone customers, as the same may exist from time to time, so that EVSC is essentially complying with the ILEC line extension rules, much as determined by the New Jersey Board of Public Utilities, as provided in the matter set forth in Exhibit I; and

(iv) granting such other and further relief as may be necessary or advisable and proper pursuant to the applicable provisions of the New York Public Service Laws and its related

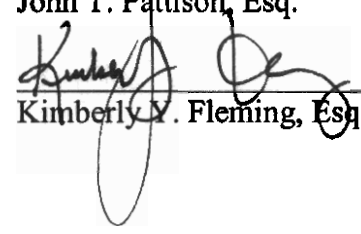
Regulations and the Rules of the Commission.

Respectfully submitted

**Harter Secrest & Emery LLP
Attorneys for the Petitioner**



John T. Pattison, Esq.



Kimberly N. Fleming, Esq., of counsel

Attachments:

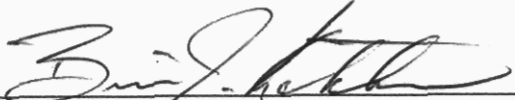
- Exhibit A Franchise Agreement between EVSC and the Municipality**
- Exhibit B Certificate of Publication regarding the Notice of Public Hearing**
- Exhibit C Resolutions adopted by the Municipality**
- Exhibit D Certificate of Publication regarding the Notice of Filing of this Application**
- Exhibit E Full Environmental Assessment Form**
- Exhibit F Addendum to the Full Environmental Assessment Form**
- Exhibit G Limited Power of Attorney**
- Exhibit H Map of Hector**
- Exhibit I NJBPU Order In Re: Hometown Online, Inc -Vernon Township**

VERIFICATION

STATE OF NEW YORK)
) SS.:
COUNTY OF STEUBEN)

Brian J. Ketchum, being duly sworn, states that:

1. He is Vice President of Empire Video Services Corporation ("EVSC"), the Petitioner herein.
2. He participated in the preparation of the foregoing Application and Petition of EVSC, and the statements and information contained therein are true and correct to the best of his knowledge and belief.



Brian J. Ketchum

Sworn to before me this 9th
Day of May, 2007.



Notary Public

CARSON GODWIN, JR.
Notary Public, State of New York
Qual. in Steuben Co., No. 01GO4775C 32
My Commission Expires January 31, 20 11

Exhibit A

Franchise Agreement between EVSC and the Municipality

COPY

CABLE TELEVISION FRANCHISE

THIS AGREEMENT entered into on the 13th day of March, 2007, between the Town of Hector (hereinafter referred to as "Municipality" or "Franchiser") a municipal corporation of the State of New York and Empire Video Services Corporation, a New York corporation with its principal place of business located at 34 Main Street, Prattsburgh, NY 14873 (hereinafter referred to as "Franchisee").

WHEREAS, the Franchisee has requested the Municipality to grant to it a cable television franchise in compliance with the rules and regulations of New York State Public Service Commission; and

WHEREAS, the technical ability, financial condition and character of the Franchisee was considered and approved by the Board of the Municipality at a full public hearing affording due process; and

WHEREAS, the Franchisee will construct and operate a cable television system that was found to be adequate by the Board of the Municipality at a full public hearing affording due process; and

WHEREAS, the cable television system and Agreement comply with the New York State Public Service Commission franchise standards; and

WHEREAS, the Town of Hector at a meeting held on the 11th day of July, 2006, at the Town Hall by resolution, after a Public Hearing, did grant and vest in the Franchisee, a non-exclusive cable television franchise for the distribution and sale of cable television and telecommunication service for the use of the citizens and residents of the municipality under the following terms and conditions, SUBJECT to the approval of the New York State Public Service Commission.

NOW, THEREFORE, the parties agree as follows:

WITNESSETH:

1. RIGHTS GRANTED:

The Franchisee, its successors, representatives and assigns, are hereby granted and vested with the right and authority to construct, operate and maintain buildings, equipment and apparatus within the Municipality and along, over and under any public ways, streets, alleys and easements of the Municipality, which buildings, equipment, cable and apparatus is now or shall become necessary in the reception transmission, distribution and sale of television and telecommunication service for the use of the citizens and residents of the Municipality. It is understood by the parties hereto that the Municipality grants this right only with respect to any easement held by the Franchiser, and such right does not pertain to any rights of the fee owners or persons holding other easements.

2. UNDERSTANDING:

The above permission is granted with the understanding that construction and operation of the cable system will be in accordance with the rules, regulations and statutes as the same may be adopted and amended from time to time by the Federal Communications Commission and the New York State Public Service Commission and other government regulatory bodies of the State of New York or the United States of America and in compliance with existing and/or amended zoning laws of the Franchiser.

3. DESCRIPTION OF CABLE SYSTEM:

Franchisee has provided a full description of the cable system that will be constructed, indicating specific geographical areas that will be wired, the number of homes that will be passed, the miles of cable that will be strung, and the names of each street over and under which cable plant will be constructed. The system will be spaced to permit a minimum of 120 channels of content, as described in Section 10 hereof. See Exhibit A for a map of the area with names of streets that have cable on them and showing the geographical areas that will be serviced.

4. SYSTEM RELIABILITY:

The Franchisee will construct and maintain the system using materials of good durable quality and that all work involved in construction, installation, maintenance and repair of system shall be performed in a safe, thorough and reliable manner.

5. a) USE:

All transmission and distribution structures, lines and equipment erected by the Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of street, alleys and other public ways and places, and cause minimum interference with the rights of reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places.

b) RESTORATION:

In case of any disturbance of pavement, sidewalk, driveway or other surfacing on municipal property or municipal underground utility or service by the Franchisee, the Franchisee shall, at its own cost and expense and in the manner approved by the Municipal Board or its designee, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, in as good condition as before said work was commenced.

c) RELOCATION:

In the event that any time during the period of this Franchise, the Municipality shall lawfully elect to alter or change the grade of any street, alley or other public way, the Franchisee, upon reasonable notice by the Municipality shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense. Above does not apply to areas where cable was constructed on private property.

d) PLACEMENT OF FIXTURES:

The Franchisee shall not place poles or other fixtures where the same will interfere with any gas, electric or telephone fixture, water hydrant or main, and all such poles or other fixtures placed in any street shall be placed at the outer edge of the sidewalk and inside the curb line, and those placed in alleys shall be placed close to the line of the lot abutting on said alley, and then in such a manner as not to interfere with the usual travel on said streets, alleys and public ways.

e) TEMPORARY REMOVAL OF WIRE FOR BUILDING MOVING OR VOLUNTARY BURNING:

The Franchisee shall, on the request of any person wishing to move a building or burn a building, temporarily raise or lower its wires to permit the moving of buildings or voluntary burning. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same, and the Franchisee shall have the authority to require such payment in advance. The Franchisee shall be given not less than fourteen (14) days advance notice to arrange for such temporary wire changes.

f) TREE TRIMMING:

The Franchisee shall have the authority to trim trees overhanging streets, alleys, sidewalks and public places of the Franchiser so to prevent the branches of such trees from coming into contact with the wires and cables of the Franchisee, all trimming to be done at the expense of the Franchisee. All tree trimming shall be performed in accordance with accepted forestry practices.

6. RECEPTION:

During the term of this Agreement, the said Franchisee, its successors, representatives and assigns, shall furnish television service to all persons in the primary service area of the Municipality, as described in Section 11, desiring and paying for the same and that such service/shall be capable of producing as good a quality of television picture, signal or reception as possible. Franchisee shall make all financially reasonable improvements of said service as improvements in the science of the distribution and transmission of television signals shall warrant.

7. a) PEG ACCESS:

The Franchisee will provide access channel(s) for the public, governmental, and educational uses in accordance with the guidelines of the Federal Communications Commission and New York State Public Service Commission. At any future time upon request of the Municipal Board, the Franchisee will make available additional access channels, if required by the New York State Public Service Commission Rules and Regulations under Part 895.4 and/or Federal Communication Commission Regulations. The Municipality hereby agrees that the PEG access channel (s) contemplated herein may be shared among the municipalities now or hereafter served by the Franchisee.

b) PUBLIC ACCESS CHANNEL:

The Municipality shall have the right to appoint a community access channel coordinator to be reviewed annually in April of each year during the term of this Agreement. The Municipality may also develop rules for the community's use of the public access channel. These rules, shall, at a minimum, guarantee non-discriminatory access to the community channel for residents, establish procedures for the use of equipment and the scheduling of programming and for recording and resolving complaints about aspects of channel operations and require that a record of channel users of channel and programs telecast be maintained. Franchisee will be coordinator until such time as Franchiser decides to take control.

c) PEG ACCESS LIABILITY:

The person, group, organization or other entity requesting use of public, educational and/or governmental Access Channel do hereby indemnify and save Franchisee and Municipality, its successors, representatives and assigns harmless from all liability or other injury, including the reasonable cost of defending claims for failure to comply with applicable laws, rules, regulations or other requirements of local, state or federal authorities; and from any loss, damage, expense, cause of action, suits or judgments resulting from claims of libel, slander, invasions of privacy, infringement of common law or statutory copyright, unauthorized use of any trademark, trade name or service name; or for breach of contractual other obligations owing to third parties; or for any other injury or damage in law or equity, which claims result from the use of Franchisee's public access facilities, equipment and/or channel, or from the airing of program.

8. INTERFERENCE:

The operation of the transmission and distribution line of the cable system shall not interfere with the television reception of any person who is not a customer of the cable system, and in the event of such interference, the same shall be corrected and removed by franchisee as soon as possible. Television reception shall not be deemed to be interfered with by the cable system unless it can be established that the complainant's antenna, lead and associated receiving equipment is properly installed, oriented and in proper operating condition. The Franchisee reserves the right and privilege to contract individually with its customers, reserving the right to take appropriate measures to protect its interest, including the privilege of discontinuing service (due to inaccessible faulty wiring causing signal leakage). The language in this paragraph is not intended to permit Franchisee to provide services in a discriminatory manner or otherwise inconsistent with its regulatory franchise responsibilities.

9. STREET CROSSINGS:

In all street installations, the cable or wires erected shall in all respects comply with the provisions of all existing codes pertaining to the stringing of wires across streets. In the event there is no code pertaining to said stringing of wires across street 15½ feet as measured from surface of the street at the location where said wire or cable crosses said street.

10. CHANNEL CAPACITY:

The cable television system shall have at least 120 channels of content and operate in conjunction with state-of-the-art, remote control capable, addressable converters. Franchisee will carry television broadcast stations, a variety of cable programming networks, audio content, premium

pay-TV services, and pay-per-view. All construction of the system shall employ the use of good and durable materials. Franchisee shall exercise efforts in good faith to maximize the number of energized channels available to subscribers.

11. SERVICE AVAILABILITY:

The Franchisee, after receipt of all necessary operating authorizations, shall offer services throughout the authorized area to all subscribers requesting service in any "primary service area" pursuant to Part 895.5 of the New York State Public Service Commission Rules and Regulations or pursuant to an order waiving or modifying such requirements such that the primary service area is linked to the local service telephone territory of Empire Telephone Corporation, an affiliate of the Franchisee, within the municipal boundaries. A map detailing the extent of the local service territory of Empire Telephone Corporation within the municipality is attached hereby as Exhibit A and made a part hereof. Areas outside of the primary service area will be served in accordance with Part 895.5 of the New York State Public Service Commission Rules and Regulations regarding line extensions or with an order waiving or modifying such requirement.

12. RATES AND CHARGES:

Rates and charges imposed by the Franchisee for service shall be subject to the approval of the Municipality and the New York State Public Service Commission to the extent consistent with applicable State and Federal law, and that rates for any service for which approval is required shall be deemed part of the Agreement whether or not the same is specifically set forth therein.

13. a) INSURANCE:

The Franchisee shall indemnify and hold harmless the Municipality from all liability, damage, cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct undertaken pursuant to the Agreement.

The Franchisee, its successors, representatives and assigns shall at all times keep in effect the following types of insurance and deliver certificates of such insurance to the Municipal Clerk. The Franchiser will be given a ten (10) day notice of any cancellation of insurance to wit.

b) WORKMEN'S COMPENSATION INSURANCE AND DISABILITY:

Franchisee shall carry Workmen's Compensation and Disability Insurance for its employees in such amounts as required by the laws of the state of New York.

c) PUBLIC LIABILITY INSURANCE:

The Franchisee will obtain liability insurance in a total overall amount of not less than \$1,000,000.00 insuring the said Franchisee and the Municipality against liability for personal injury or death or property damage by reason of the installations, servicing or operation of its plant and equipment or installations within the franchise area. This expense shall be solely the responsibility of the Franchisee.

Franchisee will furnish the Municipality evidence of such liability insurance policies, in the form of a certificate of insurance naming the Municipality as additional named insured.

14. DISCRIMINATION:

The Franchisee shall not, as to rates and charges, service facilities, rules, regulations or in any other respect, make or grant any preference or advantage to any person, nor subject any person to any prejudice or disadvantage, provided that nothing in this Agreement shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled.

15. TERMINATION:

Upon the termination of this Agreement or the discontinuance of cable television service, the Franchisee shall forthwith remove all cables, poles, buildings and other equipment from within the Municipality. Such property shall be moved within 150 days following the discontinuance of the cable television service or termination of the Agreement, and in the event that the same shall not be removed, the Municipal shall have the right to cause the same to be removed and the cost thereof shall be charged against the Franchisee and the said Municipality shall have a lien on any property so removed by it for the satisfaction of the debt created by the cost of the removal, thereof. During the term of this Franchise Agreement the Franchisee will not abandon any service or portion thereof without the written consent of the Municipality and the New York Public Service Commission.

16. SUBSCRIBER COMPLAINTS:

Franchisee shall provide notice to each subscriber, at intervals of not less than one (1) year, of the procedure for reporting and resolving subscriber complaints. Such notice may be written or by such other means as the New York State Public Service Commission may from time to time approve.

17. EQUAL EMPLOYMENT OPPORTUNITY:

Franchisee shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment, because of age, race, creed, color, national origin or sex.

18. DURATION:

The term of this Agreement shall be for fifteen (15) years, expiring fifteen (15) years from the date of approval of this Franchise Agreement by the New York State Public Service Commission. This Agreement shall be renewable in accordance with Part 891 of the New York State Public Service Commission Rules and Regulations.

19. INSPECTION:

The Municipality, by its Board, reserves the right to inspect all Franchisee's books, records, maps, plans, financial statements, and other like materials pertaining to this Agreement upon reasonable written notice and during normal business hours.

20. APPROVAL:

The terms of this Agreement are subject to the approval of the New York State Public Service Commission.

21. AUTHORIZATIONS:

Franchisee shall file request for all necessary authorizations with the New York State Public Service Commission within sixty (60) days of the effective date of this Agreement.

22. CONDITION:

Any conditions herein contained shall be subject to the laws, rules and regulations of any governmental body having authority over the this Agreement. In the event any of the terms contained herein are inconsistent with the laws, rules, or regulations of such body or agency, then the terms contained herein shall be made to comply with the laws, rules or regulations of the governmental body.

The Municipality has the right to adopt, in addition to the provisions contained in the Agreement and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power; provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted herein.

23. LIABILITY:

The Franchisee, its successors, representatives and assigns shall at all times hold harmless the Municipality from liability arising out of the presence of said Franchisee's equipment, agents, services, or employees and in addition will protect and save harmless the Municipality from any and all claims, verdicts, judgments or the like resulting from copyright or patent infringement or violation in connection with the programming and operation of said cable television service. Above does not apply to damage of Franchisee's physical plant due to action of Municipality or its employee(s) or contractor(s).

24. VIOLATION OF FRANCHISE:

PART 1:

The Municipality may revoke this Agreement and all rights of the Franchisee hereunder in any of the following events:

- a) Franchisee fails after 60 days prior written notice from the Municipality to substantially comply or to take reasonable steps to comply with a substantial material provision or material provisions of the Agreement; or
- b) Franchisee is adjudged as bankrupt; or

- c) Franchisee attempts or does practice a material fraud or deceit in securing of this Agreement, provided that an innocent misrepresentation shall not be grounds for revocation; or
- d) Franchisee fails after 60 days prior written notice to substantially complete technical rebuilds and upgrades as provided for in this Agreement; or
- e) Reporting fraudulent information to the Franchiser or displaying gross negligence in the preparation, transmission or maintenance of information required under this Agreement; or
- f) Failure to timely pay taxes or fees due Franchiser under this Agreement.

PART 2:

Notwithstanding the above, no revocation provided for in this Section shall be effective unless and until the Franchiser shall have adopted a resolution setting forth cause and reason for the revocation and the effective date thereof, which resolution shall not be adopted without 120 days prior written notice to the Franchisee and to have an opportunity for the Franchisee to be fully and fairly heard on the adoption of such resolution. If the revocation as proposed by such resolution depends on a finding of facts, such finding of facts shall be made by the Franchiser only after an administrative hearing providing the Franchisee with a fair opportunity to be heard, including the rights to introduce evidence, to produce evidence, and to question the final determination of such by appeal. A transcript shall be made of such hearing with the right of the Franchisee to appeal such final decision as available by law or federal or state regulation. All costs regarding transcripts shall be paid by the Franchisee.

PART 3:

If this Agreement and the rights hereunder are revoked or expire, Franchisee shall have the right to sell the franchise and the assets relating thereto to the Municipality or to any person, in the sole discretion of the Franchisee, for a purchase price no less than an equitable price, which for purposes of this Agreement shall be the fair market value of the cable television system valued as an ongoing business venture. The Franchisee shall be afforded at least one (1) year after any revocation to effect any sale. During such one-period, the Franchisee shall continue to operate the cable television system and provide cable television service.

25. JOINT USE TRENCH:

The Franchisee agrees to cooperate with other utility services in “common trenching” if the occasion for the same should arise. This paragraph does not mean Franchisee is required to do common trenching, but the Franchisee will either join in common trenching or provide its own trenching for installation of underground cable service in all areas where such underground service is required.

26. DISCLOSURE:

The Franchisee shall disclose the names and addresses of all principals together with respective interests in said venture, at any time requested by the Board of the Municipality upon written request to the Franchisee.

27. REQUEST OF FILINGS:

Copies of all New York State Public Service Commission and Federal Communications Commission filings shall be afforded to the Franchiser upon request at no cost.

28. TRANSFER OF SYSTEMS:

Submission of Information:

The Municipality shall require the Franchisee at its cost to submit any and all information pertinent to proposed transfer of assignment of its rights under this Agreement and to demonstrate how the proposed transfer will affect cable television service in the Municipality.

Approval:

No transfer or assignment of this Agreement may occur without 60 days advance written notification of the Municipality and approval by the New York State Public Service Commission.

29. WAIVERS OR EXTENSIONS:

The Franchisee may apply to the Municipality for a temporary waiver of any provision of this Agreement or for an extension of time to comply with a provision of this Agreement with prior approval of the New York State Public Service Commission. The Municipality may require the submission of any information by the Franchisee necessary to support the latter's request for the extension.

30. AMENDMENTS:

The parties agree to amend to their mutual satisfaction any provisions of this Agreement that become invalid and unenforceable during the term of this Agreement because of a change in law or regulations, within one (1) year of such change. In the interim, the parties agree to comply with the provisions of the new law or regulation. Amendments to the cable television franchise shall not be effective without the prior approval of the New York State Public Service Commission in accordance with Parts 892-1.1 – 1.5 of the New York State Public Service Commission Rules and Regulations.

31. ADMINISTRATION OF FRANCHISE:

The Municipal Board of the Franchiser is responsible for the continuing administration of the Franchise Agreement pursuant to Part 895.1(n) of the New York State Public Service Commission Rules.

32. FRANCHISE FEE:

In consideration of the terms of this Agreement, the Franchisee agrees to pay the Municipality a sum of money equal to 1% (percent) of gross subscriber revenues from all compensation received directly and indirectly by the Franchisee from its operations within the municipality with reductions for refunds or credits made to the subscriber, subject to Section 626 of the Real Property Tax Law of the State of New York. The Franchise Fee shall not include any taxes imposed upon the services furnished by the Franchisee. Equipment rental and sales, advertising, late charges, bad check fees, credit bureau fees, charges for lost or stolen equipment, pole rental, shopping channel commissions, charges made by third party companies operating on Franchisee's wires are not to be included. Voice services, pay per view, computer services, cable modem services, commercial data services, contributions to construction, and other non-video services shall not be included in gross subscriber revenues. Franchise Fees will be added to the Subscriber's bill and the actual amount collected will be remitted to the Municipality. Such fees shall be payable annually with 120 days of the closing of Franchisee's fiscal year.

If (i) any other person or entity become authorized to provide and/or does provide broadband cable television services within the municipality and utilizes any public rights-of-way within the municipality or other property or facilities of the Municipality, or (ii) the Franchisee's Cable Communications System becomes subject to "effective competition," as defined by the regulations of the Federal Communications Commission, then in either such event the terms of this Agreement shall be modified, with New York State Public Service Commission approval, such that they are not more onerous on the Franchisee than the terms under which such other enterprise(s) operate. The Municipality to the extent it may lawfully do so, will require all such other providers of broadband cable television services to obtain a franchise or similar authorization from the Municipality.

33. ENFORCEMENT:

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

34. CABLE COMMUNICATIONS POLICY ACT OF 1984:

Any right, power, privilege or obligation granted or imposed upon the Franchisee under or by virtue of the Cable Communications Policy Act of 1984, as amended shall take precedence over any inconsistent or contrary provision contained in the Agreement.

35. FREE BASIC SERVICE:

The Franchisee shall provide free basic service to any municipal building or public school, in which the cable system encompasses. Franchisee is required to install up to 300 ft overhead service wire only.

36. CONSUMER PROTECTION STANDARDS:

The Franchisee will comply with the rules and regulations of the New York State Public Service Commission regarding Customer Service Consumer Protection Standards in Parts 890 & 896.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this Agreement on the date first written above.

Town of Hector

By: Benjamin R. Decker
Franchise Supervisor

Empire Video Services Corporation

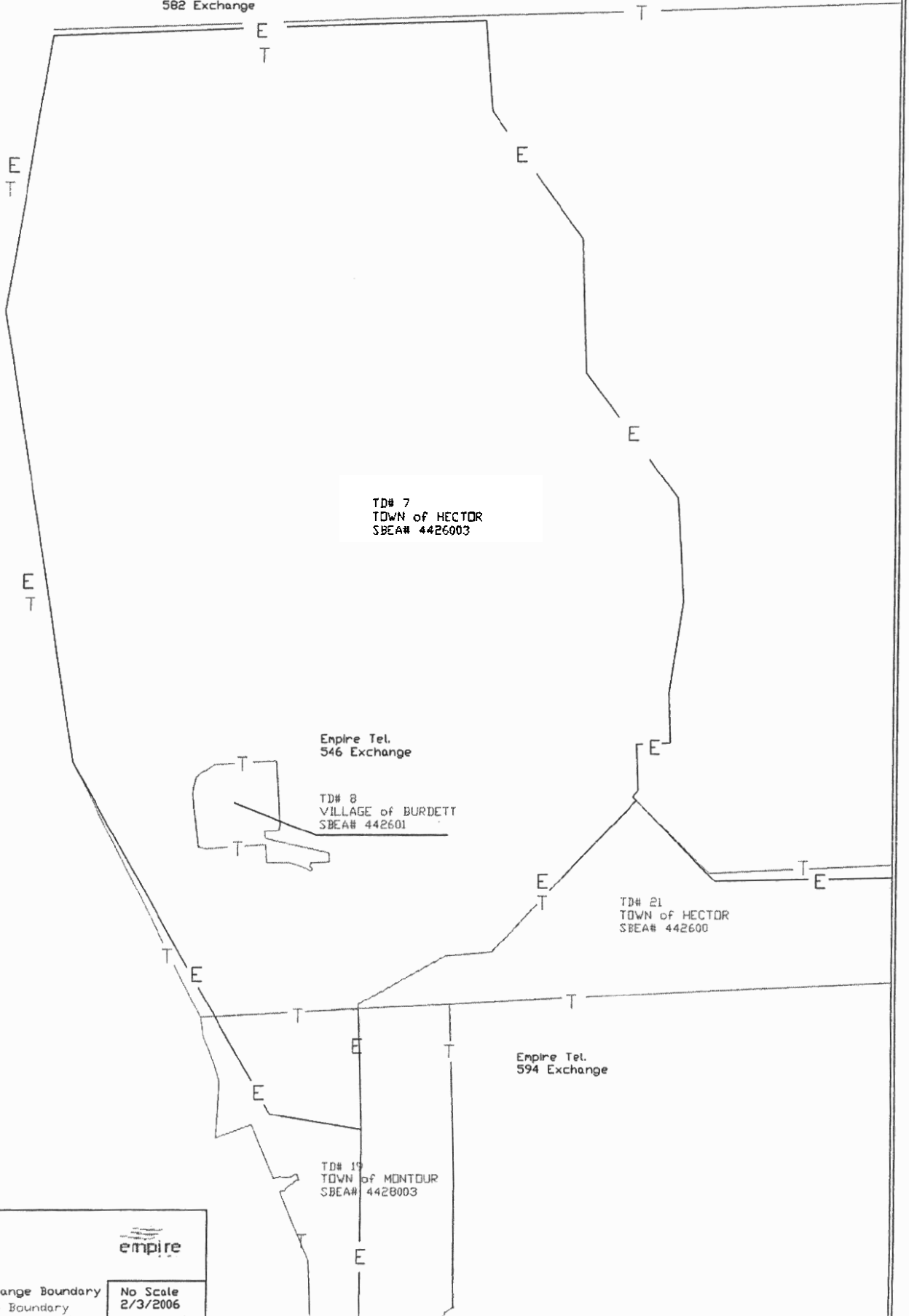
By: B. R. Wagner
Brian R. Wagner
Executive Vice President

Exhibit A

Map

TD# 10
TOWN of LODI
SBEA# 4526003

Empire Tel.
582 Exchange



TD# 7
TOWN of HECTOR
SBEA# 4426003

Empire Tel.
546 Exchange

TD# 8
VILLAGE of BURDETT
SBEA# 442601

TD# 21
TOWN of HECTOR
SBEA# 442600

Empire Tel.
594 Exchange

TD# 19
TOWN of MONTOUR
SBEA# 4428003

EMPIRE TELEPHONE CORP.
77-546-XXXX EXCHANGE AREA
TOWN OF HECTOR, MONTOUR AND
VILLAGE OF BURDETT
HUYLER COUNTY, NEW YORK



—E— Exchange Boundary
—T— Town Boundary

No Scale
2/3/2006

Exhibit B

Certificate of Publication regarding the Notice of Public Hearing

RECEIVED MAY 26 2006

State of New York

County of Schuyler,

ss: *Patricia Pierce*, Watkins Glen, N.Y., being
duly sworn, says she is the *billing clerk*

of the WATKINS EXPRESS, a newspaper published weekly in the Village
of Watkins Glen, Schuyler County, New York, and that the

legal notice
of which the annexed is a copy, has been regularly published in said
newspaper once a week for *24* weeks, successively,
commencing on the *24* day of *May*, 2006

and ending on the *24* day of *May*, 2006
the day of the last publication thereof.

Subscribed and sworn to before me this *24th* day of *May*, 2006

Patricia Pierce

Diana M Overhiser
Notary Public, State of New York
No. 010V6117312
Expires Oct 25, 2006

Notary Public.

row takes over the post that's been held by Interim Principal Brian O'Donnell for school year.

O'Donnell is retired from the Hins Glen High School Principal position.

The school district contracted O'Donnell last

when James

was appointed superintendent

serving as the School Principal himself for a

S.Young

me says

row's appointment will be held on at the June 8 Board of Education meeting and will be effective July 1.

At the same time, Sandy Young, current Middle School prin-

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Serequel, an antipsychotic drug, has been linked to diabetes, pancreatitis, diabetic ketoacidosis (DKA) and even death. If you or a loved one have experienced any of these health problems, call us now toll free at 1-800-THE-EAGLE for a free consultation. We practice law only in Arizona, but associate with lawyers throughout the U.S.

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LEGAL NOTICES

NOTICE OF SALE SUPREME COURT. COUNTY OF SCHUYLER. WELLS FARGO BANK N.A. SUCCESSOR BY MERGER TO WELLS FARGO HOME MORTGAGE, INC., Plaintiff, AGAINST HOWARD M. HOVER, JR., Defendant(s).

Pursuant to a judgment of foreclosure and sale duly dated 7/15/2005, I, the undersigned referee will sell at public auction at the Back Entrance of The Schuyler County Courthouse, 110 N. Franklin Street, Village of Watkins Glen, New York, on 1/9/2006 at 4:00 P.M. premises known as 204 Owens Place, Odessa, NY 14869. All that certain plot piece or parcel of and, with the buildings and improvements thereon erected, situated, lying and being in the Village of Odessa, Town of Catherine, County of Schuyler, and State of New York, Section, block and Lot: B7-12-1-18. Approximate amount of lien: \$48,727.29 plus interest and costs. Premises will be sold

LEGAL NOTICES

subject to provisions of filed Judgment Index #145/05. Mark Gugino, Esq., Referee. STEVEN J. BAUM, P.C., Attorney for Plaintiff P.O. Box 1291, Buffalo, NY 14240-1291 Dated: 5/2/2006.

LEGAL NOTICE NOTICE OF FORMATION NAME: SENECA MARINE HOLDINGS LLC. Articles of Organization filed with Secretary of State of New York (SSNY) on May 2, 2006. Principal office: in Schuyler County, New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to: 1. North Franklin Street, Watkins Glen, NY 14891, Attn: Member. Purpose: Any and all lawful activities.

NOTICE OF FORMATION OF LIMITED LIABILITY COMPANY (LLC)
1. The name of the LLC is GLENVIEW DAIRY LLC. 2. The date of the filing of the Articles of Organization with Secretary

LEGAL NOTICES

of State of the State of New York (SSNY) is April 28, 2006. 3. The office within New York State of the LLC is located in Schuyler County. 4. The SSNY is designated as agent of the LLC upon whom process against it may be served. The post office address to which the SSNY shall mail a copy of any process against the LLC served upon him or her is: 4060 Bergen Rd., Odessa, NY 14869. 5. The specific date upon which the LLC is to dissolve is NONE. 6. The purpose of the business of the LLC is to engage in any lawful business purpose, including, but not limited to, commercial dairy farming and all activities related thereto.

LEGAL NOTICE NOTICE OF COLLECTION OF THE 2006-2007 TAXES FOR THE VILLAGE OF ODESSA. The undersigned, having received the tax roll and warrant for the collection of taxes levied for the fiscal year 2006-2007 in the amount of \$128,404.55 will receive payment of taxes at

LEGAL NOTICES

the Village Clerk's office in the Municipal Building daily, Monday through Thursday 8am to Noon and 4pm to 6pm and Fridays 9am-2pm. Payments can be made from June 1, 2006 until June 30, 2006 without penalty. On taxes remained unpaid after July 1, 2006, interest and five percent (5%) will be added for the month of July and one percent (1%) for each month of fraction thereof until paid. Krisb A. Pierce, Odessa Clerk-Treasurer Dated: 5/12/06

TOWN OF HECTOR PUBLIC HEARING CABLE TV FRANCHISE LICENSE
The Town of Hector Town Board will hold a Public Hearing on Tuesday, June 13, 2006 at 7:00 p.m. at the Town Hall for the purpose of considering a Cable Television Franchise application from Empire Video Services Corporation. Copies of the franchise application are available for public inspection Monday through Friday from 9 a.m. to 3 p.m. at the Town Clerk's

LEGAL NOTICES

Office. Dated: May 18, 2006. Signed: Jane M.V. Ike, Clerk.

LEGAL NOTICE
The Village of Watkins Glen Board of Trustees will hold a Special Board Meeting on Wednesday, May 31, 2006 at 7 p.m. in the Board Room of the Municipal Building, 303 N. Franklin Street, Watkins Glen, NY. The purpose of the meeting is to take action on the end of year fiscal matters and seasonal hires. Donna J. Beardsley, Clerk-Treasurer.

LEGAL NOTICE PUBLIC HEARING VILLAGE OF MONTOUR FALLS
PLEASE TAKE NOTICE a public hearing will be held by the Board of Trustees for the Village of Montour Falls on the 5th day of June, 2006, 7:15 p.m. in the Village Hall, 408 W. Main Street, Montour Falls, to hear comments on LOCAL LAW #2-2006 AMENDING THE CODE OF THE VILLAGE OF MONTOUR FALLS TO PROHIBIT FEEDING

LEGAL NOTICES

OF CANADA GEESE, A copy of the proposed amendment may be examined at the Office of Village Clerk, Suzanne Casseberry, Clerk-Treasurer, Village of Montour Falls, Dated: May 19, 2006.

LEGAL NOTICE PUBLIC HEARING VILLAGE OF MONTOUR FALLS
PLEASE TAKE NOTICE a public hearing will be held by the Board of Trustees for the Village of Montour Falls on the 5th day of June, 2006, 7:30 p.m. in the Village Hall, 408 W. Main Street, Montour Falls, to hear comments on LOCAL LAW #3-2006 AMENDING THE CODE OF THE VILLAGE OF MONTOUR FALLS CHAPTER 156-21 A.3(a) SEWER RATES. A copy of the proposed amendment may be examined at the Office of Village Clerk, Suzanne Casseberry, Clerk-Treasurer, Village of Montour Falls, Dated: May 18, 2006.

Exhibit C

Resolutions adopted by the Municipality

**TOWN OF HECTOR
REGULAR AUDIT MEETING
July 11, 2006**

Members Present:

Benjamin R. Dickens, Supervisor
Alvin White, Councilman
Diane Carl, Councilwoman
Michael Bergen, Councilman
Jeffrey Mangus, Councilman
S. David Poyer, Councilman

Others:

Jane M. V. Ike, Clerk	
Cliff Yaw	Janine Bond
Dale Friends	Mark Smith
Dale Walter	Ralph Ward
Linda Arcangeli	Martin Geck
Ruth Givin	Beverly Morley
Naomi Kingsley	Donnalee Dunham
Tim O'Hearn	Frank & Mrs. Banks
Cora Lee Brown	Beth Begany
Mark Smith	Tom Bloodgood
Scott & Ginger Condie	3 others

Called to order at 7:00pm by Supervisor Dickens.

RESOLUTION #122 – offered by D. Carl, seconded by A. White
Resolve to approve the minutes of June 13, 2006 as written. Ayes 6, Nays 0

RESOLUTION #123 – offered by A. White, seconded by J. Mangus
Resolved to approve Journal Entry # as per attached to allocate donations from dumpster day to pay the bill from Swarthout's. Ayes 6, Nays 0

RESOLUTION #124 – offered by D. Carl, seconded by A. White
Resolved to authorize the Supervisor to pay the bills from the following funds: General Vouchers #224 thru #260 - \$10038.85; Highway Vouchers #147 thru #170 - \$64073.85; Water District #1 Vouchers #102 thru #116 - \$4719.94. Ayes 6, Nays 0

Public Comment Period: 7:05pm – Beth Begany reported that the Humane Society has trapped feral cats in two colonies in the Town of Hector over Memorial weekend. The program traps, spays and then returns the cats. Comment period closed at 7:08pm.

Public Hearing – Burdett Fire Department – Incorporation

Hearing opened at 7:08pm for comments – Village Board has already approved. This will allow the fire department to borrow and own their own equipment in addition to doing fund raisers for certain projects without all monies going to the Village. Hearing closed at 7:15pm

RESOLUTION #125 – offered by A. White, seconded by J. Mangus
Resolved to approve the incorporation of the Burdett Fire Department and authorize the Town Supervisor and Town Board Members to sign the papers. Ayes 6, Nays 0

Empire Video Cable Franchise – Brian Wagner

Alvin asked how long before the waiver will be acted on by the PSC? Our Attorney for the Town requested wording regarding the build out be added. Telephone company franchise area is where they wish to provide service. They cannot go outside their phone franchise area which does not follow Town boundaries. They must get a waiver in order to proceed. Looking for approval from the Town contingent upon approval of the waiver by the PSC.

Town of Hector Minutes – July 11, 2006 – continued**RESOLUTION #126 – offered by A. White, seconded M. Bergen**

Resolved to grant the Franchise Agreement to Empire Video Services Corporation and further resolved to authorize the Supervisor to sign the agreement upon approval of the waiver from the PSC. Ayes 6, Nays 0

Sign Permit: Martin Geck submitted an application for a permit to install a sign approximately 15 feet high containing two 4x6 foot signs to advertise for off premise businesses. Hoping to advertise local businesses. The sign will be located on his property on Route 79 in Bennettsburg.

RESOLUTION #127 – offered by D. Carl, seconded by A. White

Resolved to approve the application submitted by Martin Geck for a sign permit to erect and maintain a bill board containing to 4x6 foot signs to advertise local businesses on Route 79 in Bennettsburg. Ayes 6, Nays 0

Department Reports:

Assessment: Tim O'Hearn and Tom Bloodgood met with our committee to discuss a proposed new assessment program. See positive outcome if works as planned. Would be less cost to the Town. The program would keep assessments uniform and up to 100% of market value. With an inter-municipal agreement we would appoint the Assessor and maintain the office at the Town. Looks to be a good option – need to partner with another Town to make work. Sales are still going very high throughout the County. If Hector takes the lead, this will most likely work. Our Assessor would become an employee of the County with the appointment controlled by the Town. What happens if the Town wants to get out? There will be a clause in the agreement for opting out. The caps would be formed under the County umbrella. Ben is willing to meet with Cayuta or other Towns in support of this arrangement to begin in 2007. Questions asked regarding the charge backs – Town's expense would be cut approximately in ½ - County's would remain about the same.

RESOLUTION #128 - offered by A. White, seconded by D. Carl

Resolved that we respond to the County that we are interested in pursuing the inter-municipal agreement with the County for Assessment purposes. Ayes 6, Nays 0

Increase in tentative roll is approximately \$4.2 million. Lots of new permits. Beverly will be attending school next week at Cornell. Contract with Mike Coles has been signed. Currently defining neighborhoods – Trumansburg/Watkins, Lake, Odessa/South Seneca, Lake views, etc.

Water District #1:**RESOLUTION #129 – offered by A. White, seconded by D. Carl**

Resolved to authorize the Supervisor to sign two agreements with Chatfield Engineering Services in order to recover funds from the project funding. Ayes 6, Nays 0

Water Board meetings are changing to the first Tuesday of each month at VLH Fire House at 6:30pm. Final application to DWSRF will be pulled together July 12th and submitted. Expect to get approval in September possibly.

Highway: We had a few wash outs with last couple of storms – not as bad as other places. Working on Kelsey Road to prepare for detour and Drew Road.

Exhibit D

Certificate of Publication regarding the Notice of Filing of this Application

State of New York

County of Schuyler,

SS: Patricia Pierce

Patricia Pierce, Watkins Glen, N.Y., being duly sworn, says she is the billing clerk of the WATKINS EXPRESS, a newspaper published weekly in the Village of Watkins Glen, Schuyler County, New York, and that the legal notice of which the annexed is a copy, has been regularly published in said newspaper once a week for 1 weeks, successively, commencing on the 2 day of May, 2007, and ending on the 2 day of May, 2007, the day of the last publication thereof.

Subscribed and sworn to before me this 2nd day of May 2007

Dianna M Overhiser

Notary Public, State of New York No. 010V6117312 Expires Oct 25, 2008

Notary Public.

Dated: March 19, 2007, Denis J. Amisano, Organizer.

LEGAL NOTICE PUBLICATION NOTICE OF ORGANIZATION OF THE APPEAL LLC

Under section 206 of the Limited Liability Company Law The name of the Limited Liability Company is the Appeal LLC ("Company"). Its Articles of Organization were filed with the Secretary of State on January 19, 2007. The office of the Company is to be located in Schuyler County, New York. The Secretary of State has been designated as agent upon whom process against the company may be served. The post office address to which the Secretary of State shall mail process is 3360 Country Line Road, Watkins Glen, New York 14891. The purpose of the business of the Company is to engage in general business enterprises. Dated: March 19 2007 Denis J. Amisano, Organizer.

LEGAL NOTICE

Notice of Formation of La Casita, LLC. Arts. of Org. filed with Secy. of State of N.Y. (SSNY) on 3/12/07. Office location: Schuyler County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o United Corporate Services, Inc., 10 Bank St., Ste. 560, White Plains, NY 10606, registered

mortgage being recorded in the Schuyler County Clerk's Office as follows: (1) mortgage in the amount of \$31,500.00 recorded in the Schuyler County Clerk's Office on August 11, 1986 in Liber 178 of Mortgages Page 312; (2) mortgage in the amount of \$18,000.00 recorded in the Schuyler County Clerk's Office on November 15, 1994 in Liber 245 of Mortgages at Page 637; and (3) mortgage in the amount of \$43,158.00 dated November 11, 1994, recorded in Schuyler County Clerk's Office on November 15, 1994 in Liber 245 of Mortgages at Page 639. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Petition.

LEGAL NOTICE

Notice is hereby given, that at the April 9, 2007 Regular Meeting of the Schuyler County Legislature, following a Public Hearing on proposed Local Law Intro. No. 1/Local Law No. 2 of the Year 2007, Resol. on No. 112, on motion by Bingeli, second by Marcellus, was passed seven ayes to zero noes, enacting Local Law Intro. No. 1/Local Law No. 2 of the Year 2007. A Local Law to amend Local Law No. 2 of the Year 1974 to add wording to Section 5 and 7 for the Environmental Management Council. Be it

that member shall recuse his or herself from all deliberations and discussion and any votes of the Council concerning that issue. This Local Law shall take effect immediately upon passage. Dated: April 10, 2007, Stacy B. Husted, Clerk, Schuyler County Legislature.

LEGAL NOTICE NOTICE OF SALE

Supreme Court: County Of Schuyler - Wells Fargo Bank, N.A. Successor By Merger To Wells Fargo Home Mortgage, Inc., Plaintiff, Against Alton A. Hakes, et Al, Defendant(s). Pursuant to a judgment of foreclosure and sale duly dated 3/30/2007, I, the undersigned Referee will sell at public auction at the 105 9th Street in the Village of Watkins Glen, in the County of Schuyler, New York, on 6/1/2007 at 10:00 AM, premises known as 3626 East Lamoka Lake, A/K/A 3626 E. Lamoka Lake, Bradford, NY 14815. All that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of TYRONE, County of Schuyler and State of New York, Section, Block and Lot: 49.11-1-2. Approximate amount of judgment \$60,625.80 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index #316/06. John C. T. Hayes, Esq., Referee, STEVEN J. BAUM, P.C., Attorney for Plaintiff P.O. Box

The County of Schuyler reserves the rights to accept or reject any and all bids. Dated: April 25, 2007. Stacy B. Husted, Clerk, Schuyler County Legislature.

LEGAL NOTICE NOTICE OF FILING

Notice is hereby given that Empire Video Service Corporation has entered into a Franchise Agreement to operate a cable television system in the Town of Hector, New York. The Franchise Agreement is on file with the State of New York Public Service Commission. Any interested parties to this matter may file comments with the Commission within 10 days of this publication.

LEGAL NOTICE VILLAGE OF ODESSA PUBLIC HEARINGS

Please take notice- the Village of Odessa will be holding A Public hearing on Wednesday, May 9, 2007 at 7pm in the Village Municipal Building, located at 300 E. Main Street, Odessa, in regards to proposed Local Law No. 3 of 2007, on the Village Code of Ethics, this local law will repeal Local Law No. 3 of the year 1994. A copy of Local Law 3-2007 may be obtained at the Village office during business hours. Kristi A. Pierce, Clerk/Treasurer. Dated April 27, 2007.

LEGAL NOTICE

Please take notice, The Village of Watkins Glen is accepting

Exhibit E

Full Environmental Assessment Form

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

Name of Action

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from responsible officer)

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 Cable Television Franchising

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

The action is located in the Town of Hector, along the roads within the ILEC boundary of ETC, as described in the attached map.

Name of Applicant/Sponsor Empire Video Services Corporation

Address 34 Main Street

City / PO Prattsburgh State NY Zip Code 14873

Business Telephone (607) 522-3712

Name of Owner (if different) N/A

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

This project entails offering for hire video programming (i.e. cable television service) over the existing telephone facilities owned by Empire Telephone Corporation ("ETC"), the parent company of the Applicant. The provision of video programming will be accomplished by installing video software-laden subscriber access multiplexer ("DSLAM") converter boxes at each existing wire center within ETC's telephone infrastructure. As video programming will be offered to existing subscribers of telephone services, fiber optic cable needed to provide video programming to those customers is already installed. No other exclusively cable-related equipment will be installed. No physical alterations to the environment are involved in this action.

The proposed action does not meet the definitions of either a Type I or Type II actions, as described in Sections 617.4 and 617.5 of 6 NYCRR, and, therefore, it is an unlisted action.

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: under 1 acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	<u>0</u> acres	<u>0</u> acres
Forested	<u>0</u> acres	<u>0</u> acres
Agricultural (Includes orchards, cropland, pasture, etc.)	<u>0</u> acres	<u>0</u> acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	<u>0</u> acres	<u>0</u> acres
Water Surface Area	<u>0</u> acres	<u>0</u> acres
Unvegetated (Rock, earth or fill)	<u>0</u> acres	<u>0</u> acres
Roads, buildings and other paved surfaces	<u>0</u> acres	<u><1</u> acres
Other (Indicate type) _____	<u> </u> acres	<u> </u> acres

3. What is predominant soil type(s) on project site? None

- 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

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

5. Approximate percentage of proposed project site with slopes:

- 0-10% 0% 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? N/A (in feet)

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

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

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

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

Describe:

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

Yes No

If yes, explain:

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

15. Streams within or contiguous to project area:

N/A

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

N/A

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

N/A

b. Size (in acres):

N/A

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
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

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: _____ acres.
- b. Project acreage to be developed: _____ acres initially; _____ acres ultimately
- c. Project acreage to remain undeveloped: _____ acres.
- d. Length of project, in miles: 191.53 (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. _____ %
- f. Number of off-street parking spaces existing _____; proposed _____
- g. Maximum vehicular trips generated per hour: _____ (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: _____ height; _____ width; _____ length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? _____ ft.

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? 0 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? 0 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: 1 months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated _____ (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 0; after project is complete 0

10. Number of jobs eliminated by this project 0.

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)

The provision of video programming will result in virtually no increase in energy use.

22. If water supply is from wells, indicate pumping capacity _____ 0 gallons/minute.

23. Total anticipated water usage per day _____ 0 gallons/day.

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

If yes, explain:

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

N/A (No new construction or use is involved.)

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?

N/A

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

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

[Empty text box for question 7]

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

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

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 John T. Pattison  Date 5/16/07

Signature _____

Title Agent for Empire Video Services Corporation

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

Exhibit F

Addendum to the Full Environmental Assessment Form

**ADDENDUM TO THE FULL ENVIRONMENTAL ASSESSMENT FORM
OF EMPIRE VIDEO SERVICES CORPORATION
RELATING TO A CABLE TELEVISION FRANCHISE IN THE
TOWN OF HECTOR, NEW YORK**

Empire Video Services Corporation, a New York corporation ("EVSC"), hereby files this Addendum, amending the Full Environmental Assessment Form included in EVSC's Application for a Certificate of Confirmation approving the Franchise Agreement to provide cable television services in the Town of Hector ("Town").

The Franchise Agreement will enable EVSC to deliver video programming over the existing telephone facilities of Empire Telephone Corporation, the parent company of EVSC ("Facilities"). The Facilities are currently installed throughout the Town and are used to provide voice and data services to subscribers. It is EVSC's position that the delivery of video programming over the Facilities does not entail construction, extension, modification, or repair and, thus, is not included within any "action" described in the State Environmental Quality Review Act ("SEQRA"). Moreover, any future construction, extension, modification, or repair of the Facilities would fall within the Commission's authority to require EVSC and Empire Telephone Corporation to seek review under SEQRA and other laws. Nevertheless, at Staff's request, EVSC is providing this Addendum concerning work on the Facilities which could be undertaken in the Town subsequent to the Commission's approval of the Franchise Agreement.

Setting

The Town is located in Schuyler County. As of the 2000 Census, the Town had a population of 4,854 within a total area of approximately 112.5 square miles. 102.5 square miles of it is land and 10.0 square miles (8.88%) of it is water.

The Town contains portions of agricultural districts, but is not substantially contiguous to a National Natural Landmark. While the Town does not contain any state registered historic sites, it does contain one nationally registered historic site. The Town does not contain any critical environmental areas. EVSC's policy is to conform to all applicable laws and regulations in placing its facilities, including any special requirements that may be applicable to historic sites, districts, or landmarks.

A portion of the Town may be located above aquifers. The Town is not within a coastal area, but it has ten (10) designated wetland areas and a designated 100-year flood plains. EVSC's extensions and drop wires are and will be placed only to serve existing or future residences and businesses and will be consistent with physical arrangements for the provision of non-video communications services (voice, data), and other types of utility service, to such areas. As previously stated video programming will be delivered over the existing distribution routes and supporting structures of Empire Telephone Corporation. Thus, EVSC's construction activities would not impact otherwise undeveloped areas, Cable service is already provided within the franchise area by the incumbent, Haeefe TV, Inc.

Following is a list of resources that further describe environmental issues and natural and historic sites in the Town:

1. List of Schuyler County Agricultural Districts, attached hereto as Exhibit 1 and made a part hereof;
2. List of Critical Environmental areas in Schuyler County, showing that none are listed for the Town, attached hereto as Exhibit 2 and made a part hereof;
3. Unconsolidated Aquifers in Upstate New York – Finger Lakes Map, Record Number 87-4122, showing the location of the aquifers in the area, attached hereto as Exhibit 3 and made a part hereof;
4. Schedule of Freshwater Wetlands in the Town, attached hereto as Exhibit 4 and made a part hereof;
5. The flood plain maps, issued by the Federal Emergency Management Agency, for the Town, attached hereto as Exhibit 5 and made a part hereof; and
6. List of Nationally Registered Historic sites, attached hereto as Exhibit 6, and made a part hereof.

Description of Potential Construction Activities

If extension of the Facilities were to be under taken following award of the franchise, any construction in the Town's rights-of-way with respect to cable television services would only involve facilities that will also be used for Empire Telephone Corporation's services. Construction of the Facilities has been completed for approximately sixty-six percent (66 %) of the area in the Town.

When a household requests cable television services, drop wires will be run to the home only if that home did not already subscribe to Empire Telephone Corporation's services. Because a large number of customers already subscribe to Empire Telephone Corporation's service, the number of households that would require new facilities is nominal.¹ In terms of the potential environmental impact of drop placement activities, the fiber and copper drops do not differ in any significant respect from industry standard facilities that are commonly used by Empire Telephone Corporation.

¹ In general, EVSC's outside plant may include both aerial and underground facilities. Some of the work related to the extension of the Facilities and the placement of drops may therefore be underground.

Exhibit 1

List of Schuyler County Agricultural Districts

**Schuyler County
Agricultural Districts**

District Number	Towns Partially Included
1	Hector
2	Tyrone, Orage, Dix, Reading
3	Montour, Catharine, Cayuta

Exhibit 2

List of Critical Environmental areas in Schuyler County



Critical Environmental Areas in Schuyler County

More information from this division:

*Division of Environmental Permits
SEQR*

There are no critical environmental areas presently listed for Schuyler County.

[Return to Critical Environmental Areas under SEQR](#)

[Back to top of page](#)

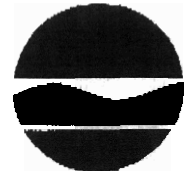
Exhibit 3

Unconsolidated Aquifers in Upstate New York

Exhibit 4

Schedule of Freshwater Wetlands in the Town

New York State Department of Environmental Conservation
Division of Fish, Wildlife and Marine Resources, Region 8
Bureau of Habitat
6274 East Avon-Lima Road, Avon, New York 14414-9519
Phone: (585) 226-5442 • FAX: (585) 226-9789
Website: www.dec.state.ny.us



April 5, 2007

Kimberly Y. Fleming, Esq.
Harter, Secrest & Emory LLP
1600 Bausch & Lomb Place
Rochester, New York 14604

Dear Ms. Fleming,

In response to your request of 3/29/07 I have looked for New York State Freshwater Wetlands in the Villages and Towns which you listed.

Please note that if a wetland overlaps a Town boundary it will show up in the count for both towns (e.g.: MF-1 is in both Hector and Montour). The wetland acres (found on the enclosed lists) will be the size of the entire wetland, not just the acreage located in the given town.

Also note that a figure for UPL (upland inclusions) shows at the bottom of some lists. This is not another wetland for your number count.

I do not list the wetlands for the Town of Newfield because Newfield is in DEC Region 7 and we do not have that information.

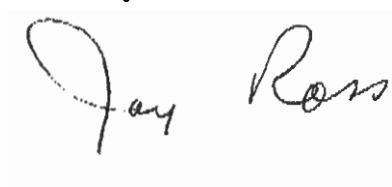
Village or Town **Number of New York State Freshwater Wetlands**

Village of Burdett	none
Village of Lodi	none
Village of Odessa	2 (MF-4 and MF-3, both class 3)

Town of Pultney	9
Town of Catherine	8
Town of Alabama	25
Town of Alexander	29
Town of Batavia	46
Town of Cayuta	1
Town of Hector	10
Town of Italy	6
Town of Jerusalem	10
Town of Lodi	2

Town of Montour	1
Town of Ovid	2
Town of Pembroke	31
Town of Prattsburgh	10
Town of Urbana	4
Town of Veteran	2
Town of Wheeler	15
Town of Hector	10

Sincerely,
Jay Ross

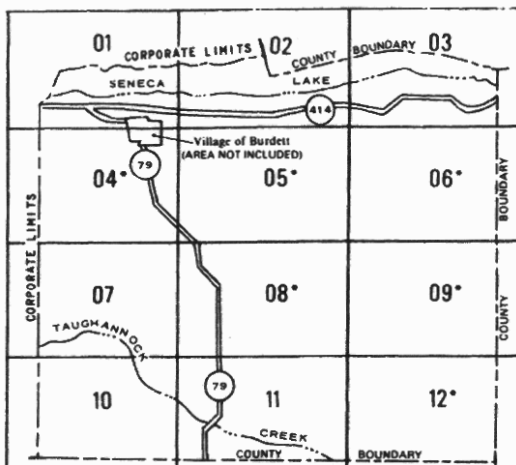
A handwritten signature in black ink that reads "Jay Ross". The signature is written in a cursive style with a large initial "J" and "R".

Fish and Wildlife Technician

WET ID	Hector	CLASS	WETL
LO-1		2	43.1
MB-5		3	22.3
BU-4		3	22.9
BU-2		2	18.7
BU-1		2	20.9
BU-3		2	147.3
MF-1		1	754.8
MB-3		2	43.9
MB-4		2	88.2
MB-2		2	37
			37
			10

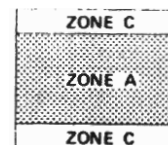
Exhibit 5

Flood Plain Maps



*PAGE NOT PRINTED-AREA IN ZONE C

KEY TO SYMBOLS



ZONE DESIGNATIONS*

Base Flood Elevation Limit with elevation in feet ~ 513 ~
 Base Flood Elevation where uniform within zone (EL 987)
 Elevation Reference Mark RM7
 River Mile + M1.5

*EXPLANATION OF ZONE DESIGNATIONS

A flood insurance map displays the zone designations for a community according to areas of designated flood hazards. The zone designations used by FEMA are:

- | Zone | Explanation |
|--------|---|
| A | Areas of 100-year flood, base flood elevations and flood hazard factors not determined |
| AO | Areas of 100-year shallow flooding, flood depth 1 to 3 feet, product of flood depth flood and velocity (that get exposed) less than 15 |
| AN | Areas of 100-year shallow flooding where depths are between one (1) and three (3) feet, base flood elevations are shown, but no flood hazard factors are determined |
| A1-A30 | Areas of 100-year flood, base flood elevations and flood hazard factors are determined |
| 999 | Areas of 100-year flood to be protected by a flood protection system under construction, base flood elevations and flood hazard factors not determined |
| B | Areas between limits of 100-year flood and 500-year flood, areas of 100-year shallow flooding where depths less than 1 foot |
| C | Areas outside 500-year flood |
| D | Areas of undetermined, but possible, flood hazard |
| V | Areas of 100-year coastal flood with velocity (wave setup), base flood elevations and flood hazard factors not determined |
| V1-V30 | Areas of 100-year coastal flood with velocity (wave setup), base flood elevations and flood hazard factors determined |

NOTES TO USER

Certain areas not in the special flood hazard areas (zones A and V) may be protected by flood control structures.

This map is for flood insurance purposes only. It does not necessarily show all areas subject to flooding in the community or all geographic features. Special flood hazard areas.

Refer to the FLOOD INSURANCE RATE MAP EFFECTIVE date shown on this map to determine when actual rates apply to structures in the area, where elevations or depths have been assigned.

To determine if flood insurance is available in this community, contact your insurance agent, or call the National Flood Insurance Program, at (800) 638-6420.

INITIAL IDENTIFICATION: DECEMBER 8, 1974
 FLOOD HAZARD BOUNDARY MAP REVISIONS: OCTOBER 24, 1976
 FLOOD INSURANCE RATE MAP EFFECTIVE: JULY 20, 1984
 FLOOD INSURANCE RATE MAP REVISIONS:

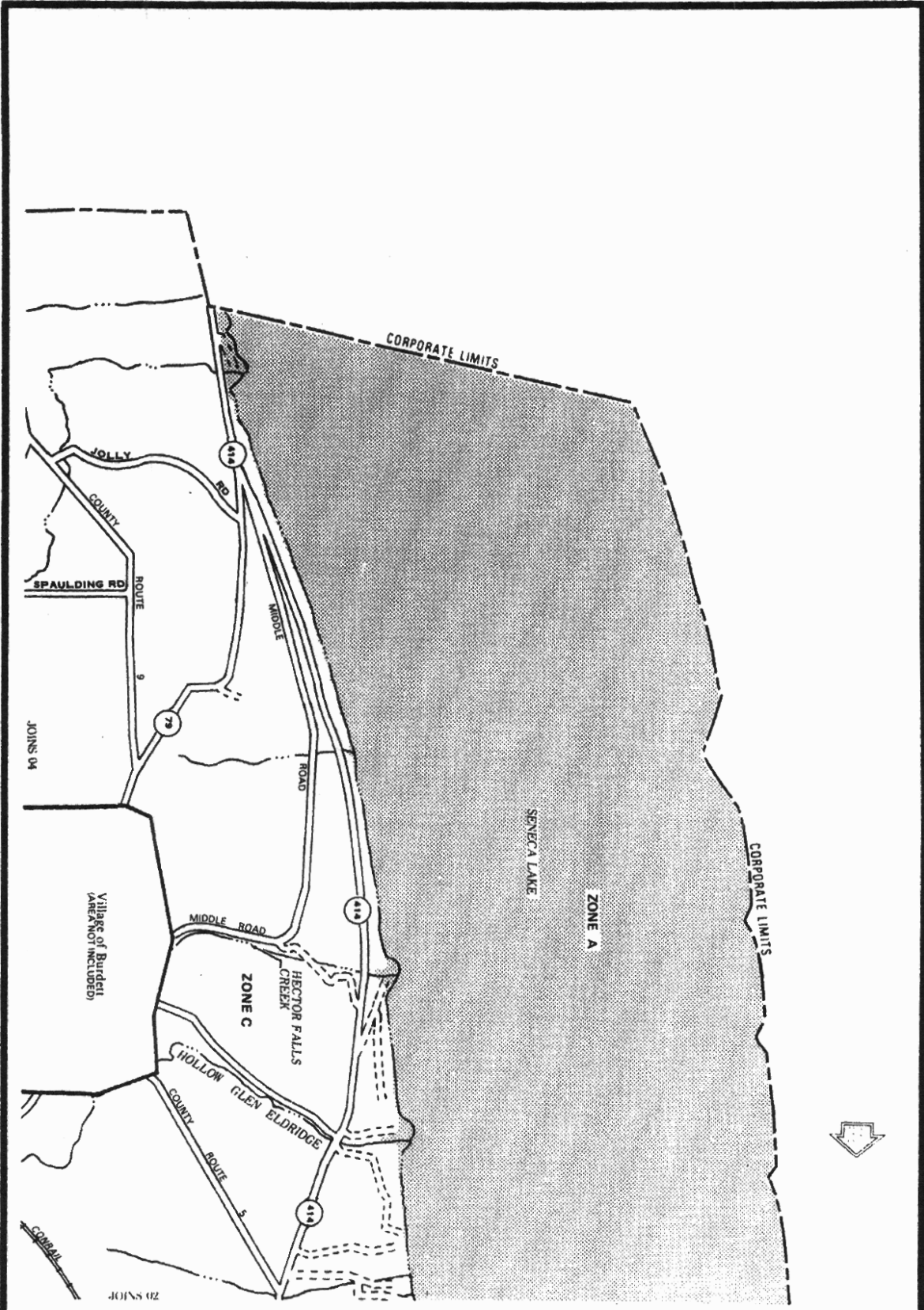


federal emergency management agency

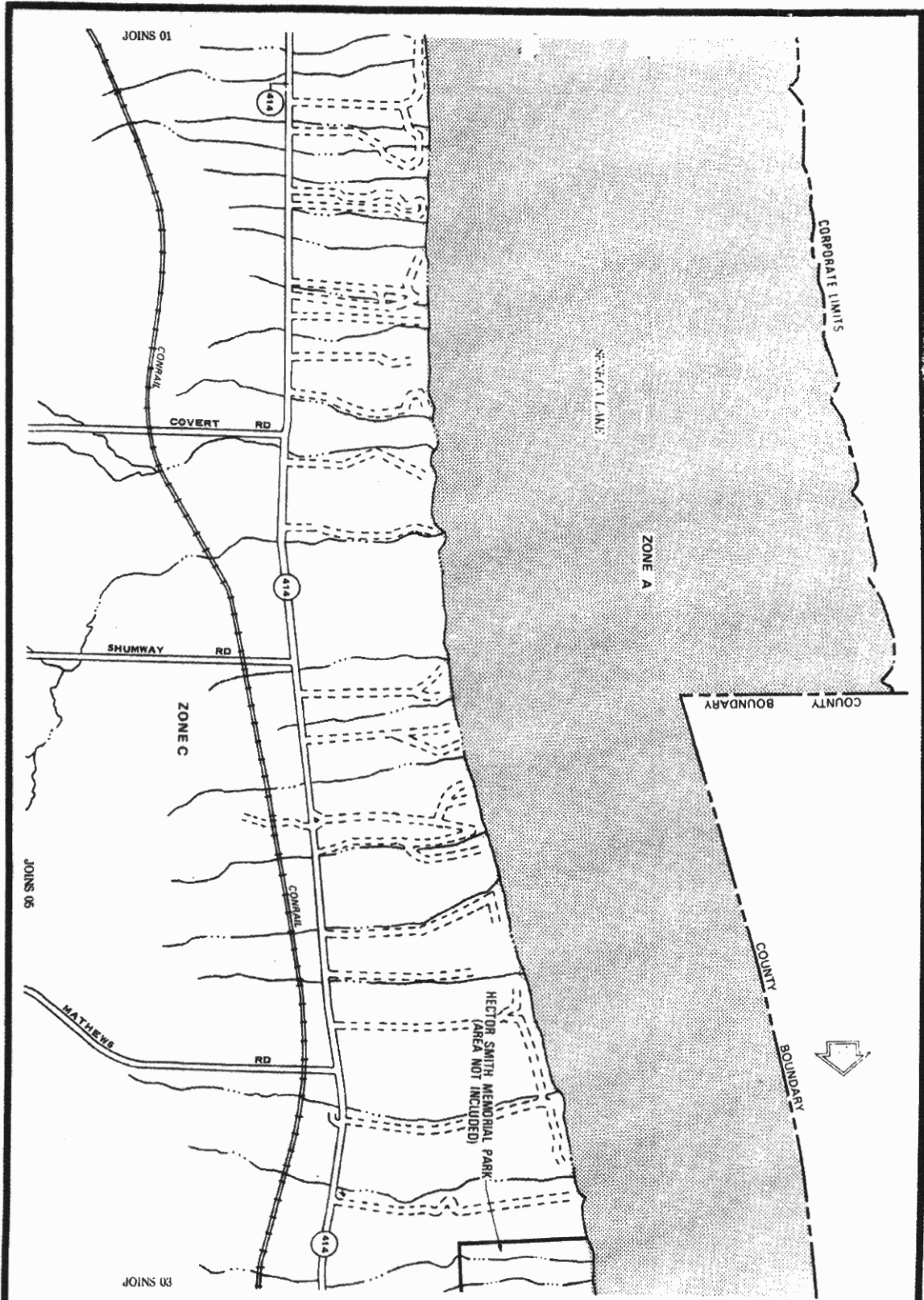
FIRM FLOOD INSURANCE RATE MAP 01-12 MAP INDEX

TOWN OF HECTOR, NY
 (SCHUYLER CO.)

COMMUNITY NUMBER 361204 B



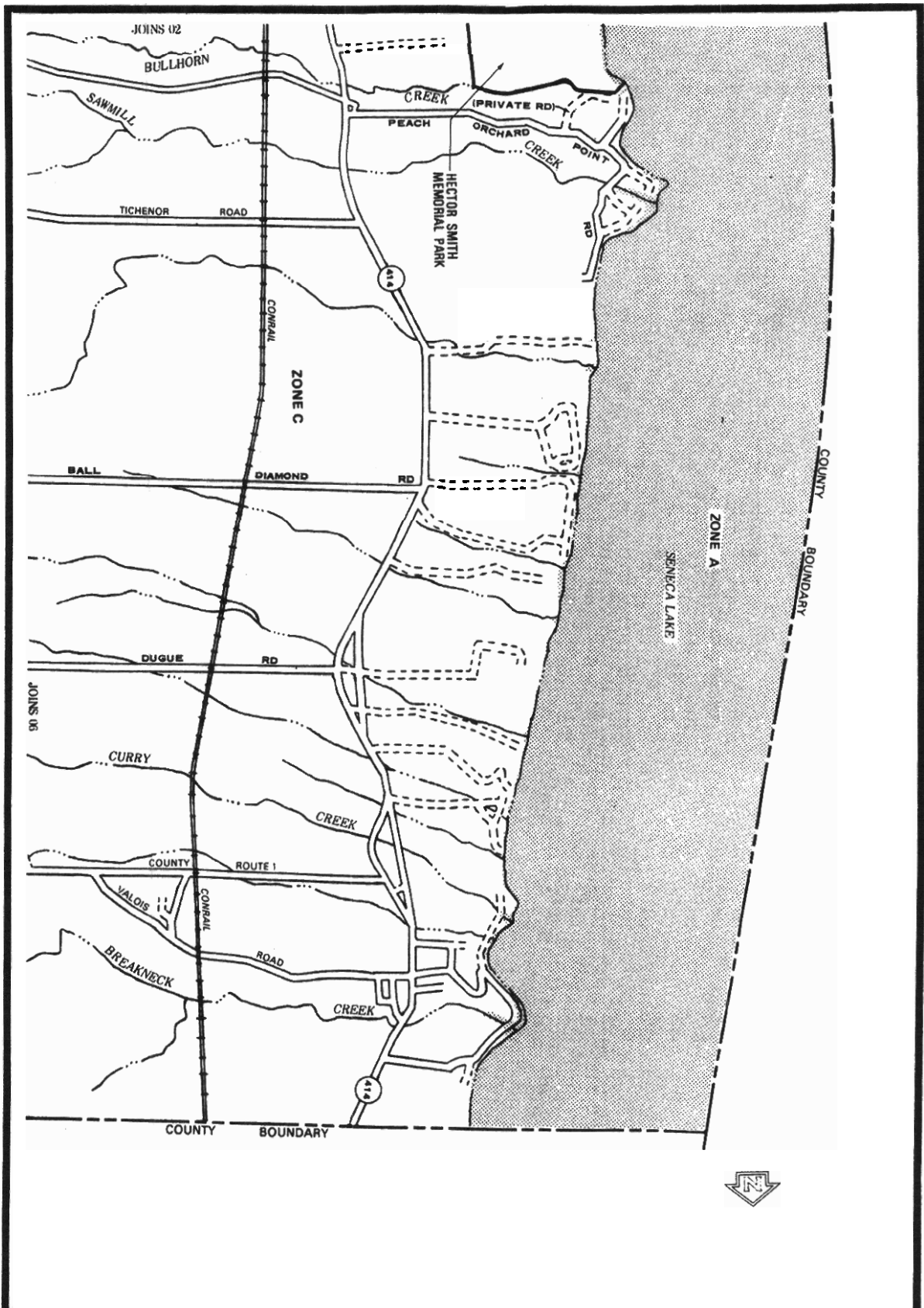
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	TOWN OF HECTOR, NY (SCHUYLER CO.)	FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 361204 B	



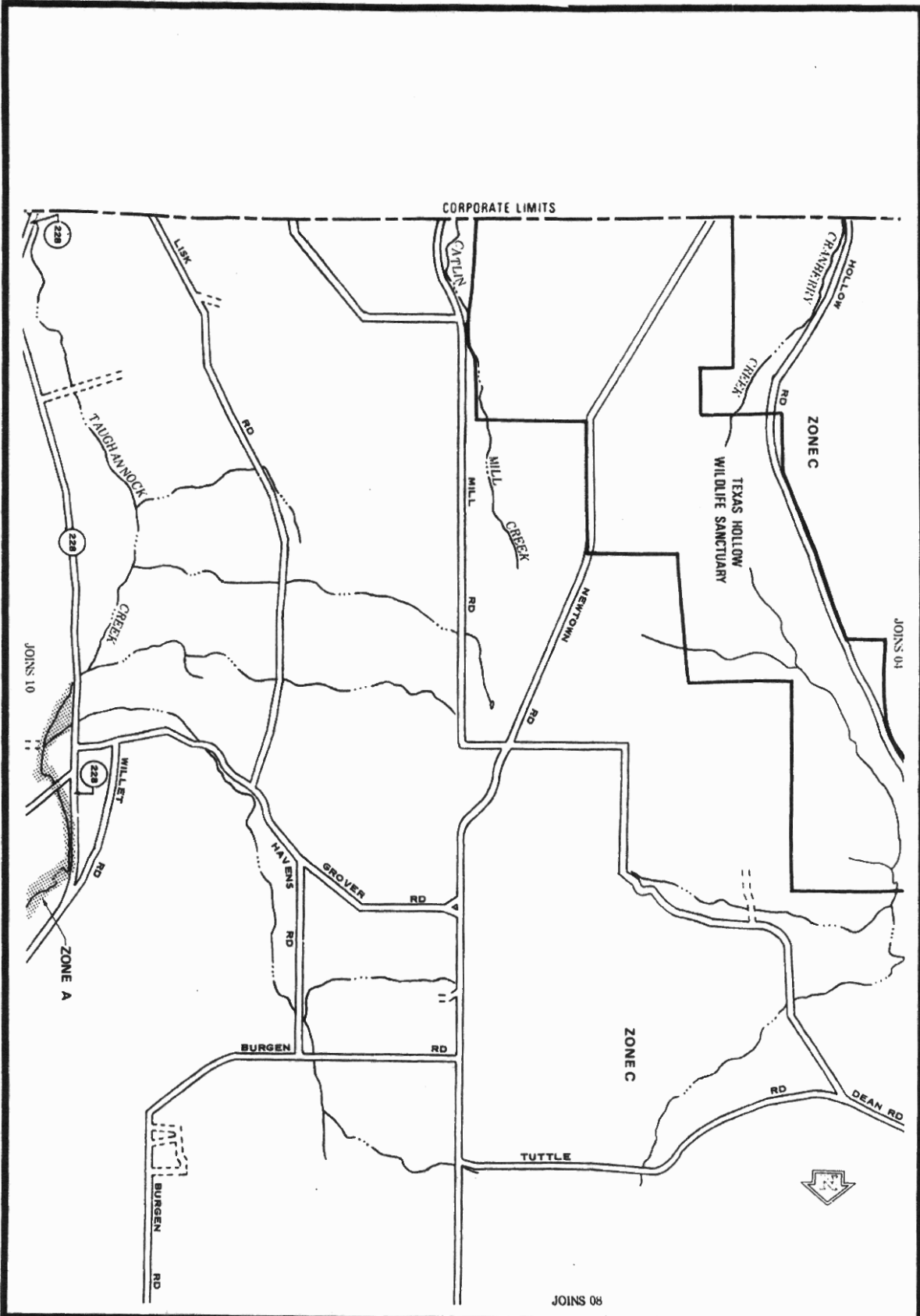
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TOWN OF HECTOR, NY
 (SCHUYLER CO.)

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FLOOD INSURANCE RATE MAP
COMMUNITY NUMBER 361204 B

EFFECTIVE DATE
 JULY 20, 1984

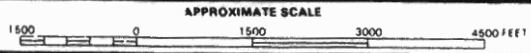


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	TOWN OF HECTOR, NY (SCHUYLER CO.)		
FLOOD INSURANCE RATE MAP		COMMUNITY NUMBER 361204 B	
		JULY 20, 1984	



federal emergency management agency

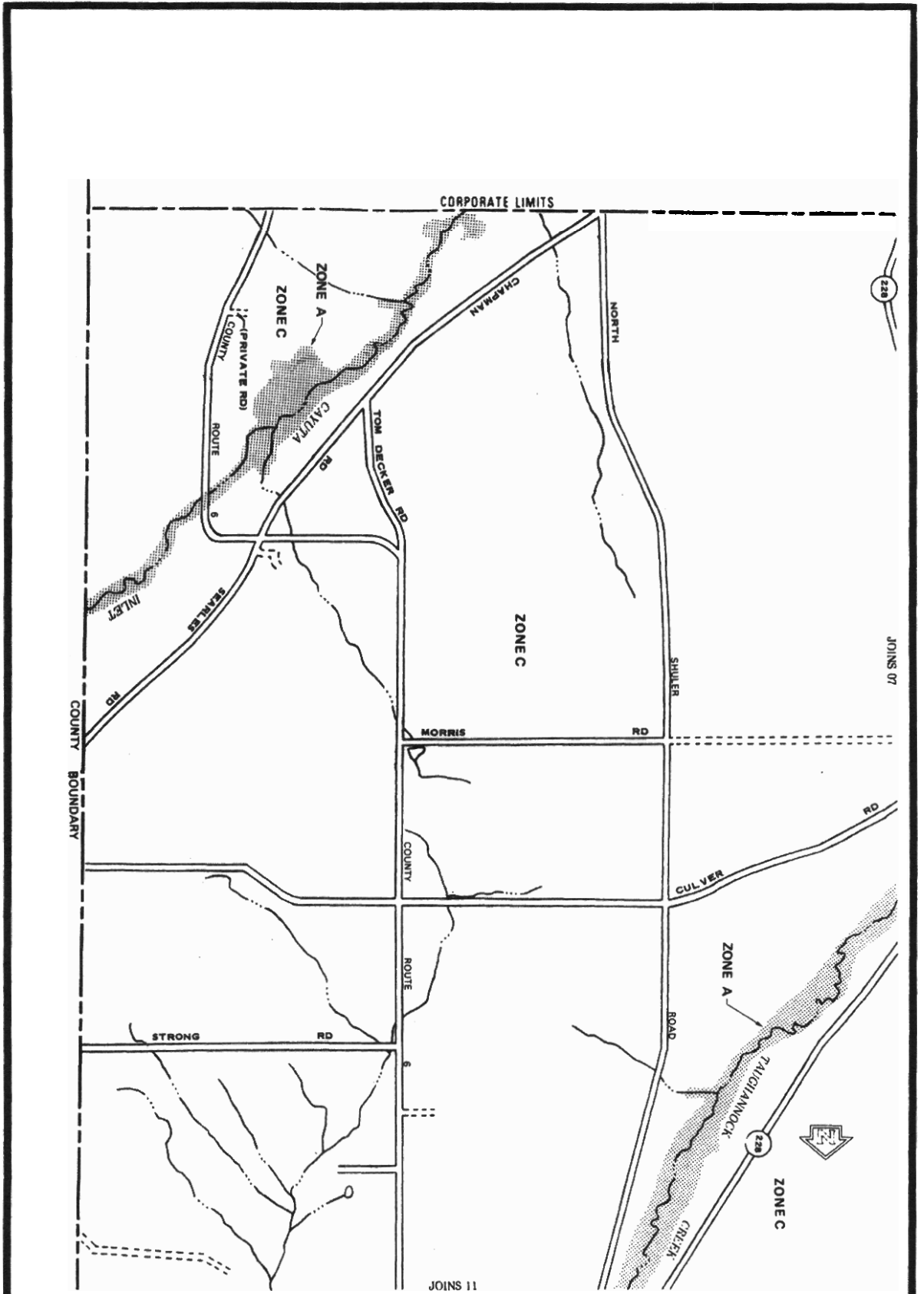
TOWN OF HECTOR, NY
(SCHUYLER CO.)



FLOOD INSURANCE RATE MAP
COMMUNITY NUMBER 361204 B

EFFECTIVE DATE
JULY 20, 1984

07



10

federal emergency management agency

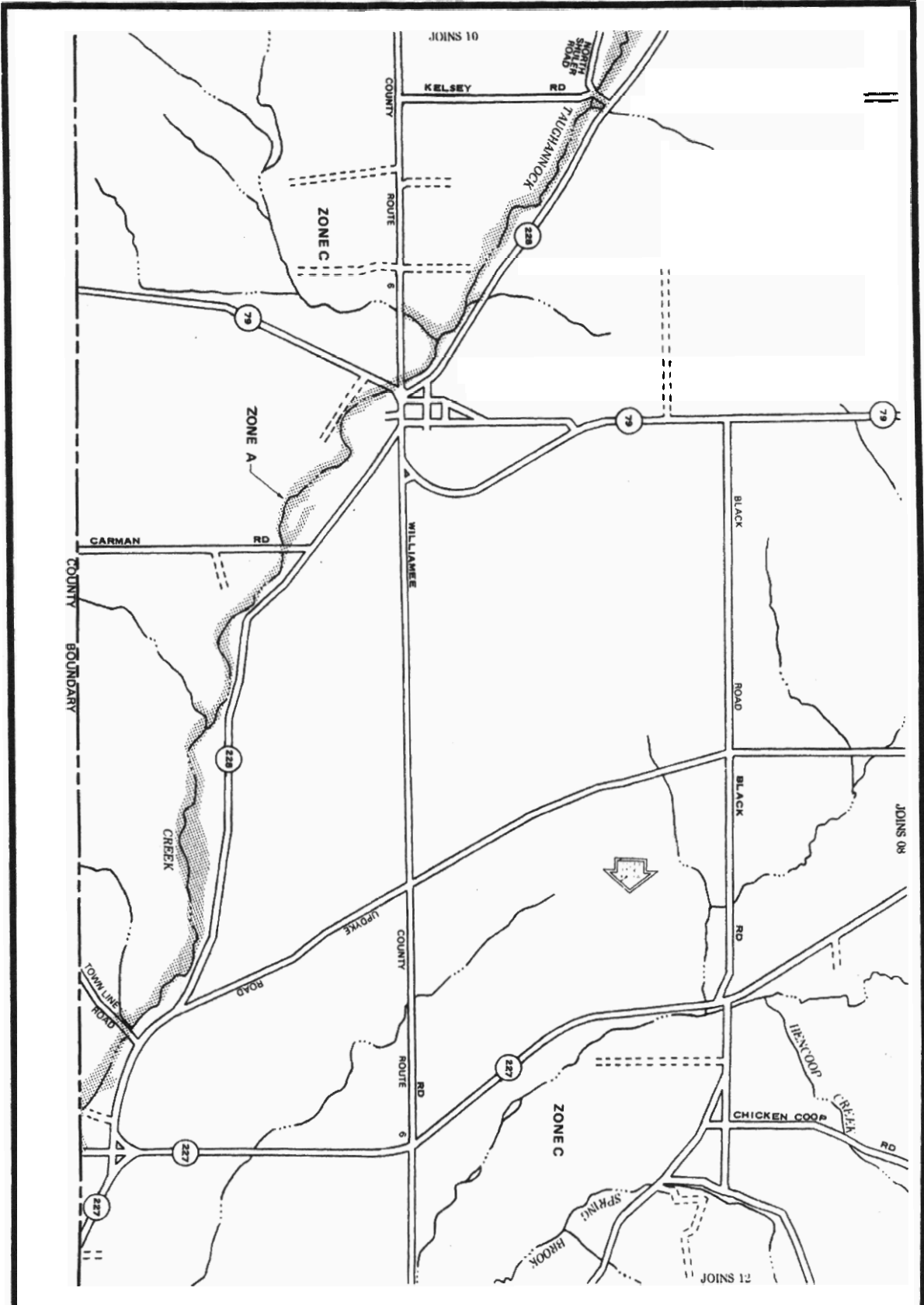
TOWN OF HECTOR, NY
(SCHUYLER CO.)

APPROXIMATE SCALE

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FLOOD INSURANCE RATE MAP
COMMUNITY NUMBER 361204 B

EFFECTIVE DATE
JULY 20, 1984



11

federal emergency management agency

TOWN OF HECTOR, NY
 (SCHUYLER CO.)

APPROXIMATE SCALE

1600 2000 3000 4000 FEET

FLOOD INSURANCE RATE MAP
 COMMUNITY NUMBER 361204 B

EFFECTIVE DATE
 JULY 20, 1984

Exhibit 6

National Register

Index by State and City

National Register Information System

Hector

03/27/2007 15:20:33

No filter

Include filter in navigation

Row	STATE ▾	COUNTY ▾	RESOURCE NAME ▾	ADDRESS ▾	CITY ▾	LISTED ▾	MULTIPLE ▾
1	NY	Schuyler	First Presbyterian Church of Hector	5519 NY 414	Hector	2001-05-25	

Page 1



Exhibit G

Limited Power of Attorney

LIMITED POWER OF ATTORNEY

Empire Video Services Corporation, a New York corporation with a principal place of business at 34 Main Street, Prattsburgh, NY 14873 (the "Corporation") hereby designates Harter Secrest & Emery LLP, 1600 Bausch & Lomb Place, Rochester, New York 14604 as its attorney-in-fact ("Agent") upon the following terms and conditions:

1. **Authority to Act.** The Agent is authorized to act on behalf of the Corporation in accordance with this Power of Attorney.
2. **Powers of Agent.** The Agent may, at its discretion, act and exercise power, authority and control on behalf of the Corporation, with regard to the environmental quality review required to be completed by the Corporation pursuant to 16 NYCRR §§ 897.5 - 897.7 in connection with its application for cable franchises in the following municipalities:

Town of Alabama	Town of Montour
Town of Alexander	Town of Newfield
City of Batavia	Town of Ovid
Town of Cayuta	Town of Pembroke
Town of Hector	Town of Prattsburgh
Town of Italy	Town of Urbana
Town of Jerusalem	Town of Veteran
Town of Lodi	Town of Wheeler
Village of Burdett	Town of Catharine
Village of Lodi	Village of Odessa
Town of Pulteney	

3. **Durability.** This Power of Attorney is effective as of the date hereof and expires on the date that the New York Public Service Commission approves an environmental quality review for each municipality listed above, or at an earlier date if revoked by the Corporation in writing.
4. **Reliance by Third Parties.** The New York Public Service Commission and other third parties may rely upon the representations of the Agent as to all matters regarding powers granted hereby.
5. **Original Counterparts.** Photocopies of this signed Power of Attorney shall be treated as original counterparts.

[signature page follows]

IN WITNESS WHEREOF, this Power of Attorney is duly executed on the 1st day of February, 2007.

Empire Video Service Corporation

by B. R. Wagner
Brian R. Wagner, Executive Vice President

Signed in the presence of:
Witness

Witness

Subscribed and sworn to before me on 2/1/2007.

Carson Godwin, Jr.
Notary Public, County of STEBEN, State of New York
My commission expires 1/31/2011

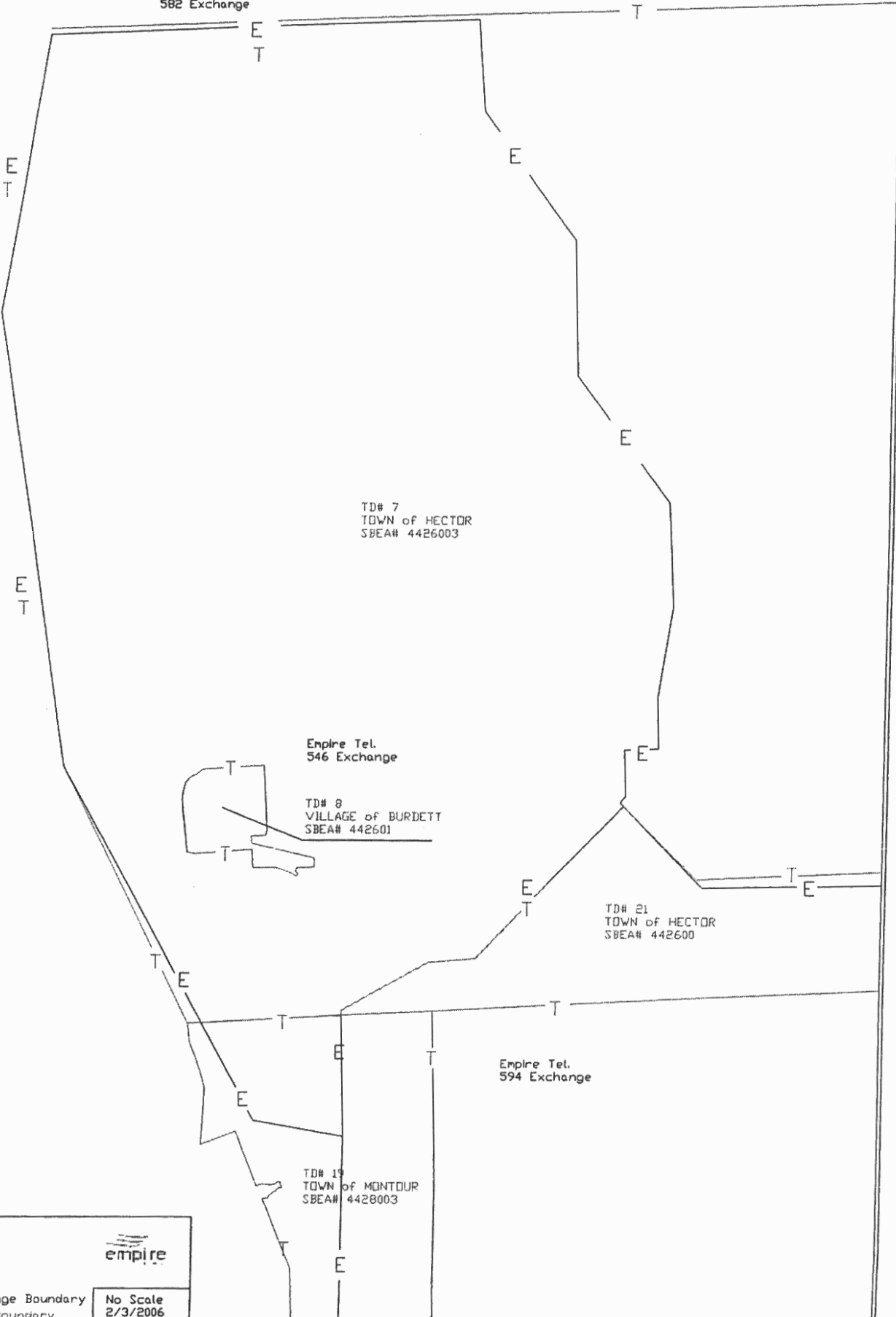
CARSON GODWIN, JR.
Reg. No. 01G04775682
Notary Public, State of New York
Qualified in Steuben County
My Commission Expires January 31, 2011

[signature page to the Limited Power of Attorney]

Exhibit H
Map of Hector

TD# 10
TOWN of LODI
SBEA# 4526003

Empire Tel.
582 Exchange



TD# 7
TOWN of HECTOR
SBEA# 4426003

Empire Tel.
546 Exchange

TD# 8
VILLAGE of BURDETT
SBEA# 442601

TD# 21
TOWN of HECTOR
SBEA# 442600

Empire Tel.
594 Exchange

TD# 19
TOWN of MONTOUR
SBEA# 4426003

EMPIRE TELEPHONE CORP.
546-XXXX EXCHANGE AREA
TOWNS OF HECTOR, MONTOUR AND
VILLAGE OF BURDETT
MONTAIGNE COUNTY, NEW YORK



-E- Exchange Boundary
-T- Town Boundary

No Scale
2/3/2006

Exhibit I

NJBPU Order In Re: Hometown Online, Inc -Vernon Township



Agenda Date: 3/6/02
Agenda Item: 3E

STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102

IN THE MATTER OF THE PETITION OF)	<u>CABLE TELEVISION</u>
HOMETOWN ONLINE, INC. FOR A)	
CERTIFICATE OF APPROVAL TO PROVIDE)	<u>CERTIFICATE OF APPROVAL</u>
VIDEO SERVICES IN THE TOWNSHIP OF)	
VERNON, SUSSEX COUNTY, NEW JERSEY)	DOCKET NO. CE01110787

Rothfelder Stern, Westfield, New Jersey, by Martin C. Rothfelder, Esq., for the Petitioner.

Township Clerk, Township of Vernon, New Jersey, by Patricia Lycosky, for the Township.

BY THE BOARD:

On November 19, 2001, Hometown Online, Inc. ("Petitioner") filed a petition for a Certificate of Approval for the construction and operation of a cable television system in the Township of Vernon ("Township"). The Petitioner is a subsidiary of WVT Communications (formerly Warwick Valley Telephone), an incumbent local exchange carrier authorized to provide telephone services in New Jersey to the Township and the Township of West Milford.

The petition indicates that the Petitioner filed an application for municipal consent with the Township on July 21, 2001, pursuant to N.J.S.A. 48:5A-23 and N.J.A.C. 14:18-11. The Township held a public hearing on the application, pursuant to N.J.S.A. 48:5A-23(b). The Township adopted an ordinance granting municipal consent to the Petitioner on October 29, 2001. On November 6, 2001, the Petitioner formally accepted the terms and conditions of the ordinance, in accordance with N.J.S.A. 48:5A-24.

On January 28, 2002, the Township amended its ordinance to conform it to N.J.S.A. 48:5A-1 et seq. On January 30, 2002, the Petitioner accepted the ordinance. On January 31, 2002, the Petitioner amended its petition for the Township.

Service Electric Cable TV of New Jersey, Inc. ("Service Electric") is also authorized to provide cable service to the Township, pursuant to Docket No. 802C-6641. Both the Petitioner and Service Electric have been granted municipal consent to serve the entirety of the Township.

The Board has reviewed the application for municipal consent, the petition and amended petition for a Certificate of Approval and the municipal consent ordinance and amended municipal consent ordinance. Based upon this review and the recommendation of the Office of Cable Television, the Board HEREBY FINDS the following:

1. The Petitioner possesses the requisite legal, character, financial and technical qualifications for the awarding of a Certificate of Approval. Further, the Township reviewed these qualifications in conjunction with the municipal consent process. See N.J.S.A. 48:5A-22 to -29 and N.J.A.C. 14:18-11.
2. The design and technical specifications of the system will ensure that the Petitioner provides safe, adequate and proper service.
3. The franchise period as stated in the ordinance is ten years. The Board finds this period to be of reasonable duration.
4. The Township may review the performance of the Petitioner with regard to the ordinance at its discretion. If the Township determines that the Petitioner has failed to substantially comply with the material terms and conditions of the ordinance, the Township shall provide written notice to the Petitioner of such alleged instances of non-compliance and shall grant the Petitioner an opportunity to cure such deficiency. The Township may petition the Board for appropriate administrative action, including revocation of the franchise or reduction of the franchise term, only after the opportunity to cure has passed and the deficiency has not been cured.
5. The Petitioner's rates shall be regulated and tariffs shall be filed for all services, in accordance with the rules and regulations of the Federal Communications Commission, the Board and the Office of Cable Television. The Petitioner shall maintain informational tariffs for unregulated service rates and promptly file any revisions thereto.
6. Pursuant to N.J.S.A. 48:5A-26(b), the ordinance specifies a complaint officer. In this case, it is the Office of Cable Television. All complaints shall be received and processed in accordance with N.J.A.C. 14:17-6.5.
7. The Petitioner shall maintain a local business office or agent for the purpose of receiving, investigating and resolving complaints. The current local office meeting the requirements of this provision is located at 529 Route 515 in the Township.
8. The franchise fee to be paid to the Township is specified to be 2% of the Petitioner's gross revenues from all recurring charges in the nature of subscription fees paid by subscribers for its cable television reception service in the Township. Additional regulatory fees shall be paid to the State in an amount not to exceed 2% of the Petitioner's gross operating revenues derived from intrastate operations. The Board finds these fees to be reasonable.

9. The Petitioner shall provide service to all areas within the Township where WVT Communications currently provides telephone service or any other area where it may extend services in the future. Within this area, the Petitioner shall provide service to all residential and commercial structures within 4,100 feet of WVT Communications' central office or remote office facilities, within the WVT Communications' rights-of-way and within one span of existing communications services. Any additional extension of the system which is necessary in the future shall be made in accordance with rules and regulations set forth by the Board and included in WVT Communications' tariff for telecommunications service on file with the Board.
10. The Petitioner shall complete construction within the primary service area as defined in Provision No. 9 above, as follows: a) 50% within the first year following the issuance of this Certificate; b) 25% within the second year following the issuance of this Certificate; c) 20% within the third year following the issuance of this Certificate; and d) the remainder within ten years of the issuance of this Certificate.
11. The Petitioner shall provide one or more local origination channel(s) in accordance with its application and the ordinance. The Petitioner shall allow use of the channel(s) for public, educational and governmental ("PEG") access at the request of the Township or the Board of Education. The Petitioner shall make available the necessary equipment so that one-half inch VHS tapes may be aired in order to provide such PEG access programming. The Petitioner retains discretion in whether to air tapes submitted by the general public.
12. The Petitioner shall cablecast: a) Township Council meetings; b) Township Planning Board meetings; c) Township Zoning Board of Adjustment meetings; d) Township Board of Education meetings; and/or e) any other meeting of other governmental bodies upon five days' prior notice to the Petitioner. The Petitioner shall provide an employee or agent to tape such meetings, or in the alternative, provide necessary equipment, training and advisory personnel to allow the Township to tape such meetings.
13. The Petitioner shall provide a return feed for a local programming studio at the Township High School.
14. The Petitioner shall provide service, free of charge, for non-commercial purposes, to: a) each Township school; b) the Township Municipal building; c) police headquarters; d) DPW facility; e) animal control facility; f) recreation department; g) senior citizen center; h) all fire departments; and i) each volunteer ambulance or rescue squad facility, within the primary service area of the Township, including future extensions of the service area. The Petitioner shall provide a cost estimate to the Township for providing underground conduit to the proposed Town Center.

15. Upon written request, the Petitioner shall appear at a public meeting of the Township Council at least once per year. At the meeting, the Petitioner shall provide a report on the past year's service record. The meeting shall be open to the public and they shall be provided an opportunity to comment on or question the performance of the Petitioner. In addition, upon 14 days notice, at least once per year, the Petitioner shall meet with the Township's Cable Oversight Committee to discuss any and all issues related to provision of service by the Petitioner.
16. If the Petitioner enters into an agreement with any municipality in Sussex County or any other service area of the Petitioner, within six months of the final adoption of the Township's ordinance, for similar duration, that offers more favorable terms than that granted to the Township, the Petitioner shall offer the same terms to the Township.

Based upon these findings, the Board HEREBY CONCLUDES, pursuant to N.J.S.A. 48:5A-17(a) and 28(c), that the Petitioner has sufficient financial and technical capacity and meets the legal, character and other qualifications necessary to construct, maintain and operate the necessary installations, lines and equipment and is capable of providing the proposed service in a safe, adequate and proper manner.

Therefore, the Petitioner is HEREBY ISSUED this Certificate of Approval as evidence of the Petitioner's authority to construct and operate a cable television system within the entirety of the Township. However, WVT Communications does not provide telephone service to the entirety of the Township and therefore, the Petitioner is limited as to where it can currently provide service. However, the Petitioner has been granted authority by the Township to extend its service throughout the Township in case WVT Communications decides to extend its service territory. The Board's grant of authority is subject to the following condition:

The Petitioner shall provide the Office of Cable Television with construction status reports every 60 days, beginning 30 days from the date of issuance of this Certificate. Reporting shall continue until the construction is completed and the Office of Cable Television notifies the Petitioner that no further reports are necessary. The reports shall include, but not be limited to, the following: 1) an account of the total miles of fiber projected, both aerial and underground; 2) the total miles of fiber yet to be built, both aerial and underground; 3) miles of aerial fiber constructed; 4) miles of underground fiber constructed; 5) total fiber miles constructed; 6) miles of fiber placed in service; 7) locations of central, host, and/or remote office locations which are currently video capable; 8) number of video capable (node independent) access lines by office location; 9) number and location of NGDLC nodes placed into service; and 10) number of NIDs/protectors changed out (number of activated video service customers).

This Certificate is subject to all applicable State and federal laws, the rules and regulations of the Office of Cable Television, and any such lawful terms, conditions and limitations as currently exist or may hereafter be attached to the exercise of the privileges granted herein.

The Petitioner shall adhere to the operating standards set forth by the Federal Communications Commission's rules and regulations, 47 C.F.R. Section 76.1 et seq. Any modifications to the provisions thereof, shall be incorporated into this Certificate. Additionally and more specifically, the Petitioner shall adhere to the technical standards of 47 C.F.R. Part 76, Subpart K.

Failure to comply with all applicable laws, rules, regulations and orders of the Board or Office of Cable Television and/or the terms, conditions and limitations set forth herein may constitute sufficient grounds for the suspension or revocation of this Certificate.

This Certificate is issued on the representation that the statements contained in the Petitioner's applications are true, and the undertakings therein contained shall be adhered to and enforceable unless specific waiver is granted by the Office of Cable Television pursuant to the authority contained in N.J.S.A. 48:5A-1 et seq.

This Certificate shall expire ten years from the date of this Order.

DATED: March 6, 2002

BOARD OF PUBLIC UTILITIES
BY:

(signed)

JEANNE M. FOX
PRESIDENT

(signed)

FREDERICK F. BUTLER
COMMISSIONER

(signed)

CAROL J. MURPHY
COMMISSIONER

(signed)

CONNIE O. HUGHES
COMMISSIONER

ATTEST:

(signed)

HENRY M. OGDEN
ACTING BOARD SECRETARY