

January 7, 2015

VIA EMAIL (secretary@dps.ny.gov)

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350

Re: Empire Video Services Corporation's Application for Certificate of Confirmation
– Village of Canisteo Cable Franchise

Dear Secretary Burgess:

Enclosed herewith for filing are copies of the following items for your approval and issuance of a Certificate of Confirmation pursuant to Part 897 of Title 16 of New York Codes, Rules and Regulations:

1. a form of Cable Television Franchise Agreement between Empire Video Services Corporation and the Village of Canisteo (the "Franchise Agreement");
2. resolutions of the Village of Canisteo approving the Franchise Agreement;
3. a description of the cable system subject to the Franchise Agreement, consistent with Section 895.1(b) of the Commission's rules;
4. the required public hearing legal notice with proof of publication;
5. a Full Environmental Assessment Form for this project;
6. Empire Video Services Corporation's required legal notice, which has been ordered to be published concurrent with the filing of this application and for which proof of publication will be forwarded promptly when received; and
7. a Method of Service Form for this application.

Empire Video Services Corporation anticipates commencing cable services pursuant to the enclosed Franchise Agreement (and will provide a fully executed version thereof) upon the Commission's issuance of the Certificate of Confirmation requested hereby.

We are concurrently providing a copy of this application to the Village Clerk for the Village of Canisteo via certified mail and will provide a copy of the certified mail delivery confirmation promptly when received.

If you have any questions, please contact me at the phone number below.

Sincerely,



Brian Ketchum
VP/GM

cc: Brian Wagner - COO, EVSC (via email)
Village Clerk for the Village of Canisteo (via email and certified mail)

BC
Enclosures

ENCLOSURE #1
TO
EMPIRE VIDEO SERVICES CORPORATION'S
APPLICATION FOR CERTIFICATE OF CONFIRMATION
- VILLAGE OF CANISTEO CABLE FRANCHISE -

Franchise Agreement

See attached.

**CABLE TELEVISION
FRANCHISE AGREEMENT**

Village of Canisteo

THIS AGREEMENT, executed this 1 day of December, 2014, by and between the **Village of Canisteo** (hereafter referred to as the Municipality) by the Mayor acting in accordance with the authority of the duly empowered local governing body, (hereinafter referred to as the Board) and **EMPIRE VIDEO SERVICES CORPORATION**, a corporation, organized and existing under the laws of the State of New York, the local place of business of which is located at 34 Main St. Prattsburgh, NY 14873 hereinafter referred to as "Empire Video."

WITNESSETH

WHEREAS, pursuant to the laws of the Municipality, the Board has the exclusive power on behalf of the Municipality to grant franchises providing for or involving the use of the Streets (as defined in Section 1 hereof) and to give the consent of the Municipality to any franchisee for or relating to the occupation of the Streets; and

WHEREAS, pursuant to the Communications Act (as define in Section 1 hereof), the Board has the authority to grant cable television franchises and renewals thereof on behalf of the Municipality and whereas the Board and Empire Video have complied with the franchise procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal pursuant to applicable State laws and the regulations promulgated thereunder; and

WHEREAS, the Municipality has conducted negotiations with Empire Video and has conducted one or more public hearings on Empire Video's franchise proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of Empire Video's technical ability, financial condition and character; said public hearing also included consideration and approval of Empire Video's plans for constructing and operating the Cable Television System (as defined in Section 1 hereof); and

WHEREAS, following such public hearings and such further opportunity for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to grant Empire Video a television franchise as provided hereinafter; and

WHEREAS, the Board, in granting the Franchise (as defined in Section 1 hereof), embodied in this Agreement the results of its review and any negotiations with Empire Video and has determined that this Agreement and Empire Video, respectively, fulfills and will fulfill the needs of the Municipality with respect to Cable Television Service (as defined in Section 1 hereof) and complies with the standards and requirements of the NYSPSC (as defined in Section 1 hereof);

NOW, THEREFORE, in consideration of the foregoing clauses, which clauses are hereby made a part of this Agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

SECTION 1 - DEFINED TERMS

Unless the context clearly indicates that a different meaning is intended:

- (a) "Agreement" has the meaning set forth in the introductory paragraph hereof.
- (b) "Basic Service" means any "Service Tier" which includes the retransmission of local broadcast signals.
- (c) "Board" has the meaning set forth in the introductory paragraph hereof. Whenever the context shall permit, Board and Municipality shall be used interchangeably and shall have the same meaning under this Agreement.
- (d) "Cable Television Service" means
 - (1) The one way transmission to Subscribers of Video Programming, or other programming service, and
 - (2) Subscriber interaction, if any, which is required for the selection or use of such Video Programming, or other programming service.
- (e) "Cable Television System" means a facility, consisting of a set of closed transmission including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that provides Cable Television Service to multiple subscribers within a community.
- (f) "Communications Act" means the Communications Act of 1934 (47 U.S.C. Sec. 521 *et seq.*), as amended.
- (g) "Effective Date" shall be the date upon which the NYSPSC issues an Order and Certificate of Confirmation with respect to the Franchise that is satisfactory in form and substance to each party hereto in its respective discretion.
- (h) "Empire Video" has the meaning set forth in the introductory paragraph hereof.
- (i) "FCC" means the Federal Communications Commission, its designees and any successor hereto.
- (j) "Franchise" means the grant or authority given hereunder to Empire Video to construct and operate a Cable Television System in the Municipality in accordance with the terms hereof.
- (k) "Franchise Fees" has the meaning set forth in Section 18(a) below.
- (l) "Gross Revenues" means all revenues net of franchise fees actually received by and paid to Empire Video by Subscribers residing within the Municipality for Cable Television Service purchased by Subscribers on a regular, recurring monthly basis.
- (m) "May" is permissive.

- (n) "Municipality" has the meaning set forth in the introductory paragraph. Wherever the context shall permit, Board, Council and Municipality shall be used interchangeably and shall have the same meaning under this Agreement.
- (o) "NYSPSC" means New York State Public Service Commission.
- (p) "NYSPSC Rules" means Title 16 of the New York State Code of Rules and Regulations.
- (q) "Person" means an individual, partnership, association, co1lon1tion, joint stock company trust, corporation, or organization of any kind.
- (r) "Service Tier" means a category of Cable Television Service provided by Empire Video over the Cable Television System for which a separate rate is charged for such category by Empire Video.
- (s) "Shall" or "will" are mandatory.
- (t) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and waters within or belonging to the Municipality.
- (u) "Subscriber" means any Person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.
- (v) "Video Programming" means any and all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 - CONSENT TO FRANCHISE AND CONDITION PRECEDENT

- (a) The Municipality hereby grants to Empire Video the non-exclusive right to construct, erect, operate and maintain a Cable Television System and to provide Cable Television Service within the Municipality as it now exists and may hereafter be changed, and in so doing to use the Streets of the Municipality by erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across any and all said Streets such facilities (e.g., poles, wires, cables, conductors, ducts, conduits, vaults, pedestals, manholes, amplifiers, appliances, attachments and other property) as is deemed necessary or useful by Empire Video, for the operation of its Cable Television System. Additionally, the Municipality, insofar as it may have the authority to so grant, hereby authorizes Empire Video to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes of erecting, installing, constructing, repairing, replacing, reconstructing, maintaining and retaining in, on, over, under, upon and across such easements such facilities of the Cable Television System as is deemed necessary or useful by Empire Video, for the operation of its Cable Television System. Upon request by Empire Video and at Empire Video's sole expense, the Municipality hereby agrees to assist Empire Video in gaining access to and using such easements.

- (b) Nothing in this Franchise shall limit the right of Empire Video to transmit any kind of signal, frequency, or provide any type of service now in existence or which may come into existence and which is capable of being lawfully transmitted and distributed by those facilities owned and operated by Empire Video. The provision by Empire Video of any service other than Cable Television Service shall be subject to all applicable laws and regulations and to any right the Municipality may have to require fair and reasonable compensation for Empire Video's use of the rights-of-way to provide such service, provided that such requirement is non-discriminatory and competitively neutral.
- (c) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Agreement and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to Cable Television Service.
- (d) In the event the Municipality grants to any other Person (being referred to as "Grantee" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a Cable Television System or any similar system or technology, the Municipality shall insert the following language into any such franchise, consent or other document and/or promptly pass a resolution, conditioning the use of the Streets or any part thereof by any such Person, as follows:

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

As used in the above paragraph quoted above, the term "Empire Video" shall mean Empire Video, as defined in this Agreement, and its successors, assigns and transferees.

- (e) The Franchise is non-exclusive. Any grant of a subsequent franchise shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Empire Video hereunder.

As used in this Section, the phrase, "occupancy or use of Streets," or any similar phrase, shall not be limited to the physical occupancy or use thereof but shall include any use above or below the Streets by any technology including but not limited to infrared transmissions.

SECTION 3 - APPROVAL OF COMPANY BY MUNICIPALITY

- (a) This Franchise is subject to and complies with all applicable Federal and State laws and regulations, including, without limitation, the rules of the NYSPSC concerning franchise standards. The Municipality hereby acknowledges and agrees that this Agreement has been entered into by it in accordance with and pursuant to the Communications Act. The Municipality hereby represents and warrants that this Agreement has been duly entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with Empire Video for the purposes of evaluating Empire Video and negotiating this Agreement and granting the Franchise.
- (b) In a full and public proceeding, affording due process, the Municipality has considered and approved Empire Video's technical ability and character and has considered and found adequate Empire Video's plans for constructing and operating a Cable Television System.

SECTION 4 - FRANCHISE TERM

The term of this Franchise shall be ten (10) years, commencing on the Effective Date.

SECTION 5 - ASSIGNMENT OR TRANSFER OF FRANCHISE

- (a) Empire Video shall not transfer the Franchise to any person, firm, company, corporation or any other entity without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or denied.
- (b) In the event that the Municipality refuses to grant such consent, it shall set forth specific reasons for its decision in writing by municipal resolution.
- (c) Notwithstanding the above, this Section 5 shall not be applicable and no prior approval shall be required if Empire Video shall transfer the Franchise to any Person controlling, controlled by, or under the same common control as Empire Video.

SECTION 6 - REVOCATION

- (a) The Municipality may revoke this Franchise and all rights afforded Empire Video hereunder in any of the following events or for any of the following reasons:
 - (i) Empire Video fails after sixty (60) days written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision of this Franchise. Notwithstanding the above, should Empire Video comply or take said reasonable steps to comply within said sixty days' notice, the Municipality's right to revoke this Franchise shall immediately be extinguished; or
 - (ii) Empire Video is adjudged a bankrupt; or
 - (iii) Empire Video knowingly and willfully attempts or does practice a material fraud or deceit in its securing of the Franchise.
- (b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted an ordinance setting forth the cause and reason for the revocation and the effective date thereof, which ordinance shall not be adopted until the expiration of one hundred twenty (120) days from the date of delivery of written notice to Empire Video specifying the reasons for revocation and an opportunity for Empire Video to be fully and fairly heard on the proposed adoption of such proposed ordinance. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing Empire Video with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence and the right to question witnesses. A transcript shall be made of such hearing. Empire Video shall have the right to appeal any such administrative decision to a state or federal district court as Empire Video may choose and the revocation shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

SECTION 7 - INDEMNIFICATION & INSURANCE

- (a) Empire Video shall indemnify and hold harmless the Municipality from all liability, damage and reasonable cost or expense arising from claims of injury to persons or damage to property occasioned by reason of any conduct of Empire Video its employees or agents undertaken pursuant to the Franchise. The Municipality shall promptly notify Empire Video of any claim for which it seeks indemnification; afford Empire Video the opportunity to fully control the defense of such claim and any compromise, settlement, resolution or other disposition of such claim, including by making available to Empire Video all relevant information under its control.
- (b) Empire Video shall as of the Effective Date of this Franchise obtain liability insurance in the minimum amount set forth within and shall furnish to the Municipality evidence of such liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional named insured, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, Empire Video shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage herein referred to above may be included in one or more policies covering other risks of Empire Video or any of its affiliates, subsidiaries or assigns.

SECTION 8 - USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

- (a) Empire Video hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by Empire Video for Empire Video's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, Empire Video may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations which shall not be unreasonably withheld or delayed.
- (b) Subject to the provisions of sub-paragraph Section 8(c) below, in such areas of the Municipality where it or any sub-division thereof shall hereafter duly require that all utility lines be installed underground, Empire Video shall install its lines underground in accordance with such requirement.

- (c) Notwithstanding the foregoing, if Empire Video shall in any instance be unable to install or locate its wires underground, then the Municipality, on being apprised of the facts thereof, shall permit such wires to be installed above the ground even though other facilities in the area may be placed, or required to be placed, underground. However, any such permission shall be on such conditions as the Municipality may reasonably require.

SECTION 9 - RELOCATION OF PROPERTY

- (a) Whenever the Municipality shall require the relocation or reinstallation of any property of Empire Video in or on any of the Streets of the Municipality as a result of the relocation or other improvements by the Municipality of any such Streets, it shall be the obligation of Empire Video on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality. In the event any other Person, including a public utility, is compensated for similar relocation or reinstallation then in such case Empire Video shall be similarly compensated.
- (b) Empire Video shall, on request of any Person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, and/or the raising or lowering of wires or other property shall be paid in advance to Empire Video by the Person requesting the same. Empire Video shall be given in such cases not less than five (5) working days prior written notice in order to arrange for the changes required.

SECTION 10 - USE & INSTALLATION

- (a) Empire Video or any Person authorized by Empire Video to erect, construct or maintain any of the property of Empire Video used in the transmission or reception of Cable Television Service shall at all times employ due care under the facts and circumstances and shall maintain and install said property of Empire Video in accordance with commonly accepted methods and principles in the cable television industry so as to prevent failures and accidents likely to cause damage or injury to members of the public. All Cable Television System equipment shall conform to those standards of the National Electrical Code and the National Board of Fire Underwriters which exist at the time said equipment is installed and replaced.

- (b) Empire Video agrees to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on any Street of the Municipality. Empire Video shall construct and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of the cable system in a safe, thorough and reliable manner. Empire Video shall promptly repair or replace any municipal property damaged or destroyed by Empire Video so as to restore it to serviceable condition.
- (c) Whenever Empire Video or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to Empire Video from the Municipality or after Empire Video becomes aware of the same, in such fashion so as to restore the property or Street to substantially the same serviceable condition. Empire Video is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e., in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cable and other equipment of Franchisee's Cable Television System.

SECTION 11 - CONTINUOUS SERVICE

Empire Video shall continue to provide Cable Television Service to all subscribers who meet their obligations to Empire Video with respect to its Cable Television Service. Empire Video shall not, without the written consent of the Municipality abandon its Cable Television System or any portion thereof in such a way as would limit its ability to continue to provide Cable Television Service to all subscribers without the written consent of the Municipality.

SECTION 12 - FRANCHISE AREA AND LINE EXTENSION

Empire Video shall comply with the requirements for construction of cable television plant and provision of Cable Television Service as set forth in Section 895.5 NYSPSC Rules, as from time to time may be amended, supplemented or changed.

SECTION 13 - OPERATION AND MAINTENANCE

- (a) Empire Video shall contract and maintain its Cable Television System using materials of good and durable quality and shall perform all work involved in the construction, installation, maintenance and repair of its Cable Television System in a safe, thorough and reliable manner.
- (b) Empire Video shall maintain and operate its Cable Television System at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the NYSPSC Rules and the technical requirements set forth by the FCC. Empire Video shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. Empire Video shall have, at all times, an agent on call able to perform minor repairs or corrections to malfunctioning equipment of the Cable Television System. Empire Video shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling and switching equipment, shall be acted upon promptly after notification. Empire Video shall maintain a means to receive repair service requests and notice of right and authority to request an inspection or test performed, all at the Municipality's expense. Empire Video shall fully cooperate in the performance of such testing.
- (c) Throughout the term of the Franchise, Franchisee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

SECTION 14 - RATES

Empire Video shall not illegally discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers.

SECTION 15 - SERVICE TO PUBLIC FACILITIES, ACCOUNTABILITY PROVISIONS AND INSPECTION OF RECORDS

- (a) At the request of the Municipality, Empire Video shall provide and maintain a single service outlet and Basic Service to any school, police station, firehouse and municipally owned building which is occupied for governmental purposes, provided the connection point is no further than two hundred feet (200') from the closest feeder line of the Cable Television System. All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, without the express written consent of Empire Video.

- (b) Municipality, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of Empire Video which are pertinent to Empire Video's compliance with the terms and conditions of this Agreement.
- (c) Municipality and Empire Video agree that Empire Video's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding Subscribers.
- (d) The Municipality will maintain the confidentiality of any information obtained pursuant to this Agreement to the extent required by law, provided Empire Video has advised Municipality of the confidential nature of the information. In the event that the Municipality receives request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Municipality will give Empire Video notice of such request as soon as possible prior to disclosure in order to allow Empire Video to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

SECTION 16 - PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS CHANNELS

Empire Video shall comply with the standards for public, educational and governmental (PEG) access channels as set forth in Section 895.4 of the NYSPSC Rules as from time to time may be amended, supplemented or changed.

SECTION 17 -ADDITIONAL SUBSCRIBER SERVICES

- (a) Payment for equipment provided by Empire Video to subscribers and the installation, repairs, and removal thereof shall be paid in accordance with Empire Video's standard and customary practices and applicable rules and regulations of the FCC.
- (b) Notice of Empire Video's procedures for reporting and resolving billing disputes and Empire Video's policy and the subscribers rights in regard to "personally identifiable information," as that term is defined in Section 631 of the Communications Act, will be given to each Subscriber at the time of such Subscriber's initial subscription to the Cable Television System Services and thereafter to all Subscribers as required by Federal or State law.
- (c) Empire Video shall offer to, and shall notify in writing, the Subscribers of the availability of locking program control devices which enable the Subscriber to limit reception of obscene or indecent programming in the Subscriber's residence.

- (d) In accordance with the applicable requirements of Federal and State laws, Empire Video shall provide written notice of any increases in rates or charges for any of its Cable Television Service.
- (e) The Administrator, as the case may be, for the Municipality for the Franchise shall be the Mayor of the Municipality. The Administrator is responsible for the continuing administration of the Franchise on behalf of the Municipality. All correspondence and communications between Empire Video and the Municipality pursuant to this Franchise shall be addressed by Empire Video to the Administrator.
- (f) It is agreed that all Cable Television Service offered to any Subscribers under the Franchise shall be conditioned upon Empire Video having legal access to any such Subscriber's dwelling units or other units wherein such Cable Television Service is provided.
- (g) Empire Video shall comply with the Customer Service Consumer Protection Standards set forth in Part 890 of the NYSPSC Rules.
- (h) At least once each year, Empire Video shall provide notice to each Subscriber of its procedures for reporting and resolving Subscriber complaints.

SECTION 18 - FRANCHISE FEES

- (a) Empire Video shall pay the Municipality an amount equal to 5% of Empire Video's Gross Revenues received by Empire Video directly from Subscribers for Cable Television Services purchased by Subscribers on a regular, recurring monthly basis.
- (b) There shall be applied as a credit against the Franchise Fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on Empire Video or any Subscribers, or both, which are discriminatory against Empire Video or any Subscribers, (ii) any non-capital expenses incurred by Empire Video in support of the PEG access requirements of the Franchise and (iii) any fees or assessments payable to the NYSPSC which when combined with all other fees and credits would exceed 5% of gross revenues. Empire Video shall have the right to apply Franchise Fees paid as a credit against special franchise assessments pursuant to section 626 of the New York State Real Property Tax Law.

- (c) Payment of the Franchise Fee shall be due quarterly within sixty (60) days of the end of the company's quarter. Empire Video shall submit to the Municipality, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof. Failure to render timely payment of the Franchise Fee, as listed above, will result in a penalty of \$50.00 a day until paid.
- (d) It is expressly recognized and acknowledged by the parties to this Agreement that the Federal Communications Commission (FCC) has recently ruled that Internet and telephone services are not Cable Television Services and that revenues from such services are not to be included in the calculation of Gross Revenues upon which Franchise Fees are determined herein.

In the event that it is hereafter authoritatively determined by (1) the United States Congress, or (2) the FCC, or (3) the U.S. Circuit Court for the Second Circuit, or (4) any U.S. Circuit court in which the same issue from an action in the Second Circuit has been consolidated, or (5) any Supreme any further amendment to the Court or appellate court of the State of New York from which an appeal to a higher court has not been filed, that Franchise Fees are lawfully payable for such services, then and in any such event Empire Video will, within 60 days thereafter, commence Franchise Fee payments hereunder relating to such services without necessity for agreement.

SECTION 19 - SEVERABILITY, GOVERNING LAW, POLICE POWERS REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION

- (a) Should any provision of this Agreement be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.
- (b) To the extent not inconsistent with or contrary to applicable Federal law, the terms of this Agreement shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Agreement or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable Federal law, including the Communications Act, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable Federal laws.
- (c) In addition to the provisions contained in this Agreement and in existing applicable ordinances, the Municipality may adopt such additional regulations as it shall find necessary in the exercise of its police power, provided, however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Agreement.

- (d) Empire Video shall file requests for any necessary operating authorization with the NYSPSC and the FCC within sixty (60) days from the date the Franchise is awarded by the Municipality.
- (e) Empire Video will not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any individual in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

SECTION 20 - NOTICE

All notices required herein shall be in writing and shall be deemed delivered when received by United States certified mail, return receipt requested, or on the date of delivery to addressee when sent by express mail, or overnight, or hand delivered to the parties and locations as specified below. Both Empire Video and Municipality may change where notice is to be given by giving notice to the other.

When notices sent to Empire Video:

Empire Video Services Corporation
Attention: Brian Ketchum
Prattsburgh, New York 14873
Telephone: (607) 522-3712
Facsimile: (607) 522-4274

When notices sent to Municipality:

Mayor William Tucker
Village of Canisteo
8 Green St.
Canisteo, New York 14823
Telephone: (607) 698-4553

SECTION 21 - FORCE MAJEURE

In no event, and notwithstanding any contrary provision in this Agreement, shall the Franchise be subject to revocation or termination, or Empire Video be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of strike, Acts of God, acts of public enemies, order of any kind of a government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of Empire Video. Empire Video shall not be deemed to be in violation or default during the continuance of such inability and Empire Video shall be excused from its obligations herein during the course of any such events or conditions and the time specified for performance of Empire Video's obligations hereunder shall automatically extend for a period of time equal to the period of the existence of any such events or conditions and such reasonable thereafter as shall have been necessitated by any such events or conditions.

SECTION 22 - RIGHTS OF ENFORCEMENT

Nothing contained in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

SECTION 23 - FURTHER ASSURANCES

The Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Empire Video may reasonably request in order to effect and confirm the Franchise and the rights and obligations contemplated herein.

SECTION 24 - INTEGRATION

This Agreement supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Agreement may be amended (except as otherwise expressly provided for herein) only by agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by State law, amendments hereto shall be confirmed or approved by the NYSPSC.

This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one (1) original.

The headings of the various Sections of this Agreement are for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

The rights and remedies of the parties pursuant to this Agreement are cumulative and shall be in addition to and not in derogation of any rights or remedies which the parties may have with respect to the subject matter of this Agreement.

SECTION 25 - NO JOINT VENTURE


Nothing herein shall be deemed to create a joint venture or any agency or employment relationship between the parties, and neither party is authorized to nor shall either party act toward any third parties or to the public in any manner which would indicate any such relationship with the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of DECEMBER, 2014.

Empire Video Services Corporation

By: 
Brian J. Ketchum
VP/GM

Village of Canisteo

By: 
William Tucker
Mayor

ENCLOSURE #2
TO
EMPIRE VIDEO SERVICES CORPORATION'S
APPLICATION FOR CERTIFICATE OF CONFIRMATION
- VILLAGE OF CANISTEO CABLE FRANCHISE -

Resolutions of the Village of Canisteo

See attached.

VILLAGE OF CANISTEO
PUBLIC HEARING ON FRANCHISE AGREEMENT WITH
EMPIRE VIDEO SERVICES CORPORATION
DECEMBER 1, 2014

Public Hearing called to order at 7:00 PM

A) Call to order:

Present: Mayor Tucker, Trustees Harkenrider, Seaman, Beers, Mayo and Clerk-Treasurer Melissa A. Day

Also in attendance: Brian Ketchum, Dennis Cole, Ryan Papaserge, Bill Dugan, Kyle Amidon and Wally Wade.

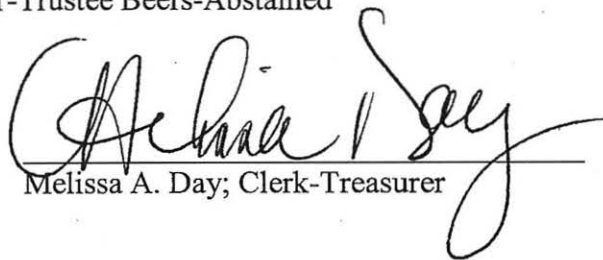
B) Presentation of the Franchise Agreement: Presentation giving by Brian Ketchum, VP/GM. Empire Video will use state-of-the-art technology to deliver video signals for a minimum of 120 channels within the Municipality.

C) Comments by members of the Village Board: None

D) Public Comments and Questions: Bill Dugan-WLEA- When will the first household will have access to this service and also is the price going to be competitive with the current providers. Mr. Ketchum responded in saying the process should take up to 10-12 months depending on Albany and it will be on average \$30 cheaper than the current provider depending on the service you choose.

E) Motion to adjourn the Hearing was made by Trustee Seaman and seconded by Trustee Mayo. All aye votes. Motion carried 4-0-1-Trustee Beers-Abstained

Adjourned 7:16 p.m.


Melissa A. Day; Clerk-Treasurer

Village of Canisteo
REGULAR BOARD MEETING MINUTES
December 1, 2014

Finance Meeting at 6:30 p.m.

Regular Meeting called to order at 7:18 p.m

Pledge of Allegiance: Mayor Tucker led all present in the Pledge of Allegiance.

A) CALL TO ORDER:

Present: Mayor Tucker, Trustees Harkenrider, Beers, Seaman, Mayo and Clerk-Treasurer Melissa A. Day.

Also in attendance: Brian Ketchum, Dennis Cole, Ryan Papaserge, Bill Dugan, Kyle Amidon and Wally Wade.

B) APPROVAL OF MINUTES OF PREVIOUS MEETINGS:

A motion to approve the Regular Board Meeting Minutes of November 3, 2014 was made by Trustee Beers and seconded by Trustee Seaman. Motion carried 5-0.

C) DEPARTMENT REPORTS:

1) **Codes and Insurance** – (T. Mayo): The report is on file in the Village Office for review. Everything listed is a typical month. Violations, permits and inspections.

2) **Fire and Ambulance** - (J. Beers): 7 of 14 Ambulance calls were village related. 0 of 3 fire alarms were village related.

3) **Public Safety / Police** - (J. Beers): The report is on file in the Village Office for review. The Dodge Charger went to Saia for rewiring. The battery was constantly dead.

4) **Streets / Water / Sewer** - (G. Seaman): The report is on file in the Village Office for review.

5) **Budget Oversight** - (T. Harkenrider): Continue to work on financials. The cash position was reported.

6) **Court Report** – The report is on file in the Village Office for review. Fines and fees collected for the month of November were \$1270.00.

7) **Planning Board/Zoning Boards-** (C. Harrington) – The report is on file in the Village. ZBA approved a 6 foot setback variance at 44 East Main Street.

8) **Steuben Co. Legislator-** (E. Booth)-Nothing to report.

D) CORRESPONDENCE:

- 1) Letter from Social Services re. HEAP
- 2) Letter received from a resident re. leaf pick up and we responded.
- 3) Thank you from the School re. our assistance in their waterline break.
- 4) Letter from Southern Tier Central re. Planning School Lecture Series.
- 5) Letter from Attorney General re. puppy mills.
- 6) Steuben Livingston Central Labor Council Holiday Gathering 12/11/14
- 7) Letter from NYS Urban and Community Forestry Council re. Tree Autopsy Workshop.
- 8) Sister City Packet.

E) PUBLIC COMMENT: None.

F) STATUS REPORT:

- 1) **Junk Vehicle-** The report is on file in the Village Hall for review.
- 2) **Rental Housing Registrations-** The report is on file in the Village Hall for review. Placing an advertisement and sending out a mailing for a reminder.
- 3) **Rental Housing Inspections-** The report is on file in the Village Hall for review.
- 4) **SRTS-** Have been emailing with Fisher Associates and NYSDOT about our next bidding process.
- 5) **North Hornell St. Bridge-** This project is complete with a rollover in CHIP funds.

G) OLD BUSINESS:

- 1) Reminder that Village residents and business owners are responsible for keeping their sidewalks clear of snow and ice.
- 2) Off Street Parking- Will discuss with Dennis Cole about solutions.
- 3) Spring Street Sluice pipe/driveway repair- Issue has been resolved at the owner's expense. Note that it is now functioning properly.
- 4) Town user delinquent water/sewer bill- Currently drafting a contract.

H) NEW BUSINESS & DISCUSSION ITEMS:

- 1) A sincere "Thank You" to all who helped place lights on the Christmas trees around the downtown park and in the band stand. And a special "Thank You" to Stephens Tree Farm for the generous donation of the Christmas trees and wreath for the village office.
- 2) Recognition of Kanestio Historical Society and Canisteo Community Support Group for hosting this year's "Christmas in the Village".
- 3) Resolution to approve a Franchise Agreement with Empire video Services Corporation as presented was made by Trustee Harkenrider and seconded by Trustee Mayo. Motion carried 4-0-1-Trustee Beers-Abstained.
- 4) Resolution to approve a Franchise Agreement with Community Cable Corporation d/b/a North Penn Video as presented was made by Trustee

Harkenrider and seconded by Trustee Mayo. Motion carried 4-0-1-Trustee Beers-Abstained.

- 5) Motion made by Trustee Beers and seconded by Trustee Seaman to accept the slate of new officers of the Canisteo Fire Department as follows:
Chief- Jeff Chase
First Assistant Chief- Dave Woodworth
Second Assistant Chief- Brent Bixby
Fire Captains- Don Merring, Dan Oles, Anthony Westbrook.
All aye votes. Motion carried 5-0.
- 6) Please note that there is an article in Life in the Finger Lakes Magazine about the Village of Canisteo.

I) EXECUTIVE SESSION: None.

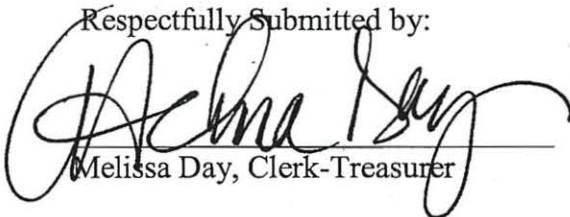
J) RESOLUTION TO PAY INVOICES PREVIOUSLY APPROVED IN FINANCE MEETING:

Motion was made to pay invoices previously reviewed in the Finance Meeting by Trustee Harkenrider and seconded by Trustee Beers. All aye votes. Motion carried 450.

K) RESOLUTION TO ADJOURN REGULAR BOARD MEETING: Motion was made by Trustee Beers and seconded by Trustee Seaman; all aye votes. Motion carried 5-0.

Time: 7:56 p.m.

Respectfully Submitted by:



Melissa Day, Clerk-Treasurer

VILLAGE OF CANISTEO
8 GREEN STREET
CANISTEO, NEW YORK 14823

I, Melissa A. Day, Clerk-Treasurer for the Village of Canisteo, NY do certify the resolution adopted by the Village Board is as follows:

RESOLUTION

WHEREAS, the Village Board has been presented with a proposed Franchise Agreement with Empire Video Services Corporation (the "Franchise Agreement"),

NOW, THEREFORE, the following resolutions are hereby adopted:

RESOLVED, that the Franchise Agreement is approved, and to that end Village Mayor is hereby authorized, in the name and on behalf of the Village, to (i) execute and deliver in the name and on behalf of the Village, the Franchise Agreement, (ii) take all such other actions (with the advice of counsel) as may be required to institute the cable television franchise contemplated by the Franchise Agreement, including without limitation, further negotiation and preparation of the Franchise Agreement and the execution and delivery of any necessary agreements, amendments, supplements, extensions, certificates, notes and other documents and instruments, all in form and substance as may be approved by the Village's Mayor (his signature thereon being conclusive evidence of such approval), and (iii) take such further actions as the Village's Mayor may deem necessary or advisable and appropriate to consummate the transactions hereby approved and otherwise to carry out the purpose and intent of these resolutions.

RESOLVED, that all actions taken by the Village's Mayor to date in connection with the Franchise Agreement are hereby ratified and affirmed in all respects.

VILLAGE OF CANISTEO
8 GREEN STREET
CANISTEO, NEW YORK 14823

Motion made by Trustee Harkenrider and seconded by Trustee Mayo. All aye votes. Motion carried 4-0-1-Trustee Beers abstained.

VOTE: Mayor Tucker- Aye
Trustee Harkenrider- Aye
Trustee Seaman- Aye
Trustee Beers- Abstained
Trustee Mayo-Aye

Date: December 1, 2014


Melissa Day, Clerk-Treasurer

(Seal)

ENCLOSURE #3
TO
EMPIRE VIDEO SERVICES CORPORATION'S
APPLICATION FOR CERTIFICATE OF CONFIRMATION
- VILLAGE OF CANISTEO CABLE FRANCHISE -

Description of the Cable System

Under Section 895.1(b) of the rules of the New York Public Service Commission (the "Commission"), the description of the proposed video system must include the following items: (1) the specific geographical areas to be wired, and the location of all trunk and feeder plant; (2) the anticipated stages of completion of construction at six-month intervals for the entire franchise area; (3) a specific schedule showing that significant construction will be accomplished and cable television service will be available to a significant number of subscribers within one year after the effective date of the certificate of confirmation of the franchise; (4) the minimum channel capacity of the system; and (5) a description of any areas where the system will be extended and service made available only in accordance with specific conditions, which requirement may be fulfilled by reference to the minimum standards governing line extension in Section 895.5 of the Commission's rules. Empire Video Services Corporation ("Petitioner") discusses each item in turn below.

1. Geographic Areas to be Wired and Feeder Trunk and Plant

The cable system (the "System") subject to the Cable Television Franchise Agreement (the "Franchise Agreement") between Petitioner and the Village of Canisteo (the "Municipality") is comprised of one (1) head end that is located in northern Pennsylvania and serves as a point for video content aggregation, along with the existing fiber optic telecommunications trunking facilities of Petitioner's affiliate, Empire Long Distance Corporation ("Empire"). As a provider

of telecommunications services in portions of the Finger Lakes Region and Western New York, Empire has extant fiber optic trunking facilities located in the Municipality. The facilities consist of fiber optic cable in the form of cable trunks and drop wires to individual customers who subscribe to Petitioner's telecommunications and/or internet services and, soon, video services in the "Franchise Area" pursuant to Section 2 of the Franchise Agreement.

2. Stages of Completion of Construction

As indicated above, Petitioner already has, or will, buildout in the Franchise Area. Except for drop wires to each customer who subscribes to Petitioner's video services, which will be installed upon Petitioner's receipt of such customer's subscription, all telecommunications network facilities within the Franchise Area have already been completely built.

3. Service Availability Schedule

The launch of Petitioner's cable television services in the Franchise Area will happen immediately upon the Commission's issuance of the requisite Certificate of Confirmation.

4. Channel Capacity

The number and nature of the particular channels that will be offered are subject to modification by Petitioner in its sole discretion. Petitioner will offer a minimum channel capacity of seventy eight (78) channels per Section 13 of the Franchise Agreement upon launch of its Cable Television Services in the Municipality. A proposed list of channels is attached as Exhibit A. All services will be delivered in digital MPEG-4 format. Petitioner will offer a digital expanded basic package as well as a premium service packages.

5. Line Extension

Petitioner will extend its facilities in line extension areas within the Municipality to potential subscribers who are willing to contribute to the cost of construction in accordance with Section 895.5(b)(2) of the Commission's rules.

Exhibit A

Proposed List of Channels

See attached.



HD Channels

Tier 1 HD			Tier 3 HD		
302	NBC HD	WBRE	401	Golf Channel HD	
303	NBC HD	WETM	403	NBC Sports HD	
304	ABC HD	WENY	409	Fox Movie Ch. HD	
305	PBS HD	WSKG	413	Dest America HD	
306	ABC HD	WNEP	419	Hallmark Movie HD	
307	FOX HD	WYDC	421	ESPN News HD	
308	FOX HD	WOLF	422	ESPNU HD	
310	CW HD	WSWB	427	CBS Sports HD	
312	CBS HD	WENY			
316	CBS HD	WYOU			
Tier 2 HD			HD Movie Channels		
318	SyFy HD		517	Showtime HD	
322	Discovery HD		518	Showtime 2 HD	
323	FX HD		522	Show Extreme HD	
326	USA HD		523	Show Showcase HD	
329	Hallmark HD				
330	ESPN HD		527	The Movie Ch. HD	
331	ESPN2 HD		528	The Movie Ch.Xtra HD	
333	Lifetime HD				
334	History HD		530	Starz HD	
336	CNBC HD		532	Starz Kids&Fam HD	
337	A&E HD				
338	Outdoor Channel HD				
340	Animal Planet HD				
348	E-Entertainment HD				
350	MSNBC HD				
353	TLC HD				
356	Fox Sports 1 HD				
361	Travel HD				
364	Science HD				
366	National Geo HD				
369	Oxygen HD				
370	Bravo HD				
372	Fox Sports 2 HD				
373	FXX HD				
374	MLB HD				
383	Lifetime Movie HD				

Note: The channels listed above are available in High Definition (HD) based on the Tier to which you subscribe, except for channels in the HD Extended Tier.

* Coming Soon

Premium Movie Suites

201	HBO
202	HBO 2
203	HBO Signature
204	HBO Family
205	HBO Comedy
HBO Suite \$17.00/mo.	
208	Cinemax
209	More Max
210	Action Max
211	Thriller Max
212	5Star Max
Cinemax Suite \$9.50/mo.	
217	Showtime
218	Showtime 2
219	Showtime Family
220	Showtime Beyond
221	Showtime Women
222	Showtime Extreme
223	Showtime Showcase
Showtime Suite \$13.00/mo.	
227	The Movie Ch.
228	The Movie Ch. Xtra
Add on with Showtime The Movie Ch. Suite \$1.50/mo.	
230	Starz
231	Starz Cinema
232	Starz Kids & Family
233	Starz Comedy
234	Starz Edge
235	Starz In Black
Starz! Suite \$7.50/mo.	
238	Encore
239	Encore Action
240	Encore Suspense
241	Encore Westerns
242	Encore Classic
243	Encore Black
244	Encore Family
Encore Suite \$6.00/mo.	
Pay Per View (PPV)	
800	Playboy
802	Hustler
\$4.95/ch. for 3 hr. block	
Monthly Subscription	
801	Playboy
803	Hustler
\$14.95/mo. per channel	



Digital TV Channel Line-Up

Empire Video Services Corp.

100% Digital Picture Quality
Over 250 Channels
FREE HD Service
50 Digital Music Channels

Digital Video Recorder (DVR)
& Whole Home DVR Service



Channel line-up subject to change

05/14

1-800-338-3300
www.empireaccess.com

Tier 3

(Includes Tier 1, 2 and 3)

(includes Tier 1, 2 and 3)	
101 Golf Channel	132 MTV Hits
102 Sportsman Channel	133 MTV2
103 NBC Sports Network	134 VH1 Classics
104 Flix	142 youtoo
105 BBC America	
107 Fox Business	
108 WE	
109 Fox Movie Channel	
110 Disney Junior	
111 Military Channel	
112 Investigation Discovery	
113 Destination America	
114 Hub Network	
115 Disney XD	
116 DIY Network	
117 Fit & Health	
119 Hallmark Movie Ch.	
120 FUSE	
121 ESPN News	
122 ESPNU	
123 Biography Channel	
124 H2	
125 cloo	
126 NHL Network	
127 CBS Sports Network	
128 Qubo	
129 Nick Jr.	
130 Teen Nick	
131 Nick Toons	
Additional Set-Top \$5.00/mo.	
DVR Service 7.95/mo.	
Whole Home DVR \$3.95/mo.**	
	Tier 3 \$73.40/mo.

** Must subscribe to DVR Service

**Call today to Bundle your telephone, TV
and Internet services and \$ave!**

ENCLOSURE #4
TO
EMPIRE VIDEO SERVICES CORPORATION'S
APPLICATION FOR CERTIFICATE OF CONFIRMATION
- VILLAGE OF CANISTEO CABLE FRANCHISE -

Public Hearing Legal Notice with Proof of Publication

See attached.

STATE OF NEW YORK}
STEUBEN COUNTY} SS.

AFFIDAVIT

Beth Ann Hults being duly sworn, disposes and says that she resides in the County of Steuben, and State of New York, that she is the signor and authorized designee of the publisher of The Evening Tribune, a public newspaper, published and printed daily in the City of Hornell by GateHouse Media, Inc., and that a notice of which the annexed is a printed copy, was published in said newspaper The Evening Tribune, said publication therein being on the following dates:

11/26/14

Beth Ann Hults

Subscribed and sworn to before me this 14th

day of December, 20 14

Melissa M. VanSkiver

Notary Public

Melissa M. VanSkiver
Notary Public, State of New York
Steuben County, No. 01VA6164665
Commission Expires, April 30, 2015

Legal Notice

Village of Canisteo
Notice is hereby given that the Village Board of Trustees will be holding a Public Hearing Monday, December 1, 2014 at 7PM at the Village of Canisteo Office, 8 Green Street, Canisteo, NY. The Public Hearing is for the Application of a Franchise Agreement with Empire Video Services Corporation and Community Cable Corporation d/b/a North Penn Video to provide cable television services. The Regular Village Board Meeting will be immediately following the Public Hearing.

Melissa A. Day, Village
Clerk/Treasurer

ENCLOSURE #5
TO
EMPIRE VIDEO SERVICES CORPORATION'S
APPLICATION FOR CERTIFICATE OF CONFIRMATION
- VILLAGE OF CANISTEO CABLE FRANCHISE -

Full Environmental Assessment Form

See attached.

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Village of Canisteo Cable Television Franchising		
Project Location (describe, and attach a general location map): The Village of Canisteo New York.		
Brief Description of Proposed Action (include purpose or need): EVSC will be providing cable television services to the PSA, which is the Village of Watkins Glen primarily via the stringing of fiber optic cable on utility poles and conduit owned by third-parties. The NYSPSC has identified this action as having no impact on the environment. See 16 NYCRR Section 897.6 (c).		
Name of Applicant/Sponsor: Empire Video Services Corporation		Telephone: 607 522-3712
		E-Mail: brianketchum@etcnpt.com
Address: 34 Main Street		
City/PO: Prattsburgh	State: New York	Zip Code: 14873
Project Contact (if not same as sponsor; give name and title/role): Brian Ketchum		Telephone: (607) 522-3712
		E-Mail: brianketchum@etcnpt.com
Address: SAME		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor):		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:

B. Government Approvals

B. Government Approvals Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources. i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? <input type="checkbox"/> Yes <input type="checkbox"/> No iii. Is the project site within a Coastal Erosion Hazard Area? <input type="checkbox"/> Yes <input type="checkbox"/> No		

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☐ Yes ☒ No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☐ Yes ☒ No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☐ Yes ☐ No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☐ Yes ☒ No

If Yes, identify the plan(s):

N/A

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐ Yes ☒ No

If Yes, identify the plan(s):

N/A

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☐ Yes ☒ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
N/A

b. Is the use permitted or allowed by a special or conditional use permit? ☐ Yes ☒ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☒ No

If Yes,

i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? N/A

b. What police or other public protection forces serve the project site?
N/A

c. Which fire protection and emergency medical services serve the project site?
N/A

d. What parks serve the project site?
N/A

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Commercial.

b. a. Total acreage of the site of the proposed action? Less than 1 acres

b. Total acreage to be physically disturbed? Less than 1 acres

c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? Less than 1 acres

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☒ No

i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☒ No

If Yes,

i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No

iii. Number of lots proposed? _____

iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? ☐ Yes ☒ No

i. If No, anticipated period of construction: 1 months

ii. If Yes:

- Total number of phases anticipated _____

- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year

- Anticipated completion date of final phase _____ month _____ year

- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, show numbers of units proposed.				
	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Total number of structures _____	
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length	
iii. Approximate extent of building space to be heated or cooled: _____ square feet	

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes,	
i. Purpose of the impoundment: _____	
ii. If a water impoundment, the principal source of the water: <input type="checkbox"/> Ground water <input type="checkbox"/> Surface water streams <input type="checkbox"/> Other specify: _____	
iii. If other than water, identify the type of impounded/contained liquids and their source. _____	
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres	
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length	
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____	

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) If Yes:	
i. What is the purpose of the excavation or dredging? _____	
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?	
<ul style="list-style-type: none"> • Volume (specify tons or cubic yards): _____ • Over what duration of time? _____ 	
iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____	
iv. Will there be onsite dewatering or processing of excavated materials? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe. _____	
v. What is the total area to be dredged or excavated? _____ acres	
vi. What is the maximum area to be worked at any one time? _____ acres	
vii. What would be the maximum depth of excavation or dredging? _____ feet	
viii. Will the excavation require blasting? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ix. Summarize site reclamation goals and plan: _____	

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:	
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____	

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? ☐ Yes ☐ No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? ☐ Yes ☐ No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☐ Yes ☒ No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐ Yes ☐ No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No
- Do existing lines serve the project site? ☐ Yes ☐ No

iii. Will line extension within an existing district be necessary to supply the project? ☐ Yes ☐ No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☐ No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐ Yes ☒ No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐ Yes ☐ No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐ Yes ☐ No
- Is the project site in the existing district? ☐ Yes ☐ No
- Is expansion of the district needed? ☐ Yes ☐ No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? _____ • Will line extension within an existing district be necessary to serve the project? _____ <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? _____	
If Yes: <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	
v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans): _____	
vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____	
e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? _____	
If Yes:	
i. How much impervious surface will the project create in relation to total size of project parcel? _____	
_____ Square feet or _____ acres (impervious surface)	
_____ Square feet or _____ acres (parcel size)	
ii. Describe types of new point sources. _____	
iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)? _____	
• If to surface waters, identify receiving water bodies or wetlands: _____	
• Will stormwater runoff flow to adjacent properties? _____	
iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? _____	
f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? _____	
If Yes, identify:	
i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles) _____	
ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers) _____	
iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation) _____	
g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? _____	
If Yes:	
i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) _____	
ii. In addition to emissions as calculated in the application, the project will generate: <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

<p>h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate methane generation in tons/year (metric): _____</p> <p>ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____</p>			
<p>i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____</p>			
<p>j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. When is the peak traffic expected (Check all that apply): <input type="checkbox"/> Morning <input type="checkbox"/> Evening <input type="checkbox"/> Weekend <input type="checkbox"/> Randomly between hours of _____ to _____.</p> <p>ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____</p> <p>iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____</p> <p>iv. Does the proposed action include any shared use parking? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____</p>			
<p>vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Estimate annual electricity demand during operation of the proposed action: _____</p> <p>ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____</p> <p>iii. Will the proposed action require a new, or an upgrade to, an existing substation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>			
<p>l. Hours of operation. Answer all items which apply.</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A </td> <td style="width: 50%; vertical-align: top;"> <p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ ALL • Saturday: _____ ALL • Sunday: _____ ALL • Holidays: _____ ALL </td> </tr> </table>		<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ ALL • Saturday: _____ ALL • Sunday: _____ ALL • Holidays: _____ ALL
<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ N/A • Saturday: _____ N/A • Sunday: _____ N/A • Holidays: _____ N/A 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ ALL • Saturday: _____ ALL • Sunday: _____ ALL • Holidays: _____ ALL 		

<p>m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes:</p> <p>i. Provide details including sources, time of day and duration:</p> <p style="margin-left: 20px;"><u>Construction involves limited use of a vibratory plow tractor, to install underground fiber optic cable. Any construction will be done during the day</u></p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>n.. Will the proposed action have outdoor lighting? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes:</p> <p>i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:</p> <p>_____</p>	
<p>ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Describe: _____</p>	
<p>o. Does the proposed action have the potential to produce odors for more than one hour per day? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____</p> <p>_____</p>	
<p>p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Product(s) to be stored _____</p> <p>ii. Volume(s) _____ per unit time _____ (e.g., month, year)</p> <p>iii. Generally describe proposed storage facilities: _____</p>	
<p>q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe proposed treatment(s):</p> <p>_____</p> <p>_____</p>	
<p>ii. Will the proposed action use Integrated Pest Management Practices? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Describe any solid waste(s) to be generated during construction or operation of the facility:</p> <ul style="list-style-type: none"> • Construction: _____ tons per _____ (unit of time) • Operation : _____ tons per _____ (unit of time) <p>ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ <p>iii. Proposed disposal methods/facilities for solid waste generated on-site:</p> <ul style="list-style-type: none"> • Construction: _____ • Operation: _____ 	

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☒ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☒ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)

☐ Forest ☐ Agriculture ☐ Aquatic ☒ Other (specify): _____

ii. If mix of uses, generally describe:

The proposed project will take place within the borders of the Village of Watkins Glen, which contains many different uses.

b. Land uses and covertsypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			0
• Forested	N/A		
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	N/A		
• Agricultural (includes active orchards, field, greenhouse etc.)	N/A		
• Surface water features (lakes, ponds, streams, rivers, etc.)	N/A		
• Wetlands (freshwater or tidal)	N/A		
• Non-vegetated (bare rock, earth or fill)	N/A		
• Other Describe: Under 1 acre, within the Village of Watkins Glen.			

<p>c. Is the project site presently used by members of the community for public recreation? <i>i. If Yes: explain:</i> <u>N/A.</u></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? If Yes, <i>i. Identify Facilities:</i> <u>N/A</u></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>e. Does the project site contain an existing dam? If Yes: <i>i. Dimensions of the dam and impoundment:</i> <ul style="list-style-type: none"> • Dam height: _____ feet • Dam length: _____ feet • Surface area: _____ acres • Volume impounded: _____ gallons OR acre-feet <i>ii. Dam's existing hazard classification:</i> _____ <i>iii. Provide date and summarize results of last inspection:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? If Yes: <i>i. Has the facility been formally closed?</i> • If yes, cite sources/documentation: _____ <i>ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:</i> _____ <i>iii. Describe any development constraints due to the prior solid waste activities:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? If Yes: <i>i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? If Yes: <i>i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply:</i> <input type="checkbox"/> Yes – Spills Incidents database Provide DEC ID number(s): _____ <input type="checkbox"/> Yes – Environmental Site Remediation database Provide DEC ID number(s): _____ <input type="checkbox"/> Neither database <i>ii. If site has been subject of RCRA corrective activities, describe control measures:</i> _____ <i>iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database?</i> If yes, provide DEC ID number(s): _____ <i>iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):</i> _____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No

v. Is the project site subject to an institutional control limiting property uses? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<ul style="list-style-type: none"> • If yes, DEC site ID number: _____ • Describe the type of institutional control (e.g., deed restriction or easement): _____ • Describe any use limitations: _____ • Describe any engineering controls: _____ • Will the project affect the institutional or engineering controls in place? <input type="checkbox"/> Yes <input type="checkbox"/> No • Explain: _____ 	
<hr/>	
E.2. Natural Resources On or Near Project Site	
a. What is the average depth to bedrock on the project site? _____ N/A feet	
b. Are there bedrock outcroppings on the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ N/A %	
c. Predominant soil type(s) present on project site: _____ % _____ % _____ %	
d. What is the average depth to the water table on the project site? Average: _____ N/A feet	
e. Drainage status of project site soils: <input type="checkbox"/> Well Drained: _____ N/A % of site <input type="checkbox"/> Moderately Well Drained: _____ N/A % of site <input type="checkbox"/> Poorly Drained _____ N/A % of site	
f. Approximate proportion of proposed action site with slopes: <input type="checkbox"/> 0-10%: _____ 0 % of site <input type="checkbox"/> 10-15%: _____ 0 % of site <input type="checkbox"/> 15% or greater: _____ 0 % of site	
g. Are there any unique geologic features on the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, describe: _____	
<hr/>	
h. Surface water features.	
i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
ii. Do any wetlands or other waterbodies adjoin the project site? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes to either <i>i</i> or <i>ii</i> , continue. If No, skip to E.2.i.	
iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
iv. For each identified regulated wetland and waterbody on the project site, provide the following information:	
<ul style="list-style-type: none"> • Streams: Name _____ Classification _____ • Lakes or Ponds: Name _____ Classification _____ • Wetlands: Name _____ Approximate Size _____ • Wetland No. (if regulated by DEC) _____ 	
v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If yes, name of impaired water body/bodies and basis for listing as impaired: _____	
<hr/>	
i. Is the project site in a designated Floodway? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
j. Is the project site in the 100 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
k. Is the project site in the 500 year Floodplain? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes:	
i. Name of aquifer: <u>N/A</u>	

<p>m. Identify the predominant wildlife species that occupy or use the project site: _____</p> <p>N/A _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p>N/A. The project, by its nature, will not have any impacts on natural communities. _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>N/A. The project, by its nature, will not have any impacts on plant or animal species.</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>N/A. The project, by its nature, will not have any impacts on plant or animal species.</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p> <p>N/A. The project, by its nature, will not have any impacts hunting, fishing or shell fishing activities. _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: N/A _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p style="margin-left: 20px;">The project will take place within the Village of Watkins Glen, which may contain landmarks. The proposed action, which involves co-location on existing facilities, will not have any impacts on landmarks. _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: N/A _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District ii. Name: _____ iii. Brief description of attributes on which listing is based: _____ N/A 	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Describe possible resource(s): N/A ii. Basis for identification: _____ 	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Identify resource: N/A ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____ iii. Distance between project and resource: _____ miles. 	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes: <ul style="list-style-type: none"> i. Identify the name of the river and its designation: N/A ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? <input type="checkbox"/> Yes <input type="checkbox"/> No 	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

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

Applicant/Sponsor Name Empire Video Services Corporation

Date

1/7/2015

Signature



Title Vice President and General Manager

ENCLOSURE #6
TO
EMPIRE VIDEO SERVICES CORPORATION'S
APPLICATION FOR CERTIFICATE OF CONFIRMATION
- VILLAGE OF CANISTEO CABLE FRANCHISE -

Required Legal Notice

Notice is hereby given that Empire Video Services Corporation has filed with the New York State Department of Public Service an application for a Certificate of Confirmation for approval of a cable television franchise in the Village of Canisteo. A copy of the materials constituting the application is available for public inspection at the offices of the Village Clerk, the Department of Public Service and Empire Video Services Corporation during normal business hours. Comments or objections may be filed with the Department of Public Service and should be addressed to: Hon. Kathleen H. Burgess, Secretary to the Commission, New York State Public Service Commission, Agency Building 3, Albany, NY 12223-1350.

ENCLOSURE #7
TO
EMPIRE VIDEO SERVICES CORPORATION'S
APPLICATION FOR CERTIFICATE OF CONFIRMATION
- VILLAGE OF CANISTEO CABLE FRANCHISE -

Method of Service Form

See attached.

Method of Service

Name:	Brian Ketchum
Company/Organization:	Empire Video Services Corporation
Mailing Address:	34 Main St. Prattsburgh, NY 14873
Company/Organization you represent, if different from above:	
E-Mail Address:	brianketchum@etcnpt.com
Case/Matter Number:	TBD

Request Type

- ☒ New Petition/Application - I am filing a new petition/application which requires action by the Commission.
- ☒ Service List request – I request to be on the service list for the matter/case.
- ☐ Other – Type of request _____

Service Information (Select one option below)

- ☐ Electronic Service and Waiver – Consent in Case/Matter Identified Above
As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in the above Case. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail and will receive all orders by electronic means in the above Case. This consent remains in effect until revoked.
- ☐ Electronic Service and Waiver – Global Consent in All Cases/Matters
As duly authorized by the Participant identified above that I represent, I knowingly waive on behalf of that Participant any right under PSL §23(1) to be served personally or by regular mail with Commission orders that affect that Participant and will receive all orders by electronic means in all Cases where it participates. If participating individually, I knowingly waive any PSL §23(1) right to service of orders personally or by regular mail, and will receive all orders by electronic means in all Cases where I participate. This consent remains in effect until revoked.
- Note: Due to the design of our system, this consent attaches to the individual named here and not to the party that may be represented by that individual. Therefore, individuals who represent multiple parties should be aware that a global consent will affect all matters in which they appear on behalf of any party.*

- ☐ I do **not** consent to receive orders electronically

E-Mail Preference (Select one option below) – For Case specific request

E-Mail notifications include a link to filed and issued documents.

- ☐ Notify me of Commission Issued Documents in this case/matter.
- ☒ Notify me of Both Commission Issued Documents and Filings in this case/matter
- ☐ Do not send me any notifications of filed or issued documents

Submitted by: 	Date: 1/7/2015
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