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BEFORE THE
STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

In the Matter of

Proceeding to Examine Issues Related to a
Universal Service Fund

Case 09-M-0527

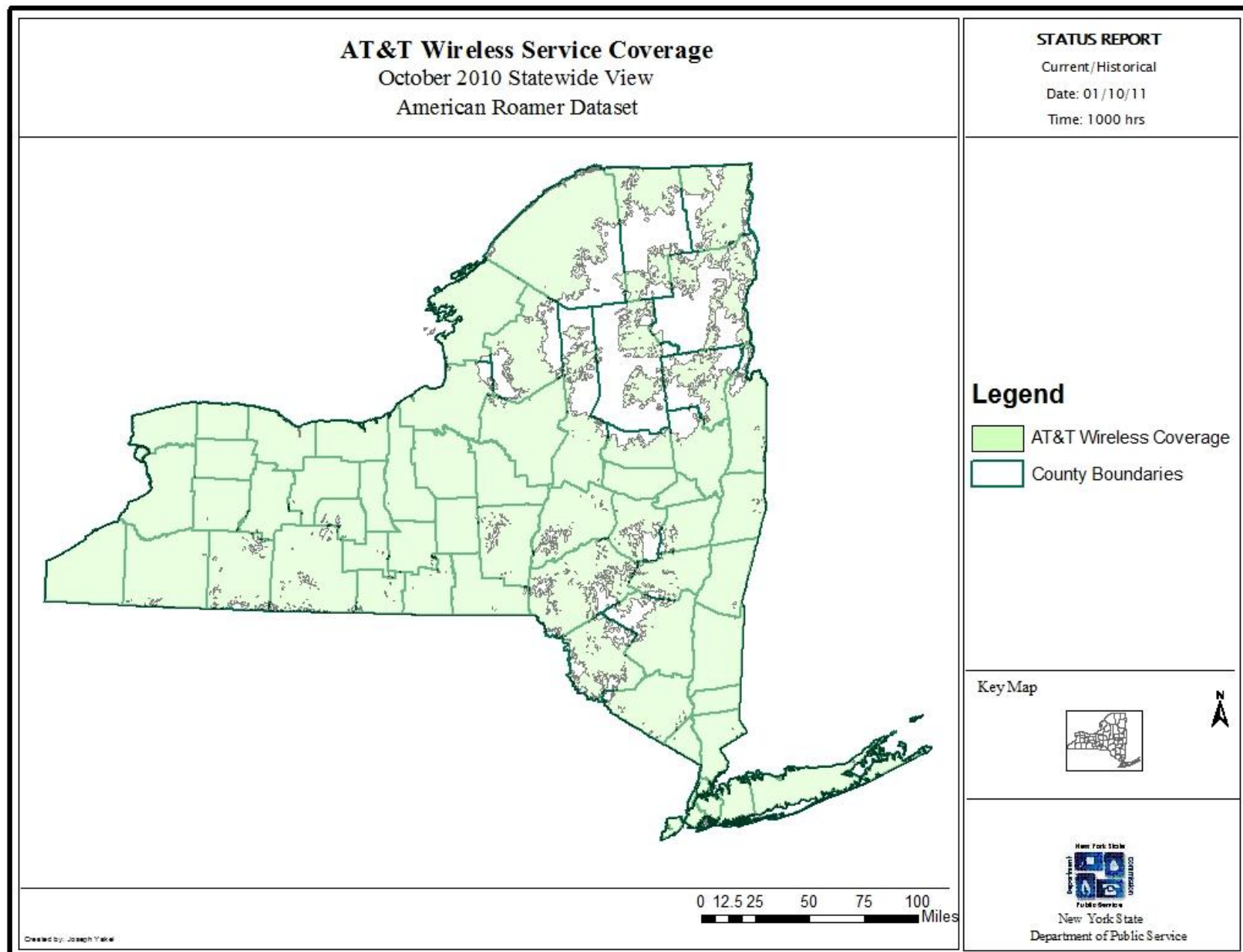
January 2011

Prepared White Spots Panel
Rebuttal Exhibits of:

Richard E. Schuler, Jr.
Joseph P. Yakel

State of New York
Department of Public Service
Three Empire State Plaza
Albany, New York 12223-1350

Exhibit____WSP_20



AT&T Wireless Service Coverage = 85.6% of New York State

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Exhibit____WSP_21A

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Exhibit____WSP_21B

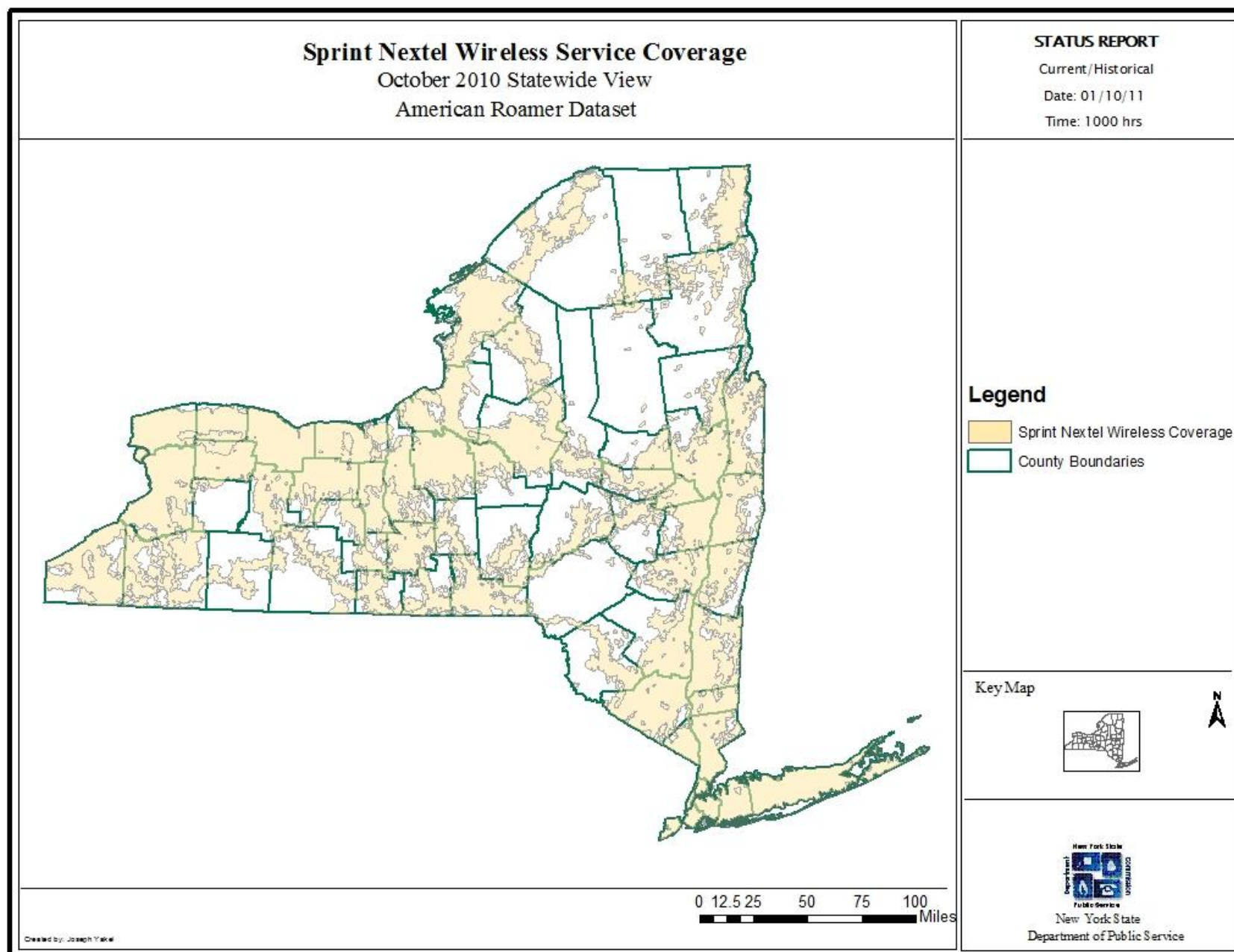
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Exhibit____WSP_21C

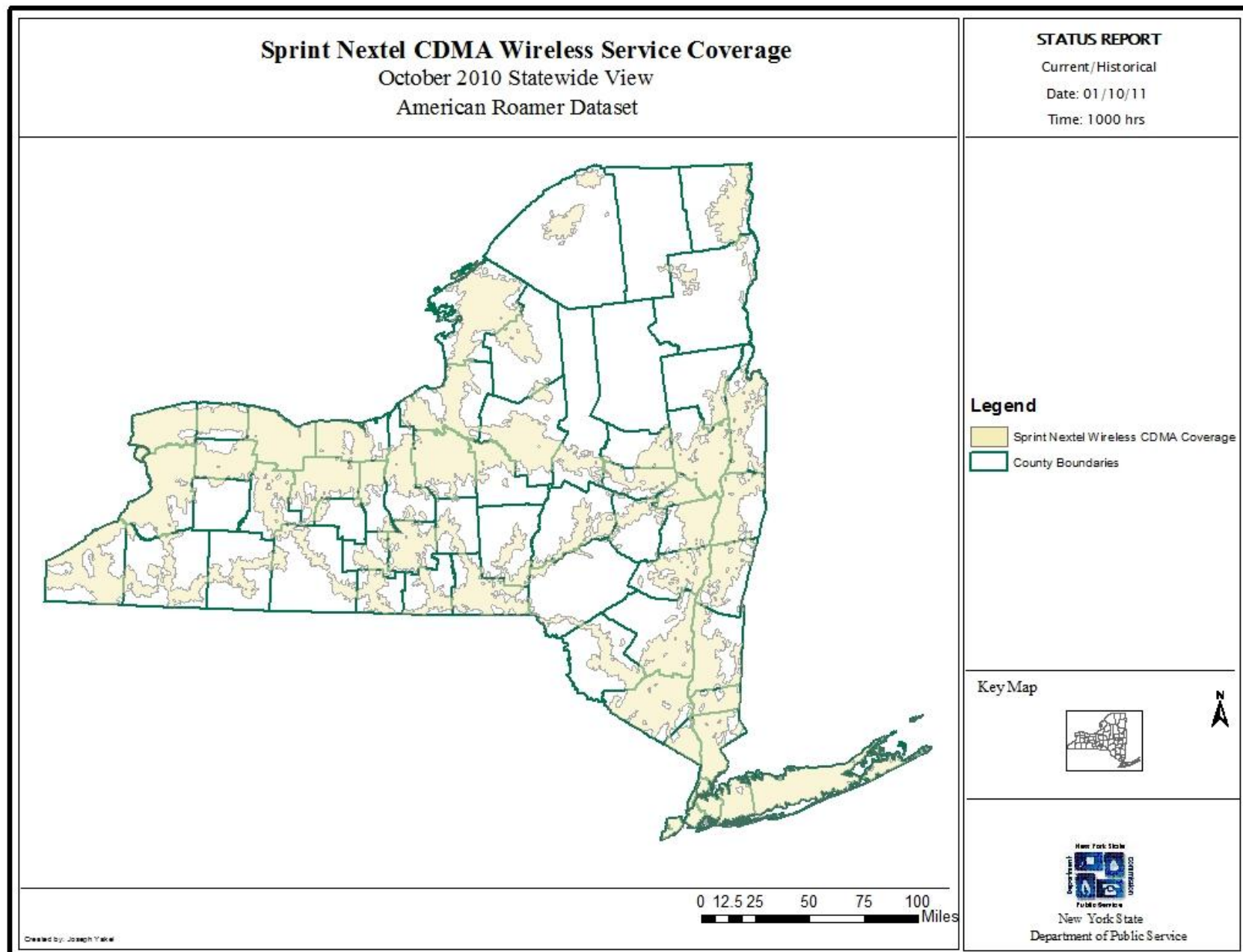
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Exhibit____WSP_22



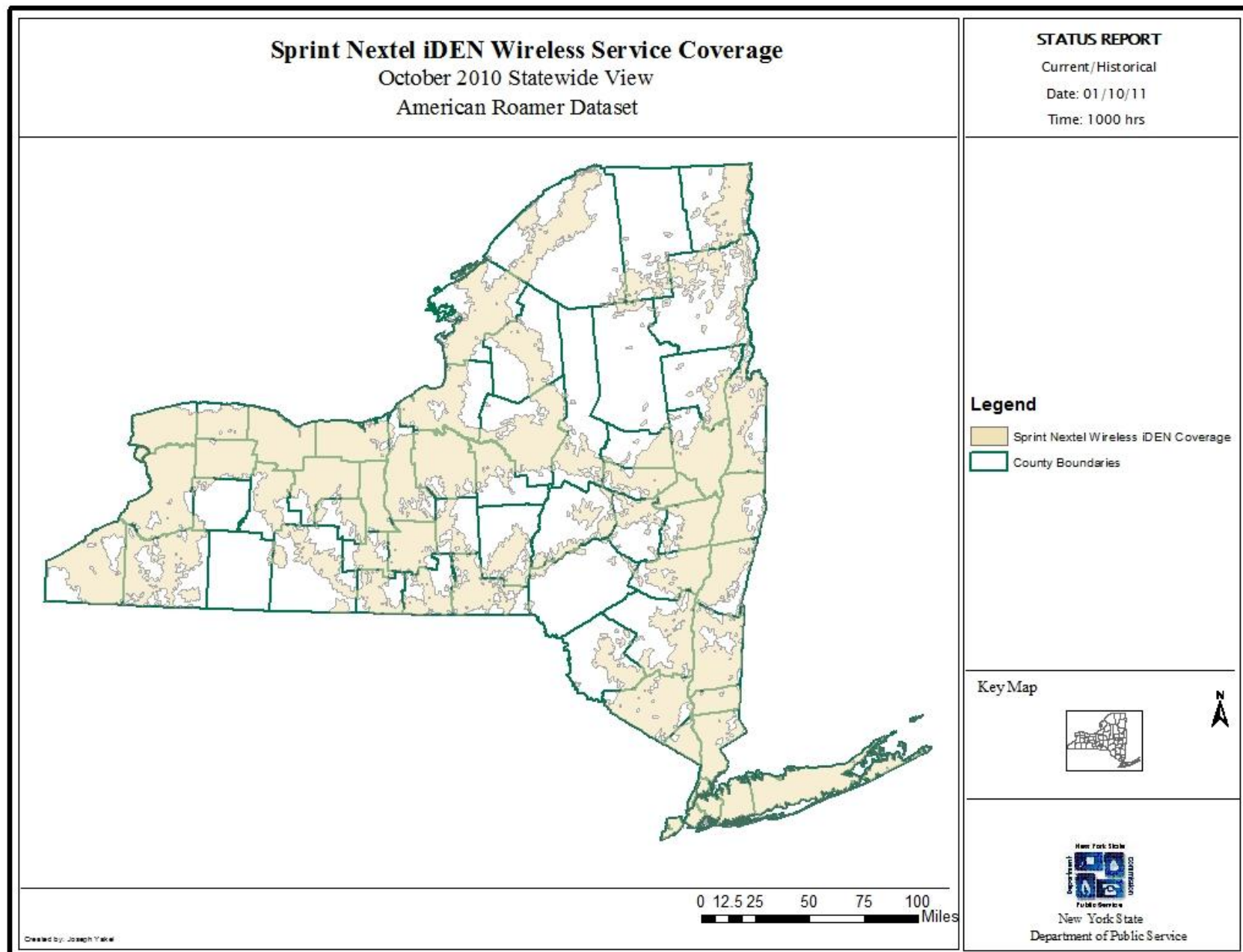
Sprint Nextel Wireless Service = 56% of New York State

Exhibit____WSP_23A



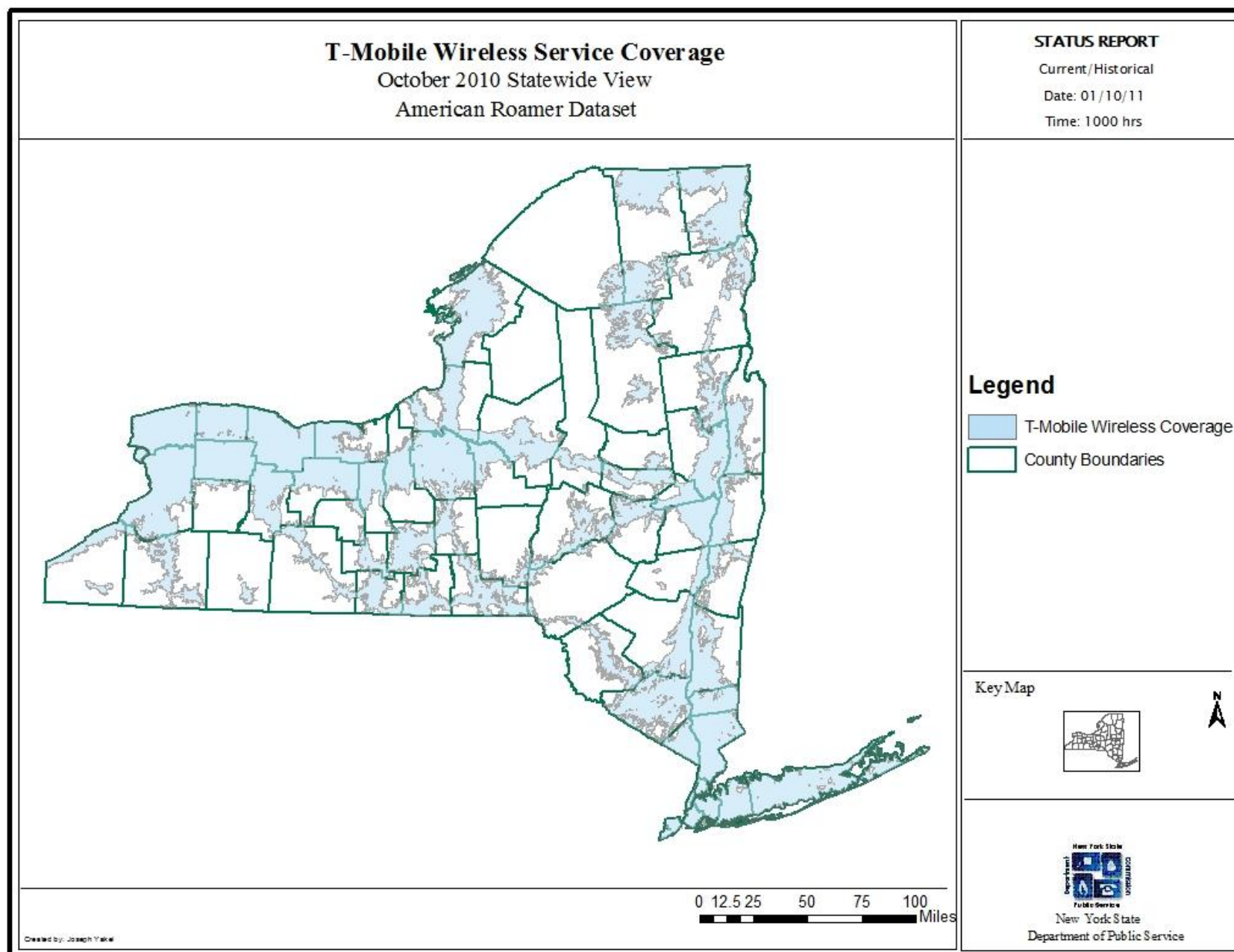
Sprint Nextel CDMA Wireless Service = 42% of New York State

Exhibit____WSP_23B



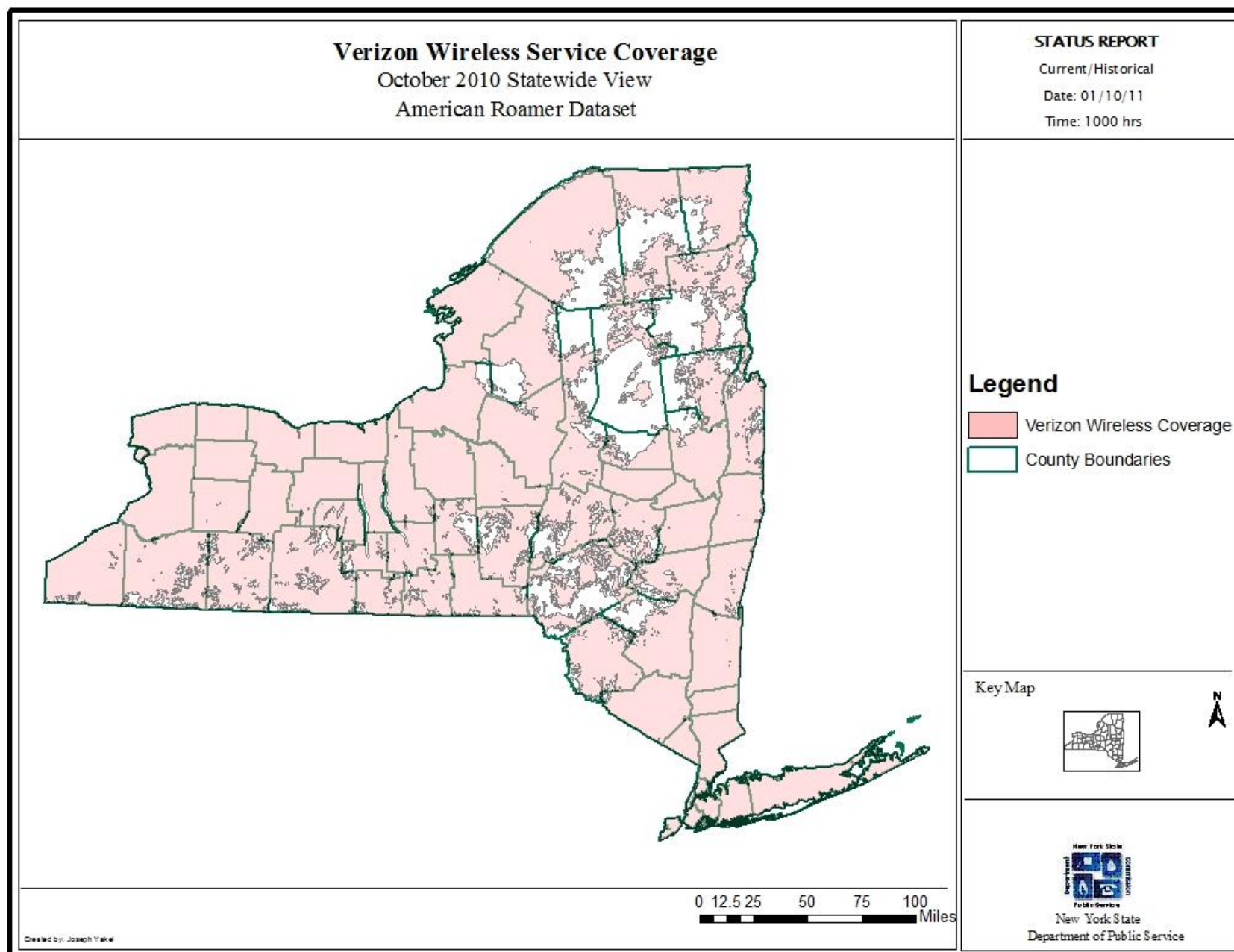
Sprint Nextel iDEN Wireless Service = 52.4% of New York State

Exhibit____WSP_24



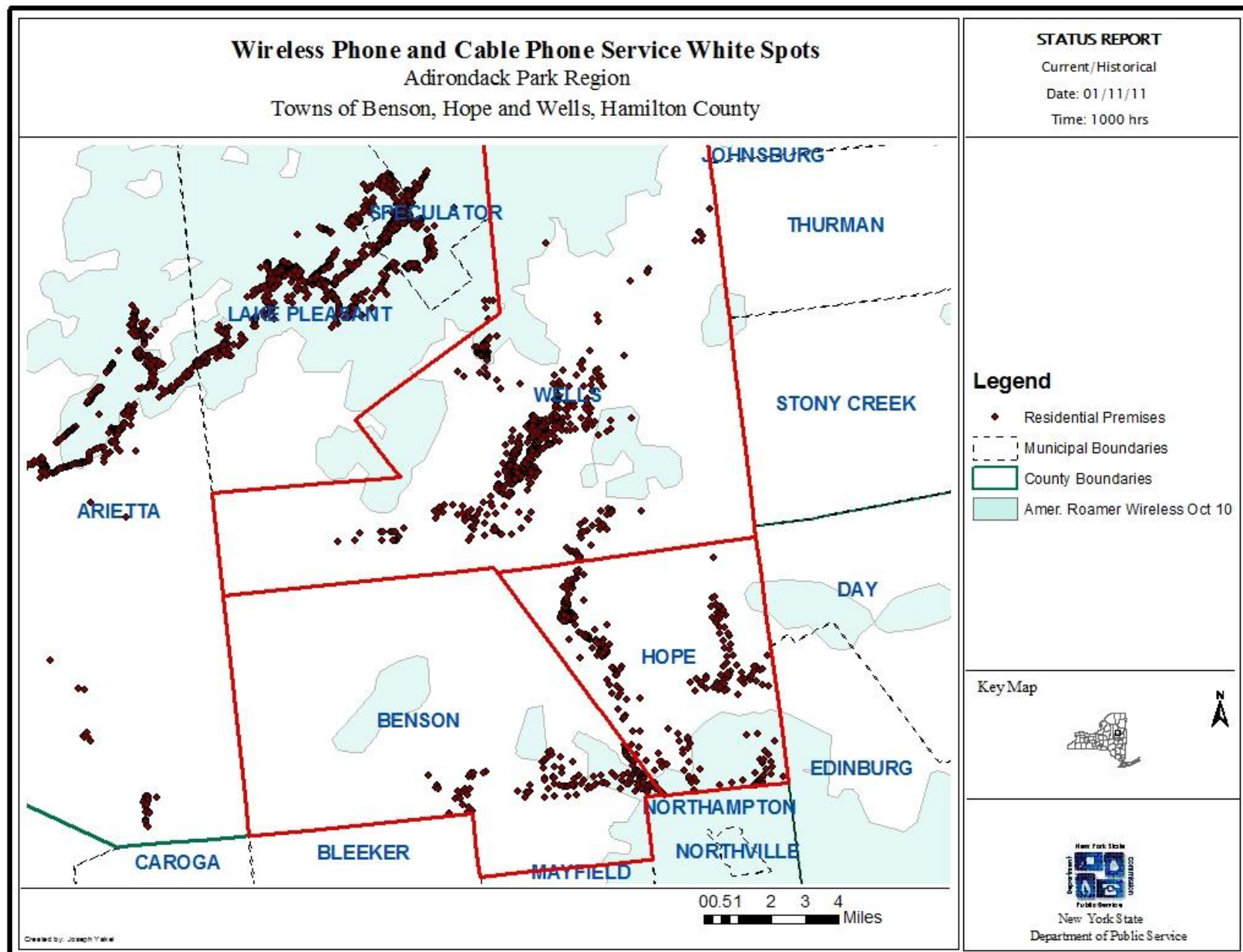
T-Mobile Wireless Service = 40.3% of New York State

Exhibit____WSP_25



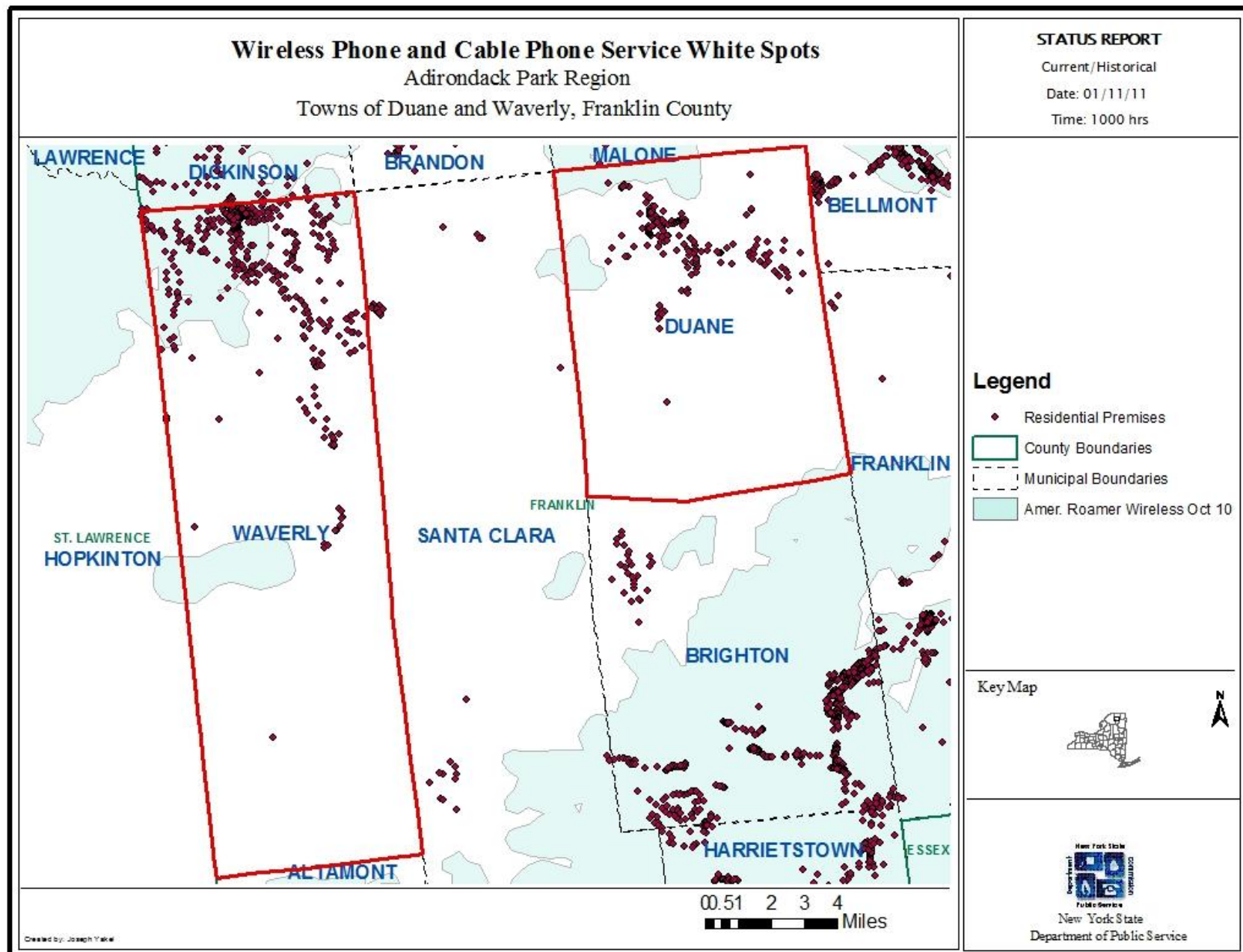
Verizon Wireless Service = 82.5% of New York State

Exhibit____WSP_28



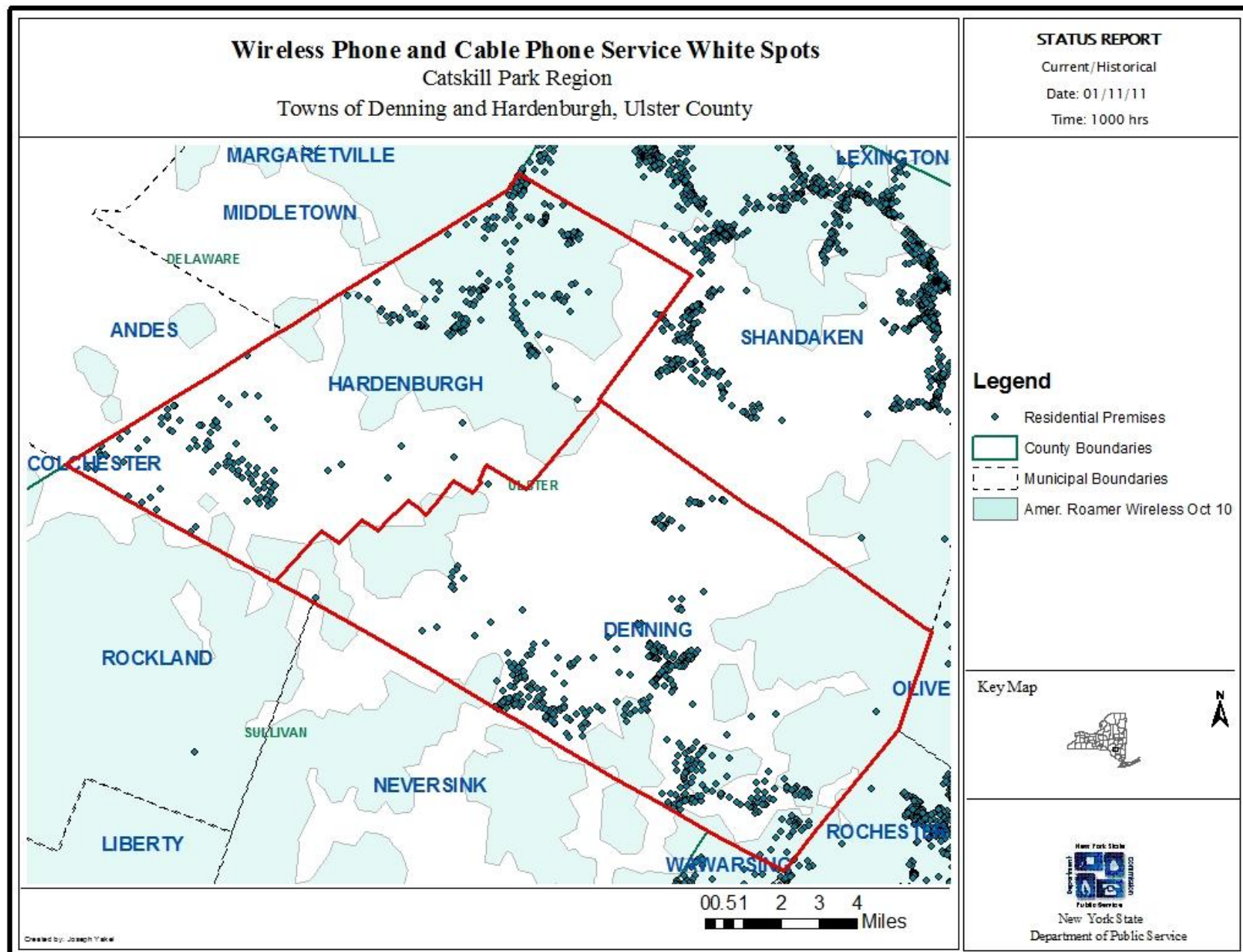
Residential Premises in the towns of Benson, Hope and Wells, Hamilton County, Adirondack State Park without cable or wireless phone services

Exhibit____WSP_29



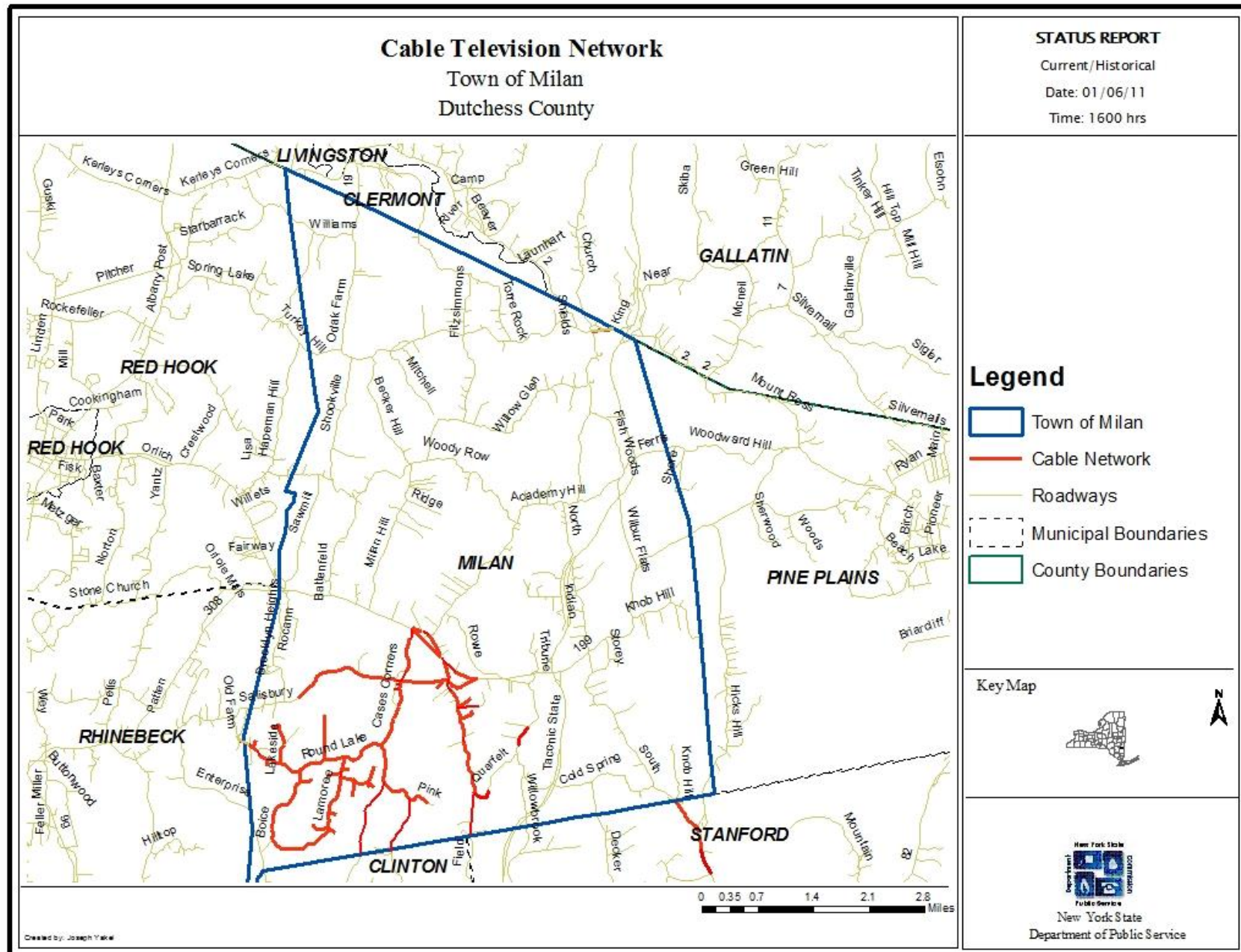
Residential Premises in the towns of Duane and Waverly, Franklin County, Adirondack State Park without cable and/or wireless phone services

Exhibit____WSP_30



Residential Premises in the towns of Denning and Hardenburgh, Ulster County, Catskill State Park without cable or wireless phone services

Exhibit____WSP_31



Cable Television System constructed in the Town of Milan, Dutchess County.

Exhibit____WSP_32

PENDING PETITION MEMO

Date: 8/15/2008

TO : Office of Telecommunications
FROM: CENTRAL OPERATIONS
UTILITY: CABLEVISION OF WAPPINGERS FALLS, INC.
SUBJECT: 08-V-0941

Petition of Cablevision of Wappingers Falls, Inc. for a Certificate of Confirmation for its Franchise with the Town of Milan, Dutchess County.



August 14, 2008

Ms. Jaclyn A. Brilling
Secretary
New York State Public
Service Commission
Cable Television Bureau
Agency Building Three
Empire State Plaza
Albany, New York 12223

2008 AUG 15 AM 10:11

Re: Certificate of Confirmation
Town of Milan

Dear Ms. Brilling:

This application is submitted by Cablevision of Wappingers Falls, Inc. ("Cablevision"), 1111 Stewart Avenue, Bethpage, New York 11714, (516) 803-2300, for a Certificate of Confirmation for a cable television franchise in the Town of Milan, New York ("Town").

Attached hereto and designated as Exhibit I, please find a copy of the Order Granting Waiver that was issued by the New York State Public Service Commission on May 8, 2008 in connection with Cablevision's cable television franchise for the Town of Milan.

On March 10, 2008, after publication of notice, a copy of which is annexed hereto and designated as Exhibit II, a public hearing was held on Cablevision's application. A full discussion of Cablevision's proposals and qualifications and the generating of the proposed franchise was held.

On April 28, 2008, the Town Board passed a Resolution granting a nonexclusive franchise to Cablevision, a copy of which is annexed hereto as Exhibit III. On April 28, 2008, the Town executed a nonexclusive cable television franchise agreement within the geographical boundaries of the Town, a copy of which agreement is annexed hereto as Exhibit IV.

Also annexed hereto as Exhibit V is Cablevision's completed Environmental Assessment Form with Addendum thereto as required in connection with its application for a new franchise for the Town of Milan. Cablevision has completed Part 1 of the Form. Parts 2 and 3 of the Form are to be completed by the Commission.

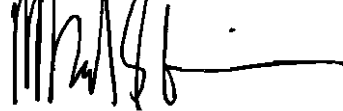
New York State Public
Service Commission
August 14, 2008
Page 2

Cablevision, pursuant to Section 821 of the New York State Executive Law and the Rules and Regulations thereunder now requests that the Commission confirm the franchise agreement.

Cablevision will be the first television service provider to build a cable system in the Town. Cablevision will construct and maintain a network using state of the art technology based on fiber optic cable. It will be a fiber-to-the-node (FTTN) architecture with active two-way capability. The network will operate at a minimum of 750 MHz, offering a combination of analog and digital, standard definition channels and high definition channels, as well as high speed data and voice services. Cablevision also intends to engage in origination cablecasting and access cablecasting within the Town. The operation of the Town system will not be in violation of or in any way inconsistent with, any federal or state law or regulation. A copy of Cablevision's Application for a Cable Television Franchise within the Town detailing the planned system and services is annexed hereto as Exhibit VI.

Under Section 821 of the New York State Executive Law, we now respectfully request Commission confirmation of the franchise agreement.

Very truly yours,

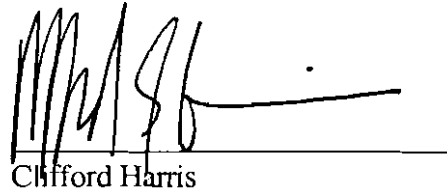
A handwritten signature in black ink, appearing to read 'MH Harris', followed by a horizontal line extending to the right.

Clifford Harris
Senior Counsel, Programming

Enclosures

cc: Town of Milan

I, Clifford Harris, Senior Counsel, Programming, hereby certify that I have this 14th day of August, 2008, sent by first class United States Mail postage prepaid a copy of the foregoing Application for a Certificate of Confirmation to the Town Clerk, Town of Milan, Town Hall, 20 Wilcox Circle, Milan, New York 12571-4787.

A handwritten signature in black ink, appearing to read 'MH Harris', is written over a horizontal line. The signature is stylized and cursive.

PLUSSEA\COMMISSION\MILAN,TOWN(7-08)

STATE OF NEW YORK
PUBLIC SERVICE COMMISSION

At a session of the Public Service
Commission held in the City of
Albany on April 23, 2008

COMMISSIONERS PRESENT:

Garry A. Brown, Chairman
Patricia L. Acampora
Maureen F. Harris
Robert E. Curry, Jr.
Cheryl A. Buley

CASE 07-V-1391 - Petition of the Town of Milan for a Waiver
Pursuant to Part 590.3 and 590.22, Subtitle R of
the Regulations Promulgated by the New York
State Public Service Commission.

ORDER GRANTING WAIVER

(Issued and Effective May 8, 2008)

BY THE COMMISSION:

INTRODUCTION

On or about November 27, 2007 the Town of Milan (Milan), filed a petition for waiver of certain procedures in the Commission's rules relative to cable television franchising. The petition seeks a waiver of various provisions of 16 NYCRR Part 894 including: Section 894.1 which requires the establishment of a citizen advisory committee for the purpose of learning about cable communications and determining the communications needs and interests of the community; Section 894.2 which requires the preparation of a final report by the advisory committee and the submission of it to the Town board; Section 894.3 which provides for the adoption by the Town board of a specific request for proposals for a cable television franchise; and Section 894.4 concerning the public notices required to advertise the availability of the request for proposals.

PUBLIC NOTICE

A Notice of Proposed Rulemaking regarding the proposed waivers was published in the State Register on December 26, 2007. No Comments were received.

DISCUSSION

These rules were first adopted at a time when only a small minority of the municipalities in this state were served by franchised cable television companies and, therefore, were designed to promote an understanding by the public and municipal officials alike of the nature and potential of cable television services. The rules were also designed to ensure that the opportunity for private companies to compete for franchises was widely publicized. Today, over ninety five percent of the population of the state has cable television service available to it and the overwhelming majority of municipalities have granted at least one cable television franchise. The extensive review and, in some cases, the protracted period of time for completion of the steps involved in granting a franchise as set forth in Part 894 may deter, rather than promote and facilitate cable entry.

Here, Milan has been engaged in discussion with Cablevision of Wappinger Falls, Inc. (Cablevision). Cablevision provides cable service throughout New York and is in the forefront of deploying innovative, advanced services such as digital cable, cable modem service, video-on-demand and digital phone. Moreover, Cablevision provides cable service to the surrounding municipalities and, thus, there does not appear to be an economic advantage in seeking cable service from another provider. It is not likely, given the economic circumstances in this case, that another provider will be interested in providing service.

While each waiver request will be review on a case-by-case basis, here, there is sufficient basis to conclude that the review of community needs and interests by a separate advisory committee and the issuance of a formal request for proposals are not necessary to protect the public interest in this case. In

CASE 07-V-1391

addition, the public notice required of the hearing will ensure the opportunity for public participation in any final decision by the Town board. Accordingly, the waiver is approved. The authority for this action is Public Service Law Sections 216 (1) and 216(5).

The Commission orders:

1. Pursuant to Section 216(1) and 216(5) of the Public Service Law and the State Administrative Procedure Act, the petition of the Town of Milan for waiver of 16 NYCRR, Sections 894.1, 894.2, 894.3 and 894.4 is hereby granted.
2. This proceeding is closed.

By the Commission,

(SIGNED)

JACLYN A. BRILLING
Secretary

Poughkeepsie, N.Y.
AFFIDAVIT OF PUBLICATION

EXHIBIT II

State of New York
County of Dutchess
City of Poughkeepsie

Rita Lombardi, of the City of Poughkeepsie
Dutchess County, New York, being duly sworn, says
that at the several times hereinafter mentioned he/she
was and still is the Principle Clerk of the Poughkeepsie
Newspapers Division of Gannett Satellite Information
Network, Inc., publisher of the Poughkeepsie Journal,
newspaper printed and published every day in the year
2008 in the city of Poughkeepsie, Dutchess County,
New York, and that the annexed Notice was duly
published in the said newspaper for ^{one insertion} ~~insertion~~
successively, in each week, commencing on the
25th day of Feb. in the year of 2008
and on the following dates thereafter, namely on:

and ending on the _____ day of _____ in
the year of 2008, both days inclusive.

Subscribed and sworn to before me this 27 day
of February in the year of 2008

Julie Sheraden
Notary Public

My commission expires

10/4/09

NOTICE OF
PUBLIC HEARING
TAKE NOTICE, that the
Town Board of the Town
of Milan will hold a public
hearing at the Town Hall,
20 Wilcox Circle, Milan,
New York, on March 10,
2008 at 7:00 o'clock p.m.,
to consider the proposed
contract of CABLEVISION
OF WAPPINGERS FALLS,
INC. to enter into a non-
exclusive Franchise
Agreement with the Town
of Milan for the construction
of a cable television
system to serve the entire
Town of Milan.
TAKE FURTHER NOTICE,
that copies of the afore-
said proposed contract
will be available for ex-
amination at the office of
the Clerk of the Town of
Milan, at the Town Hall,
Town Hall, 20 Wilcox Cir-
cle, Milan, New York be-
tween the hours of 9:00
a.m. and 4:00 p.m. on
Mondays, Wednesdays
and Fridays between the
date of this notice and the
date of the public hearing.
TAKE FURTHER NOTICE,
that all person interested
and citizens shall have an
opportunity to be heard
on said proposal at the
time and place aforesaid.
DATED: Milan, New York
February 11, 2008
CATHERINE GILL,
TOWN CLERK
2450

LESLIE SHERADEN
Notary Public, State of New York
No. 01SH5018755
Qualified in Dutchess County
Commission Expires 10/4/2009

RESOLUTION

Council MAY offered the following resolution, which was seconded by Councilman WILLIAMS who moved its adoption:

WHEREAS, CABLEVISION OF WAPPINGERS FALLS, INC. has offered a proposed contract to enter into a non-exclusive Franchise Agreement with the Town of Milan (hereinafter the "Town") for the construction of a cable television system to serve the entire Town;

WHEREAS, a public hearing on the proposed contract was held on March 10, 2008 and April 14, 2008; and

WHEREAS, on April 23, 2008 the Public Service Commission approved and authorized the Town's request for a waiver from Part 594.1-594.4 of the Commission's Rules, which allows the Town to expeditiously receive cable and other advanced communications services; and

WHEREAS, a copy of the proposed contract is annexed hereto as Schedule "A";

NOW, THEREFORE, BE IT RESOLVED, that the Town Board approves, and authorizes the Supervisor to execute a proposed contract granting Cablevision of Wappingers Falls, Inc. a non-exclusive franchise to construct, own and operate a cable television system within the Town of Milan for a fifteen (15) year period.

The foregoing resolution was duly put to a vote which resulted as follows:

Supervisor Barrett

YES

Councilman Byrne

YES

Councilwoman Egan

YES

Councilwoman May

YES

Councilman Williams

YES

DATED: Milan, New York
April 28, 2008

Darlene Palmatier
Darlene Palmatier, Deputy Town Clerk

A FRANCHISE AGREEMENT

between the

Town of Milan, Dutchess County, New York

and

Cablevision of Wappingers Falls, Inc.

April 28, 2008

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FRANCHISE RENEWAL AGREEMENT

between the

Town of Milan, Dutchess County, New York

and

Cablevision of Wappingers Falls, Inc.

WHEREAS, the Town of Milan (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, the Municipality filed a petition for waiver of Sections 894.1-895.4 of the rules of the New York Public Service Commission, which set forth certain initial franchising procedures, which petition was granted according to applicable law,

WHEREAS, Franchisee's technical ability, financial condition and character were considered in a full public proceeding of the Town Board (hereinafter Board) affording due process and culminating in a public hearing on March 10, 2008 at 7:00 p.m. and continued on April 14, 2008 at 7:00 p.m., and

WHEREAS, following a full public proceeding affording due process, the plans of the Franchisee for constructing, maintaining and operating its Communications System have been considered by the Board and found adequate and feasible, and

WHEREAS, this Franchise is subject to and complies with all applicable Federal and State Law and Regulations, including without limitation, the rules of the New York State Public Service Commission concerning Franchise standards, and

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement, and,

WHEREAS, the Franchisee desires to obtain a non-exclusive franchise with the Town for a term of fifteen (15) years;

NOW THEREFORE, BE IT RESOLVED THAT the Board hereby grants to the Franchisee, its successors and assigns, a Franchise to construct, own, operate and maintain a Communications System pursuant to the terms and conditions set forth herein.

Definitions

1. DEFINITION OF TERMS

- 1.1. "Area Outage": a total or partial loss of video, audio, data or other signals carried on the "Communications System" in a location affecting five or more subscribers.
- 1.2. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- 1.3. "Cable Service" or "Service": the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.
- 1.4. "Capability": the ability of the "Franchisee" to activate a described technological or service aspect of the "Communications System" without delay.
- 1.5. "Communications System" or "System": the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, data or other forms of electronic, electromechanical, optical, or electrical signals.
- 1.6. "FCC": the Federal Communications Commission.
- 1.7. "Franchise": the rights and obligations described in this document, and used interchangeably with the term "Agreement".
- 1.8. "Franchise Fee": the fee paid by the "Franchisee" to the "Municipality" in exchange for the rights granted pursuant to the "Franchise."
- 1.9. "Franchisee": Cablevision of Wappingers Falls, Inc, and its lawful successors and assignees.
- 1.10. "Gross Receipts": The total annual subscription payments (including payments made for pay television and pay-per-view services) actually paid to and received by Franchisee by all subscribers resident within the Municipality for video programming services provided by "Franchisee" and revenue received from the sale of advertising and home shopping channel commissions generated within the Municipality and collected by or on behalf of "Franchisee," but not including amounts collected by "Franchisee" from subscribers for State and Federal regulatory fees, taxes, Franchise Fees, or other capital costs associated with

public, educational and/or governmental access that may be required by this "Agreement".

- 1.11. "Municipality" shall mean the Town of Milan and/or its authorized representatives.
- 1.12. "Municipal Law" shall mean all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and not preempted by Federal or State law or regulation.
- 1.13. "NYSPSC": the New York State Public Service Commission or any successor State agency with similar responsibilities.
- 1.14. "State": the State of New York.

PART I -- THE FRANCHISE

2. GRANT OF FRANCHISE

- 2.1. Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the non-exclusive right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality, as now exist and may hereafter be changed.
- 2.2. Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as, in Franchisee's discretion, are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with Federal law, Municipality, insofar as it may have the authority to so grant, and no representation or warranty is made herein by Municipality that it has any such authority, hereby authorizes Franchisee to use any and all easements dedicated for compatible uses for the purposes described in this Section 2.
- 2.3. Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction.
- 2.4. No privilege or power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3. NON-EXCLUSIVE NATURE OF THIS FRANCHISE

- 3.1. This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places to the extent permitted under applicable law. The Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement.

4. TERRITORIAL LIMITS

- 4.1. The rights and privileges awarded pursuant to this Agreement shall relate to and over the entire present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5. FRANCHISE SUBJECT TO LAW AND REGULATION

- 5.1. All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.
- 5.2. All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.
- 5.3. All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.
- 5.4. The Municipality agrees to enforce applicable law in a non-discriminatory manner against all other providers of Cable Service doing business in the Municipality.
- 5.5. Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

- 5.6. The Supervisor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Municipality's governing body.

6. CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

- 6.1. Any work that requires the disturbance of any street or that will interfere with traffic shall be undertaken in accordance with Municipal Law.
- 6.2. No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.
- 6.3. To the extent reasonably practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent reasonably practicable, Franchisee's cable also shall be placed underground.
- 6.4. Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.
- 6.5. In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

- 6.6. Franchisee shall take reasonable measures to ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.
- 6.7. In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds. The grant of this Franchise does not establish priority for use over other present or future permit or Agreement holders or the Municipality's own use of the streets and public grounds. The Municipality shall at all times control the distribution of space in, over, under or across all streets and public grounds that are occupied by the System. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.
- 6.8. Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least twenty (20) days' written notice to Franchisee and such notice shall be sent via overnight mail by Federal Express or another overnight mail provider. The Franchisee shall be entitled to two (2) extensions of no more than twenty (20) days each of the date by which it shall protect or relocate its System, pursuant to the notice from the Municipality provided in this Paragraph 6.8. Consent to such an extension shall not be unreasonably withheld by the Municipality.
- 6.9. Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent reasonably practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In

such cases, Franchisee shall be given not fewer than ten (10) business days prior written notice in order to arrange for the changes required.

- 6.10. With the exception of routine maintenance, the Franchisee shall give notice to the Municipality and to the residents and commercial establishments in the vicinity of proposed construction, excavation, laying or stringing of cable under streets or on poles for projects more than 2,500 feet, not less than five (5) business days before the commencement of such work.

7. ASSIGNMENT OR TRANSFER OF FRANCHISE

- 7.1. No change in control or assignment of Franchisee or this Franchise shall occur without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed.
- 7.2. At least one-hundred twenty (120) days before a proposed change of control or assignment is scheduled to become effective, Franchisee shall petition in writing for the Municipality's written consent of such proposal. If the Municipality fails to render a final decision on the request for a change of control or assignment within one-hundred twenty (120) days after receipt by the Municipality, such request shall be deemed granted unless the Franchisee and the Municipality jointly agree in writing to an extension of time.
- 7.3. The Municipality may consider the following in determining the ability of the proposed assignee or transferee to meet the obligations of the Franchise hereunder and in deciding whether to grant the petition:
 - 7.3.1. The managerial and technical qualifications of proposed assignee or transferee;
 - 7.3.2. The legal integrity of proposed assignee or transferee;
 - 7.3.3. The financial ability and stability of the proposed assignee or transferee;
- 7.4. Franchisee's written petition shall be filed with the Municipality using FCC Form 394, or such similar form as hereinafter may be provided by the FCC for such purposes, and such other information as is required pursuant thereto.
- 7.5. The Franchisee shall also supply such other information that may be reasonably requested by the Municipality in connection with its review of the transfer or assignment.
- 7.6. In the event that the Municipality refuses to grant the aforementioned petition, it shall set forth the specific reasons for its decision in writing by municipal resolution.

- 7.7. No consent from or notice to the Municipality shall be required for a transfer in trust, mortgage, or other instrument of hypothecation, in whole or in part, to secure an indebtedness, or for a transfer of any interest in Franchisee or an entity controlling Franchisee to a corporation, partnership or other entity controlling, controlled by or under common control with the Franchisee. Within sixty (60) days of such a transfer, Franchise shall provide notice of the name and address of the new entity holding the Franchise in the Municipality.

8. DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

- 8.1. Subject to the other terms and conditions of this Agreement, the Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:
- 8.1.1. Franchisee fails, after sixty days (60) prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or
 - 8.1.2. Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or
 - 8.1.3. Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's Franchise Fee; or
 - 8.1.4. Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or
 - 8.1.5. Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or
 - 8.1.6. Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.
- 8.2. For purposes of this Agreement the term “material provision” or “material provisions” shall mean the following sections of this Franchise (including any referenced definitions in Section 1): Section 16, Section 17 Section 18, and Section 19.

- 8.3. Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such an ordinance or resolution shall be as follows: Municipality shall provide sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction venued in the State of New York as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.
- 8.4. In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages (except those against Franchisee and its affiliates), fires, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.
- 8.5. In the event of such circumstances as described in 8.4, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for a time period equal to the period of the existence of the events or conditions and such reasonable time period thereafter as may be necessitated by any such events or conditions.
- 8.6. Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality and the NYSPSC. Deletion of or changes to a

programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.

- 8.7. Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon written direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other Federal or State certification to provide service over the System.

9. SEVERABILITY

- 9.1. With the exception of material provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10. EFFECTIVE DATE AND TERM

- 10.1. The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.
- 10.2. Subject to Section 10.3, the term of this Agreement shall be fifteen (15) years from the effective date.
- 10.3. Should any change to state or federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or, upon sixty (60) days written notice terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYPSC review and approval.

PART II -- THE SYSTEM

11. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

- 11.1. Franchisee shall take reasonable measures to comply with all applicable Federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, Federal and State occupational safety

and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, Franchisee shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of Federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

- 11.2. Franchisee shall file requests for all necessary operating authorization with the NYSPSC and the FCC within sixty (60) days of the effective date of this Agreement.

12. SYSTEM SPECIFICATIONS

- 12.1. Subject to Federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.
- 12.2. All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable.
- 12.3. Franchisee's System shall provide for a minimum channel capacity of not fewer than seventy-five (75) channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.
- 12.4. The System shall incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent reasonably practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.
- 12.5. The design and construction of the System will include substantial utilization of fiber optic technology.

- 12.6. The System shall be so designed as to enable Franchisee to provide service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing service to all residential housing units throughout the territorial limits of the Municipality subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to extend the System to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2. A construction timetable and map of the Territorial limits is attached as Exhibit A.

13. SYSTEM PERFORMANCE STANDARDS

- 13.1. All signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the Federal and State regulatory agencies having jurisdiction. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.
- 13.2. Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

14. SYSTEM MAINTENANCE AND REPAIR

- 14.1. Franchisee shall establish and take reasonable measures to adhere to maintenance policies that provide service to subscribers at or above the performance standards set forth herein.
- 14.2. When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will reduce inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.
- 14.3. Franchisee shall have a local or toll-free telephone number so that requests for repairs or adjustments can be received at any time, twenty-four (24) hours per day, and seven (7) days per week.
- 14.4. The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with

Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

15. GENERAL SERVICE OBLIGATION

15.1. Franchisee shall provide service within the Municipality upon the lawful request of any and all persons who are owners or tenants of residential property within the Municipality, subject to the following:

15.1.1. With the exception of customized installations, all residential structures located along public rights-of-way served by an aerial plant within the territorial limits of the Municipality and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such service at the standard installation charge.

15.1.2. All commercial structures within the territorial limits of the Municipality shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said service.

15.1.3. Franchisee shall extend the System to serve all areas of the Municipality along public rights-of-way which have a density of ten (10) homes per linear mile of aerial cable or greater, or areas with less than ten (10) homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

15.2. Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under Federal and State law.

15.3. It is agreed that service offered to subscribers pursuant to this agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16. MUNICIPAL AND SCHOOL SERVICE

16.1. Upon written request from Municipality, franchisee shall provide one (1) installation of broadcast basic cable television service without monthly service charge to one (1) receiver locations at the Town Hall and one (1) receiver location

at each Fire House within the Town, subject to the applicable rules and regulations of the FCC and the NYSPSC, as set forth below:

16.1.1. Franchisee shall, without charge, provide one (1) standard aerial connection for basic service, as provided below, into the internal R.F. distribution system of the Town Hall. Where such premises consist of more than one building, only one tie-in and connection shall be provided by Franchisee.

16.1.1.1. Franchisee shall make such tie-in and connection at the location designated by the appropriate official as the location of the internal R.F. distribution System of the Town Hall. The responsibility of Franchisee shall terminate when the tie-in and connection to the internal R.F. distribution System are completed, and the responsibility for performance of the internal R.F. distribution system and for distribution of the transmissions throughout such system shall be solely that of the administrator of the Town Hall. Franchisee makes no representation or warranty as to the ability of such distribution system to carry the programs transmitted over its Cable System. However, prior to installation Franchisee will offer, without charge, technical consulting services to the Town in order to make the internal System work effectively for the purpose intended herein.

16.1.2. Franchisee shall, without charge, provide one (1) standard aerial connection for basic service, as provided below, into the internal R.F. distribution system of each Fire House within the Municipality (hereinafter singly or collectively referred to as the "Fire House premises"). Franchisee shall make a connection at one (1) outlet in each such Fire House premise for the purpose of enabling the said premises to distribute the basic cable television service. Where such Fire House premises consist of more than one building, only one tie-in and connection shall be provided by Franchisee.

16.1.2.2. Franchisee shall make such tie-in and connection at the location designated by the appropriate official as the location of the internal R.F. distribution System of the Fire House premises. The responsibility of Franchisee shall terminate when the tie-in and connection to the internal R.F. distribution System are completed, and the responsibility for performance of the internal R.F. distribution system and for distribution of the transmissions throughout such system shall be solely that of the administrator of the Fire House premises. Franchisee makes

no representation or warranty as to the ability of such distribution system to carry the programs transmitted over its Cable System.

16.1.3. Where Franchisee is serving the area, but the Fire House premises to be connected with an aerial installation is located more than five hundred (500) feet from the nearest trunk or feeder cable, the cost of the aerial cable installation beyond than five hundred (500) feet will be paid by the recipient. The cost of the aerial cable installation to the Town Hall will be free of charge, regardless of the Town Hall's distance from the nearest trunk or feeder cable.

16.1.4 For underground installations, Franchisee shall charge the recipient its actual cost. Such cost estimates shall be submitted to said recipient, in writing, before installation is begun.

16.2. Cable Modem Internet Service to Municipal Facility. Upon written request from Municipality, Franchisee shall provide without charge cable modem service to the Town Hall or other place where the public business is conducted on behalf of the municipality in the Municipality as follows: (1) one cable installation; (2) one cable modem; (3) monthly Internet access service for the term of this agreement; (4) subject to the terms, conditions and use policies of the provider of the cable modem service as those policies may exist from time to time. Only one installation and service shall be provided for the Town Hall or other place where the public business is conducted on behalf of the municipality even if the Town Hall or other place where the public business is conducted on behalf of the municipality shall be comprised of more than one building.

16.3. As used in this Agreement, the terms:

16.3.1.3. "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law; and

16.3.1.4. "Library" shall mean a library established for free public purposes by official action of a municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

16.3.1.5. "Municipal office buildings" shall mean the Municipality's Town hall, its police, fire or ambulance corps buildings, but shall not include County and State office buildings.

17. PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

- 17.1. Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.
- 17.2. Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee's said policies, rules and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.
- 17.3. The Municipality may request and Franchisee shall install one (1) remote access return line for the transmission of upstream programming from Town hall. Upon receipt of a written request, Franchisee shall install such return line within ninety (90) days. Such access return line shall be used for origination of non-commercial governmental and educational access programming by the Municipality for the benefit of Franchisee's subscribers in the Town.
- 17.4. In consideration for the rights granted in this Agreement, the Franchisee shall provide capital contributions of video production equipment, for the Town's exclusive use, to be utilized with the Municipality's educational/governmental access channel. The value of the contribution shall not exceed Fifteen Thousand and 00/100 (\$15,000.00) Dollars.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18. FRANCHISE FEE

- 18.1. Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to Five percent (5%) of Franchisee's Gross Receipts for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Municipality. Such payment shall be made on a semi-annual basis for the periods January 1 through June 30 and July 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.
- 18.2. Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

- 18.3. Each semi-annual payment shall be accompanied by a report prepared by Franchisee setting out the basis for the computation of the payment.
- 18.4. Municipality or its agent may question and request data concerning the calculation or scope of the franchisee fees paid by Franchisee to Municipality pursuant to this Section 18 within three hundred sixty five days (365) days of their payment. For each such payment, after such three hundred sixty five (365) day period has run, Municipality shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment.

19. INDEMNITY AND INSURANCE

- 19.1. Franchisee shall purchase and maintain commercial general liability insurance that shall include the following minimum coverage levels during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:
- 19.1.1. Personal injury or death: \$1,000,000 per occurrence
- 19.1.2. Property damage: \$1,000,000 per occurrence
- 19.1.3. Excess liability or umbrella coverage: \$10,000,000 per occurrence.
- 19.2. Franchisee shall defend, indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the Communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from any claim arising from the Municipality's primary negligence.

- 19.3. Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.
- 19.4. All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.
- 19.5. Not later than sixty (60) days after the effective date of this Agreement and on written request, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchise.
- 19.6. Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the State of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld or delayed.

20. RATES AND CHARGES

- 20.1. Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent required by applicable State and Federal law.
- 20.2. Franchisee shall comply with all notice requirements contained in Federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

21. EMPLOYMENT PRACTICES

- 21.1. Franchisee will not unlawfully refuse to hire, nor will it unlawfully 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.

22. MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

- 22.1. The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.
- 22.2. When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee reasonably to test, analyze, and report on the performance of the System consistent with the requirements of NYPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality and the NYPSC in performing such testing.
- 22.3. At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23. MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

- 23.1. The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.
- 23.2. If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall reasonably determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24. REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

- 24.1. Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the NYSPSC, the FCC, or other governmental entities that concern

Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.

- 24.2. Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

25. MANDATORY RECORD KEEPING

- 25.1. Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.
- 25.2. The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law.
- 25.3. All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Sections 25.4 through 25.6 and applicable privacy laws.
- 25.4. Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, Municipality shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to persons who must have access to such information in order to perform their duties on behalf of the Municipality.
- 25.5. In the event Municipality receives a request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.
- 25.6. If Franchisee determines in its sole discretion that information requested by Municipality contains proprietary or confidential data, or if records requested by

Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality's request.

26. MUNICIPAL EMERGENCIES

- 26.1. Franchisee shall participate, to the extent required by law, rule or regulation in the Emergency Alert System established pursuant to Part 11 of the FCC's rules. Such facilities shall, to the extent required by law, rule or regulation, be made available to the Municipality on a shared basis with other municipalities in the region.

**PART V -- FRANCHISEE'S OBLIGATIONS TO SUBSCRIBERS AND
CUSTOMER SERVICE REQUIREMENTS**

27. COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

- 27.1. Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee's customer service responsibilities.

28. EMPLOYEE IDENTIFICATION/TRAINING

- 28.1. Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.
- 28.2. Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

29. REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

- 29.1. Franchisee shall utilize a telephone system that shall meet, at a minimum, the customer service standards set by Federal and State law.
- 29.2. Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and

standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30. MISCELLANEOUS PROVISIONS

- 30.1. Franchisee shall ensure that within a reasonable time the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.
- 30.2. The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).
- 30.3. Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.
- 30.4. Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated herein.
- 30.5. This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.
- 30.6. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31. NOTICE

- 31.1. Notices required under this Agreement shall in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Cablevision Systems Corporation
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Regional Vice President, Adam Falk

With a copy to:

Cablevision of Wappingers Falls, Inc.
1111 Stewart Avenue
Bethpage, NY 11714
Attention: Legal Department

Notices to the Municipality shall be mailed to:

Town of Milan
20 Wilcox Circle
Milan, NY 12571
Attention: Town Supervisor

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32. PERIODIC PERFORMANCE EVALUATION SESSIONS

- 32.1. Upon thirty (30) days prior notification by the Municipality, Franchisee shall be prepared to participate in an evaluation of the performance of Franchisee under this Agreement. The timing of such performance evaluations shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.
- 32.2. Not fewer than fourteen (14) days prior to any performance evaluation, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of Municipality and reasonably related to the operation of the System in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, Federal or State filings.
- 32.3. During review and evaluation, Franchisee shall reasonably cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25 of this Agreement.
- 32.4. Each performance evaluation shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

- 32.5. No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

33. EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

- 33.1. Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or provisions is identified in writing by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.
- 33.2. Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach shall be barred if Municipality has not provided notice of such claimed breach, pursuant to the procedures outlined in Section 8 and provided however that the claimed breach has occurred no later than six (6) years prior to Municipality providing notice to Franchisee.

34. LEVEL TERMS

- 34.1. In the event that the Municipality grants one (1) or more franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility which shall offer services substantially equivalent to services offered by the System, it shall not make the grant on more favorable or less burdensome terms than are contained herein. If Franchisee finds that the agreement(s) granting said other franchise(s) contain provisions imposing lesser obligations or more favorable terms on the company(s) thereof than are imposed by the provisions of this Agreement, then Franchisee may petition the Municipality for a modification of this Agreement. Franchisee shall be entitled with respect to said lesser obligations or more favorable terms to such modification(s) of this Agreement as may be determined to be necessary to insure fair and equal treatment by this Agreement and said other Agreements.
- 34.2. In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality, the Franchisee shall have a right

to petition for Franchise Agreement amendments that relieve the Franchisee of burdens in this Agreement that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably withhold granting the Franchisee's petition and so amending the Franchise Agreement.

34.3. Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under Federal, State or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35. APPROVAL OF THE NYSPC

35.1. The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable Federal, State and local law, the Rules and Regulations of the FCC, the NYSPSC, and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

Town of Milan

By: Richard W. Barrett

Supervisor Richard Barrett

Date: 4-28-08

CABLEVISION OF WAPPINGERS FALLS, INC.

OK By: Adam E. Falk

Vice President Adam Falk

Date: 7-22-08

Exhibit A

(as referred to in Section 12.6)

The construction of the Franchisee's HFC (Hybrid Fiber/Coax) Network will extend to the territorial limits of the Municipality. At present, Franchisee's anticipated schedule (with schedule dates measured from the month that the NY PSC issues the confirmation order approving this franchise) calls for 0% deployment at 6 months, 5% deployment at 12 months, 10% deployment at 18 months, 20% deployment at 24 months, 30% deployment at 30 months, 40% deployment at 36 months, 55% deployment at 42 months, 70% deployment at 48 months, 85% deployment at 54 months and 100% deployment at 60 months ('deployment' meaning activation of the system, ready to market to residents). This schedule is subject to further review and modification by the Franchisee consistent with Section 895.5(b)(1) of the NY PSC rules and regulations; provided, however, that Franchisee shall provide to the Municipality and the NY PSC of any material changes to this schedule. A map of the Municipality's Territorial Limits is attached.

EXHIBIT V

Full Environmental Assessment Form

And

Addendum to Environmental Assessment Form

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

Setting:

The Town of Milan encompasses 23,000 acres; it is located in north-central Dutchess County, adjacent on the north to the border of Columbia County, bordered on the east by the Towns of Red Hook and Rhinebeck, on the south by the Towns of Clinton and Stanford and on the west by the Town of Pine Plains. It is a community of 4,500 residents occupying an area of 36 square miles (approx. 23,000 acres) with 1,100 residential units.

Cablevision seeks a franchise to construct and operate a cablesystem throughout the municipal boundaries of the Town. The cablesystem proposed for the Town of Milan is (1) not within the agricultural district, (2) not in or substantially contiguous to a Critical Environmental Area, and (3) not contiguous to a National Natural Landmark.

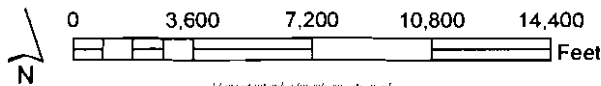
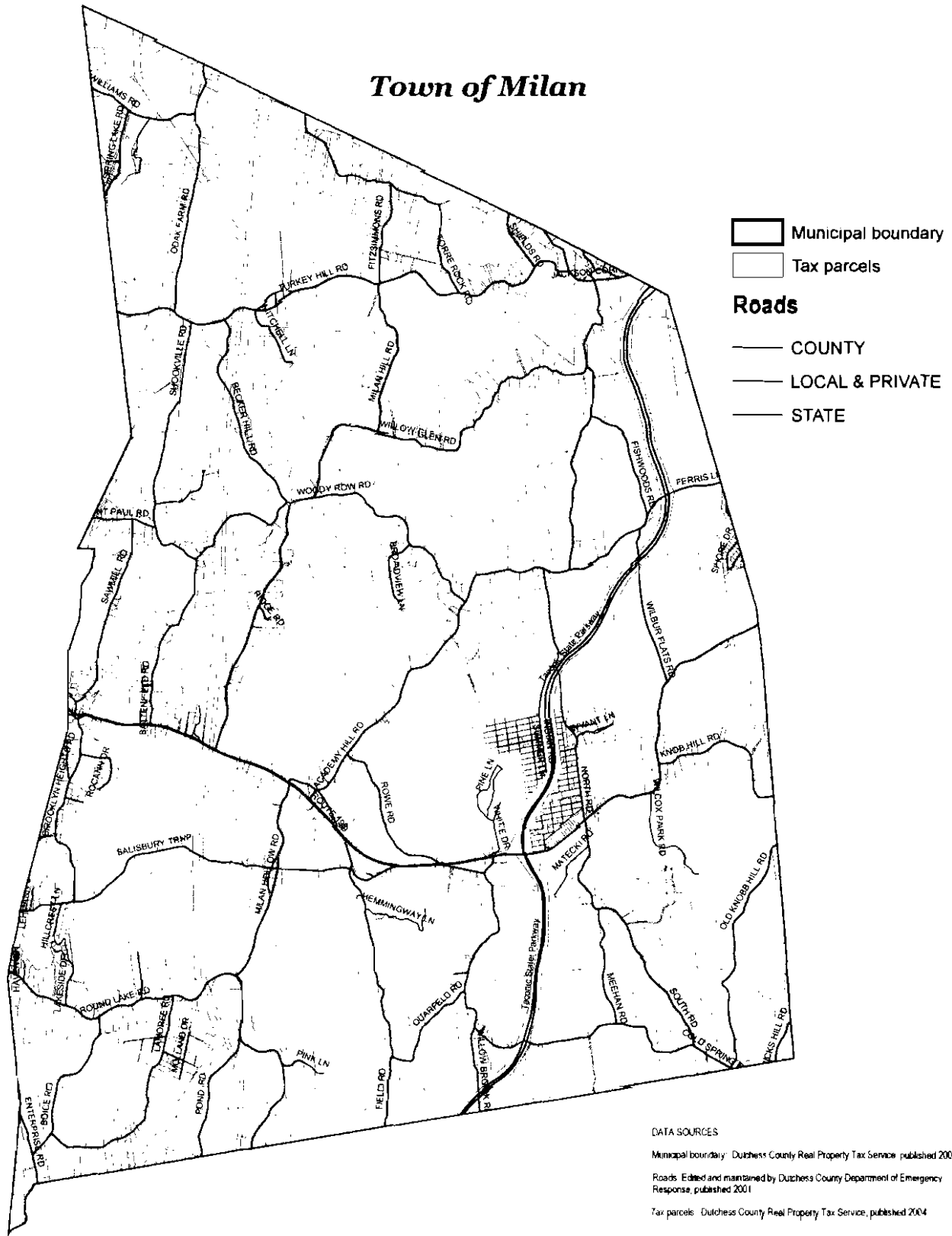
A street map and agricultural district map are included with this addendum.

Description of Potential Construction Activities:

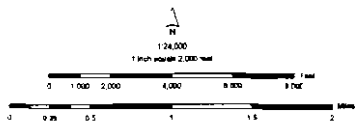
The Commission is being asked to approve the Town's award of a cable television franchise to Cablevision. The franchise will enable Cablevision to deliver video programming to customers over its fiber-to-the-node (FTTN) network, which is also used for the provision of voice and data services. Cablevision's FTTN extensions and drop wires 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. Cablevision's services will be delivered over existing distribution routes and supporting structures within Town right-of-ways. Cablevision's construction activities would not impact undeveloped areas.

Cablevision's Town of Milan plant will extend from contiguous infrastructure in the Towns of Clinton and Hyde Park. The project is estimated to include 82 miles of new cable plant construction.

Town of Milan



Map not intended for site-specific work



Town of Milan
Agricultural District 20
Dutchess County, New York

Legend
 - - - - - Agricultural District Boundary
 - - - - - Waterway
 - - - - - Road

Agricultural Districts Formed Pursuant to
 Dutchess County Real Property Tax Services, August 2008
 Map prepared by: TERRY HOPKIN
 GIS Unit, Environmental Program
 Cornell Cooperative Extension Dutchess County
 January 2007

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 Cablevision of Wappingers Falls, Inc. franchise agreement

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

Wholly within the Town of Milan, Dutchess County, New York

Name of Applicant/Sponsor Cablevision of Wappingers Falls, Inc.

Address 1111 Stewart Ave.

City / PO Bethpage State NY Zip Code 11714

Business Telephone 516-803-2300

Name of Owner (if different) N/A

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

Activities undertaken by Cablevision of Wappingers Falls, Inc. pursuant to the authority awarded by this franchise.

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: townwide acres.

APPROXIMATE ACREAGE	PRESENTLY	AFTER COMPLETION
Meadow or Brushland (Non-agricultural)	_____ acres	_____ acres
Forested	_____ acres	_____ acres
Agricultural (Includes orchards, cropland, pasture, etc.)	_____ acres	_____ acres
Wetland (Freshwater or tidal as per Articles 24,25 of ECL)	_____ acres	_____ acres
Water Surface Area	_____ acres	_____ acres
Unvegetated (Rock, earth or fill)	_____ acres	_____ acres
Roads, buildings and other paved surfaces	_____ acres	_____ acres
Other (Indicate type) <u>Townwide: approx. 23,000 acres</u>	<u>23,000</u> acres	<u>23,000</u> acres

3. What is predominant soil type(s) on project site? Normal (rock, gravel, dirt)
- 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% 50 % ☒ 10- 15% 50 % ☐ 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? unknown (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:

Cabling will be placed on existing infrastructure.

Identify each species:

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:

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

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

b. Size (in acres):

17. Is the site served by existing public utilities? ☒ Yes ☐ No
- a. If YES, does sufficient capacity exist to allow connection? ☒ Yes ☐ No
- b. If YES, will improvements be necessary to allow connection? ☒ Yes ☐ No
18. Is the site located in an agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☒ No
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: 23,000 acres.
- b. Project acreage to be developed: townwide acres initially; townwide acres ultimately.
- c. Project acreage to remain undeveloped: townwide acres.
- d. Length of project, in miles: 82 (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. N/A %
- f. Number of off-street parking spaces existing N/A ; proposed N/A
- g. Maximum vehicular trips generated per hour: N/A (upon completion of project)?
- h. If residential: Number and type of housing units:

	One Family	Two Family	Multiple Family	Condominium
Initially	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Ultimately	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

- i. Dimensions (in feet) of largest proposed structure: N/A height; width; length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? N/A ft.

2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? N/A tons/cubic yards.

3. Will disturbed areas be reclaimed ☐ Yes ☐ No ☒ N/A

- a. If yes, for what intended purpose is the site being reclaimed?

- b. Will topsoil be stockpiled for reclamation? ☐ Yes ☐ No
- c. Will upper subsoil be stockpiled for reclamation? ☐ Yes ☐ No

4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? 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: 60 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)

Standard household electrical voltage

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

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

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

If yes, explain:

25. Approvals Required:

		Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Town Board - Milan, NY	4/14/2008
City, Town, Village Planning Board	<input type="checkbox"/> Yes <input type="checkbox"/> No		
City, Town Zoning Board	<input type="checkbox"/> Yes <input type="checkbox"/> No		
City, County Health Department	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other Local Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Other Regional Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No		
State Agencies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSPSC	5-2008
Federal Agencies	<input type="checkbox"/> Yes <input type="checkbox"/> No		

C. Zoning and Planning Information

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

If Yes, indicate decision required:

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

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

N/A

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

N/A

4. What is the proposed zoning of the site?

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?

Rural community.

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? N/A

- a. What is the minimum lot size proposed? _____

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

11. Will the proposed action create a demand for any community provided services (recreation, education, police, fire protection)?

☐ Yes ☒ No

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

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

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

D. Informational Details

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

E. Verification

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

Applicant/Sponsor Name Cablevision of Wappingers Falls Date 5-6-2008

Signature 

Title Vice-President, Government & Regulatory Affairs

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

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

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

Instructions (Read carefully)

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

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

Impact on Land

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

NO ☐ YES ☐

Examples that would apply to column 2

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

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

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

☐ NO ☐ YES

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

Impact on Water

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

☐ NO ☐ YES

Examples that would apply to column 2

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

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

☐ NO ☐ YES

Examples that would apply to column 2

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

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
5. Will Proposed Action affect surface or groundwater quality or quantity? <input type="checkbox"/> NO <input type="checkbox"/> YES			
Examples that would apply to column 2			
• Proposed Action will require a discharge permit.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires use of a source of water that does not have approval to serve proposed (project) action.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action requires water supply from wells with greater than 45 gallons per minute pumping capacity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Construction or operation causing any contamination of a water supply system.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will adversely affect groundwater.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Liquid effluent will be conveyed off the site to facilities which presently do not exist or have inadequate capacity.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action would use water in excess of 20,000 gallons per day.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will likely cause siltation or other discharge into an existing body of water to the extent that there will be an obvious visual contrast to natural conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will require the storage of petroleum or chemical products greater than 1,100 gallons.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will allow residential uses in areas without water and/or sewer services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action locates commercial and/or industrial uses which may require new or expansion of existing waste treatment and/or storage facilities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
6. Will Proposed Action alter drainage flow or patterns, or surface water runoff?			
<input type="checkbox"/> NO <input type="checkbox"/> YES			
Examples that would apply to column 2			
• Proposed Action would change flood water flows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action may cause substantial erosion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action is incompatible with existing drainage patterns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will allow development in a designated floodway.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON AIR

7. Will Proposed Action affect air quality?			
<input type="checkbox"/> NO <input type="checkbox"/> YES			
Examples that would apply to column 2			
• Proposed Action will induce 1,000 or more vehicle trips in any given hour.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will result in the incineration of more than 1 ton of refuse per hour.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Emission rate of total contaminants will exceed 5 lbs. per hour or a heat source producing more than 10 million BTU's per hour.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will allow an increase in the amount of land committed to industrial use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Proposed Action will allow an increase in the density of industrial development within existing industrial areas.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON PLANTS AND ANIMALS

8. Will Proposed Action affect any threatened or endangered species?			
<input type="checkbox"/> NO <input type="checkbox"/> YES			
Examples that would apply to column 2			
• Reduction of one or more species listed on the New York or Federal list, using the site, over or near the site, or found on the site.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

☐ NO ☐ YES

Examples that would apply to column 2

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change |
|--|-------------------------------------|-----------------------------------|--|
| • Proposed Action would substantially interfere with any resident or migratory fish, shellfish or wildlife species. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action requires the removal of more than 10 acres of mature forest (over 100 years of age) or other locally important vegetation. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

☐ NO ☐ YES

Examples that would apply to column 2

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change |
|--|-------------------------------------|-----------------------------------|--|
| • The Proposed Action would sever, cross or limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Construction activity would excavate or compact the soil profile of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • The Proposed Action would irreversibly convert more than 10 acres of agricultural land or, if located in an Agricultural District, more than 2.5 acres of agricultural land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

IMPACT ON AESTHETIC RESOURCES

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

☐ NO ☐ YES

Examples that would apply to column 2

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change |
|---|-------------------------------------|-----------------------------------|--|
| • Proposed land uses, or project components obviously different from or in sharp contrast to current surrounding land use patterns, whether man-made or natural. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed land uses, or project components visible to users of aesthetic resources which will eliminate or significantly reduce their enjoyment of the aesthetic qualities of that resource. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Project components that will result in the elimination or significant screening of scenic views known to be important to the area. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

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

☐ NO ☐ YES

Examples that would apply to column 2

- | | 1
Small to
Moderate
Impact | 2
Potential
Large
Impact | 3
Can Impact Be
Mitigated by
Project Change |
|---|-------------------------------------|-----------------------------------|--|
| • Proposed Action occurring wholly or partially within or substantially contiguous to any facility or site listed on the State or National Register of historic places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Any impact to an archaeological site or fossil bed located within the project site. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will occur in an area designated as sensitive for archaeological sites on the NYS Site Inventory. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

	1 Small to Moderate Impact	2 Potential Large Impact	3 Can Impact Be Mitigated by Project Change
• Other impacts:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

IMPACT ON OPEN SPACE AND RECREATION

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

☐ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • The permanent foreclosure of a future recreational opportunity. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • A major reduction of an open space important to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

--

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

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

☐ NO ☐ YES

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

--

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • Proposed Action to locate within the CEA? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quantity of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will result in a reduction in the quality of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will impact the use, function or enjoyment of the resource? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

--

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

IMPACT ON TRANSPORTATION

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

☐ NO ☐ YES

Examples that would apply to column 2

- Alteration of present patterns of movement of people and/or goods.
- Proposed Action will result in major traffic problems.
- Other impacts:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

IMPACT ON ENERGY

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

☐ NO ☐ YES

Examples that would apply to column 2

- Proposed Action will cause a greater than 5% increase in the use of any form of energy in the municipality.
- Proposed Action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two family residences or to serve a major commercial or industrial use.
- Other impacts:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

NOISE AND ODOR IMPACT

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

☐ NO ☐ YES

Examples that would apply to column 2

- Blasting within 1,500 feet of a hospital, school or other sensitive facility.
- Odors will occur routinely (more than one hour per day).
- Proposed Action will produce operating noise exceeding the local ambient noise levels for noise outside of structures.
- Proposed Action will remove natural barriers that would act as a noise screen.
- Other impacts:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?

☐ NO ☐ YES

- | | | | |
|--|--------------------------|--------------------------|--|
| • Proposed Action may cause a risk of explosion or release of hazardous substances (i.e. oil, pesticides, chemicals, radiation, etc.) in the event of accident or upset conditions, or there may be a chronic low level discharge or emission. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action may result in the burial of "hazardous wastes" in any form (i.e. toxic, poisonous, highly reactive, radioactive, irritating, infectious, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Storage facilities for one million or more gallons of liquefied natural gas or other flammable liquids. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action may result in the excavation or other disturbance within 2,000 feet of a site used for the disposal of solid or hazardous waste. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Other impacts: | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

19. Will Proposed Action affect the character of the existing community?

☐ NO ☐ YES

Examples that would apply to column 2

- | | | | |
|---|--------------------------|--------------------------|--|
| • The permanent population of the city, town or village in which the project is located is likely to grow by more than 5%. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • The municipal budget for capital expenditures or operating services will increase by more than 5% per year as a result of this project. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will conflict with officially adopted plans or goals. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will cause a change in the density of land use. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Proposed Action will replace or eliminate existing facilities, structures or areas of historic importance to the community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Development will create a demand for additional community services (e.g. schools, police and fire, etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

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

☐ NO ☐ YES

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

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

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

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

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

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

To answer the question of importance, consider:

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

APPLICATION FOR A CABLE TELEVISION FRANCHISE
IN THE TOWN OF MILAN, DUTCHESS COUNTY, NEW YORK,
BY CABLEVISION OF WAPPINGERS FALLS, INC.

Cablevision of Wappinger Falls, Inc. ("Cablevision") respectfully submits this application form ("Application") and requests the award of a cable television franchise from the Town of Milan, Dutchess County, New York ("Municipality"). In this application, Cablevision answers questions set forth in Title 16, Part VIII, Part 894, Section 894.5, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended.

894.5 (a) A description of the cable television system proposed to be constructed which description shall contain, but need not be limited to, information regarding:

894.5 (a) (1): Channel capacity, including both the total capability of the proposed system and the number of channels to be energized immediately:

As of 4/10/2008, more than two hundred eighty (280) channels will be energized immediately on the system. Our cable plant network uses state of the art technology including fiber optic cable. The network is a two-way interactive system, at a minimum of 750 MHz, offering a combination of analog and digital, standard definition and high definition channels, high-speed data and voice services.

894.5(a)(2): Television and radio broadcast signals which the applicant intends to carry on its system initially:

A current channel line-up is attached as Exhibit 1.

894.5(a)(3): Extent and type of any origination cable casting to be undertaken, and the facilities, equipment and staff to be employed therein:

Customers will receive local programming produced by Cablevision employees from the Cablevision studio facilities at 719 Old Route 9N, Wappinger Falls, NY. From the same location, the public and educational access channels will originate. The government access channel will originate from the Town of Milan Wilcox Memorial Town Hall, 20 Wilcox Circle, Milan, NY.

894.5(a)(4): System layout or design, including where applicable:

894.5(a)(4)(i): Location of antennae and headend(s):

The antennae and headend is located at: 719 Old Route 9N, Wappingers Falls, NY.

894.5(a)(4)(ii): Plans for a two-way capability, including a proposed schedule indicating when two-way capability will become available from particular points location or origination points and origination facilities:

The plant in the Municipality is an extension of the plant currently in operation in the Towns of Hyde Park and Clinton. It is a Hybrid Fiber Coax ("HFC") architecture with active two-way capability. (A diagram is attached as Exhibit 2.)

894.5(a)(4)(iii): Location or origination points and origination facilities:

There is one (government access) origination point designed for the plant in the Municipality at the Town of Milan Wilcox Memorial Town Hall, 20 Wilcox Circle, Milan, NY, with origination facilities at the same location.

894.5(a)(4)(iv): Extent and type of automated services to be provided:

There are no automated services designed into this plant for the Municipality.

894.5(a)(4)(v): Number of channels to be utilized for access cablecasting, and the facilities, equipment, staff and other support to be available to access users including access utilization or production costs [, if any]:

There are (3) channels designated for access cablecasting on the system. There are no facilities, equipment, staff or other support designated for the Municipality beyond what is specifically determined by the franchise agreement.

894.5(b): The terms and conditions under which service is to be provided to educational and governmental entities:

Cablevision will comply with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access.

894.5(c): Terms concerning rates and construction schedules which satisfy the requirements of Part 895 of this Title:

Cablevision's cable television service rates and available packages as of 4/10/2008 are attached in Exhibit 1. The Territorial Limits specific to this application comprises approximately 80 miles of aerial and underground plant adhering to applicable lawful customary time, place and manner permitting requirements of the Municipality and NYSPSC Section 895.5(b)(1).

894.5(d): If an application seeks a franchise for an area for which an existing franchise is in effect, the applicant shall indicate specifically whether it will provide service on the same terms and conditions as contained in such existing franchise and may include a proposed franchise consistent therewith:

Cablevision will provide service on terms and conditions consistent with the needs and interests of the Municipality and the level playing field requirement set forth in Section 895.3 of the rules of the NYSPSC.

894.5(e): A statement of the applicant's experience in the cable television field including, if applicable, the names and professional experience of the persons or organizations who will be responsible for the construction, installation and operation of the proposed system:

Cablevision has been constructing, installing and operating cablesystems in the State of New York for more than 30 years. The plant designated for the Municipality is an extension of current infrastructure already constructed and in operation contiguous to the Municipality in the Towns of Clinton, Pine Plains and Stanford, New York.

894.5(f): A statement indicating whether the applicant or any of its principals owns or operates any other cable television system, directly or indirectly, and a statement indicating the name of any such operations and the name and address of the chief executive officer(s) of the franchising authority(s) in which such system or station is located:

Cablevision Systems Corporation does not own or operate any other cable television system, directly or indirectly.

894.5(g): A documented plan for financing the proposed system, which plan shall indicate specifically every significant anticipated source of capital and any and all limitations or conditions with respect to the availability of the indicated sources of capital:

Cablevision intends to finance construction of the HFC system in the Municipality through internal capital funds. The cost of construction for this system is projected to be five million dollars. A full reporting of Cablevision's financial condition is in the 2007 Form 10-K, available at: <http://www.cablevision.com/investor/sec.jsp>

894.5(h): A statement indicating whether the applicant or any of its principals (which, in the case of a corporation, shall include all officers, directors and persons having a legal or equitable interest in ten percent or more of the voting stock): (i) has ever been convicted of a crime involving moral turpitude (including criminal fraud) or is presently under an indictment charging such a crime; (ii) has ever been held liable by any court of competent jurisdiction in any civil action based on fraud, deceit or misrepresentation; or (iii) has ever been punished or censured in any jurisdiction for any violation or attempted violation of any law, rule or order relating to cable television operations:

Cablevision has no knowledge of any such finding of guilt toward Cablevision, any person controlling cablevision, or any officer, director or major stockholder of Cablevision.

**CABLEVISION OF
WAPPINGERS FALLS,
INC.**

**Channel Line-UP
(as of 4/14/2008)**

2 WCBS New York (CBS)
3 WPXN New York (ION)
4 WNBC New York (NBC)
5 WNYW New York (FOX)
6 WXTV Paterson
(Univision)
7 WABC New York (ABC)
8 WNJN Montclair (IND)
9 My9
10 WTBY New York (IND)
11 CW11
12 HSN
13 WNET New York (PBS)
14 Cablevision Channel
Guide
15 W42AE New York (PBS)
16 WNJU Linden
(Telemundo)
17 WFUT Newark
(TeleFutura)
18 Local
Programming/Leased Access
19 WRNN Kingston (IND)
20 WMBC Newton (IND)
21 Public Access/CMT
22 Educational/Government
Access
23 MSNBC
24 CNBC
25 CNN
26 FOX News Channel
27 Discovery Channel
28 The Learning Channel
29 Food Network
30 HGTV
31 Religious Programming
32 Cartoon Network
33 Nickelodeon
34 TV Land
35 ESPN2
36 ESPN
37 TNT
38 USA Network
39 TBS
40 FX
41 Spike TV
42 WE tv
43 AMC
44 Bravo
45 Lifetime

46 A&E
47 The History Channel
48 Sci-Fi Channel
49 ABC Family
50 Comedy Central
51 E!
52 VH1
53 MTV
54 BET
55 MTV2
56 Disney Channel
57 Animal Planet
58 truTV
59 CNN Headline News
60 SportsNet New York
61 News 12 Traffic &
Weather
62 The Weather Channel
63 Travel Channel
65 C-SPAN
66 C-SPAN2
67 Speed Channel
68 Turner Classic Movies
69 The Golf Channel
70 YES Network
71 MSG
72 MSG Plus
78 QVC
82 HBO
83 IFC
84 Showtime
85 Cinemax
86 The Movie Channel
87 fuse
88 GSN
89 SoapNet
90 Showtime Too
91 Flix
92 Pay Per View
93 Pay Per View
94 Playboy TV (Adult)
95 Club Jenna (Adult)
96 HBO2
100 iO Digital Channel
Guide
101 iO Showcase
102 C-SPAN3
103 EuroNews
104 BBC World News
105 Bloomberg TV
107 WABC Plus
108 Eyewitness News Now
109 WNBC Weather Plus
110 WNBC 4.4
116 NYS Legislative TV
120 Discovery Kids

121 Toon Disney
122 Nicktoons TV
123 Noggin
124 The N
131 Kids Thirteen
132 WLIW World
133 WLIW Create
140 ESPN Classic
141 ESPNEWS
142 FOX Soccer Channel
145 The Golf Channel
146 VERSUS
148 NBA TV
160 Bio
161 History International
162 National Geographic
Channel
170 The Science Channel
171 Investigation Discovery
172 Discovery Home
Channel
173 Military Channel
175 G4
179 Logo
180 Oxygen
181 ShopNBC
182 Jewelry Television
184 Great American Country
185 BET Jazz
186 VH1 Classic
187 CMT
188 MTV Hits
189 VH1 Soul
190 Fox Movie Channel
191 Hallmark Channel
192 Sundance Channel
195 MTV Tr3s
196 FOX Sports en Español
197 mun2
199 V-Me
200 World Picks Latino On
Demand
201 TVE Internacional
202 CNN en Español
203 Docu TVE
204 Momentum TV
205 Infinito
206 telefe internacional
207 The History Channel en
Español
208 Canal Sur
209 TV Colombia
210 TV Chile
211 Supercanal Caribe
212 Discovery en Español
213 Dominican View

214 La Familia Network	276 SPT (Portuguese Programming)	382 TMC Xtra West
215 EWTN Español	279 RAI (Italian Programming)	401 NHL Network
216 María+Visión	282 TV Polonia (Polish Programming)	402 TVG Network
217 Cartoon Network (SAP)	291 The Jewish Channel On Demand	403 FUEL TV
218 Sorpresa	300 <u>HBO On Demand</u>	404 FOX College Sports Pacific
219 Toon Disney (SAP)	301 HBO Signature	405 FOX College Sports Central
220 ESPN Deportes	302 HBO Family	406 FOX College Sports Atlantic
221 CASA Club TV	303 HBO Comedy	407 Outdoor Channel
222 Utilísima Satelital	304 HBO Zone	408 VERSUS
223 Fox Sports en Español	305 HBO Latino	409 GOL TV
224 GOL TV	306 HBO West	410 The Golf Channel
225 Latele Novela	307 HBO2 West	411 MavTV
226 MTV Tr3s	308 HBO Signature West	414 iO Sports2
227 mun2	309 HBO Family West	430 NBA TV
229 HTV música	320 <u>Showtime On Demand</u>	431 NBA League Pass ® Preview
230 Cine Latino	321 Showtime Showcase	500 <u>On Demand</u>
231 iO Sports	322 Showtime Extreme	502 <u>Free On Demand</u>
232 Azteca America	323 Showtime Beyond	503 <u>Disney Channel On Demand</u>
233 VeneMovies	324 Showtime Next	506 <u>here! On Demand</u>
234 Telemicro Internacional	325 Showtime Family Zone	507 <u>Anime Network On Demand</u>
235 Ecuavisa Internacional	326 Showtime Women	508 <u>IFC in Theaters On Demand</u>
236 Caracol TV Internacional	327 Showtime West	512 <u>WWE 24/7 On Demand</u>
237 WAPA America	328 Showtime Too West	513 <u>Howard TV On Demand</u>
238 The Chinese Channel/Sino TV	329 Showtime Showcase West	515 Adult On Demand
239 ET Global NY (Chinese Programming)	339 Starz On Demand	516 Playboy TV On Demand
240 CCTV-4 (Chinese Programming)	340 Starz	517 <u>Too Much for TV On Demand</u>
242 World Picks Hindi On Demand	341 Starz Cinema	600 iO Dashboard
243 TV Asia (South Asian Programming)	342 Starz Kids & Family	604 MSG Interactive
244 ITV Gold (South Asian Programming)	343 Starz Edge	605 <u>Optimum Autos</u>
245 Zee TV (South Asian Programming)	344 Starz inBlack	606 <u>Optimum Homes</u>
246 SET Asia (South Asian Programming)	345 Starz West	607 CNET TV
250 World Picks Russian On Demand	349 Encore On Demand	610 <u>iO Games</u>
251 RTVi (Russian Programming)	350 Encore	612 News 12 Interactive
252 RTN (Russian Programming)	351 Encore Action	620 Move 'n Match Puzzles
253 Channel 1 Russia	352 Encore Mystery	630 Caller ID on iO TV
254 NTV America (Russian Programming)	353 Encore Westerns	631 Hollywood.com TV
261 MKTV (Korean Programming)	354 Encore Love	632 Broadway.com TV
262 MBC (Korean Programming)	355 Encore Drama	652 FX Preview Channel
263 The Korean Channel (Korean Programming)	356 Encore Wam	700 Hi-Def On Demand
265 TV Japan	357 Encore West	701 MOJO HD
267 TV5 Monde	370 <u>Cinemax On Demand</u>	702 CBS HD
	371 ActionMAX	704 NBC HD
	372 MoreMAX	705 FOX HD
	373 ThrillerMAX	707 ABC HD
	374 WMAX	709 My9 HD
	375 @MAX	710 HDNews
	376 5 StarMAX	711 CW HD
	377 OuterMAX	713 Thirteen HD
	378 Cinemax West	
	380 TMC Xtra	
	381 TMC West	

714 Gallery HD
 715 YES HD
 716 MSG HD
 717 MSG Plus HD
 718 SportsNet New York HD
 719 VERSUS HD/The Golf Channel HD
 720 WorldSport HD
 722 Family Room HD
 723 Animanía HD
 724 Treasure HD
 725 CNN HD
 726 National Geographic Channel HD
 727 HD Theater
 728 Equator HD
 729 Ultra HD
 730 HGTV HD
 734 Rush HD
 735 ESPN2 HD
 736 ESPN HD
 737 TNT in HD
 739 TBS in HD
 740 Starz HD
 744 Universal HD
 750 HBO HD
 760 Showtime HD
 766 Food Network HD
 770 Cinemax HD
 776 Kung Fu HD
 777 Monster HD
 778 Film Fest HD
 779 World Cinema HD
 780 The Movie Channel HD
 785 Rave HD
 786 GamePlay HD
 801 Music Choice® Channels
 801 Sounds of the Season
 802 Today's Country
 803 Classic Country
 804 Bluegrass
 805 Hip-Hop and R&B
 806 Classic R&B
 807 R&B Soul
 808 R&B Hits
 809 Rap
 810 Metal
 811 Rock
 812 Arena Rock
 813 Classic Rock
 814 Adult Alternative
 815 Alternative
 816 Retro-Active
 817 Electronica
 818 Dance

819 Lite Hits
 820 Adult Top 40
 821 Hit List
 822 Kidz Only!
 823 Party Favorites
 824 Showcase
 825 '90s
 826 '80s
 827 '70s
 828 Solid Gold Oldies
 829 Smooth Jazz
 830 Jazz
 831 Blues
 832 Reggae
 833 Soundscapes
 834 Easy Listening
 835 Big Band & Swing
 836 Singers & Standards
 837 Show Tunes
 838 Contemporary Christian
 839 Gospel
 840 Classical Masterpieces
 841 Light Classical
 842 Pop Latino
 843 Musica Urbana
 844 Salsa y Merengue
 845 Mexicana
 846 Rock en Español
 847 Americana
 848 Opera
 900 iO Upgrades
 901 Order Optimum Online

High definition (HD) channels require a high definition digital cable box and an HD-ready television set.

Programming subject to change or discontinuance.

Customers who do not have a digital cable box will receive Oxygen on Channel 64.
 Customers in Beacon and Orange County will receive Local Programming/Leased Access on Channel 18.

Customers in Orange County will receive News 12 Hudson Valley on Channel 12 and HSN on Channel 18.
 Channels 18, 31 and 66 may be periodically interrupted with alternate programming.

A digital cable box is needed for services above Broadcast Basic and some Broadcast Basic channels.

Milan Application: Exhibit 2

