

PENDING PETITION MEMO

Date: 5/11/2007

TO : Office of Telecommunications
Office of Electricity & Environment
Office of General Counsel

FROM: CENTRAL OPERATIONS

UTILITY: EMPIRE VIDEO SERVICES CORPORATION

SUBJECT: 07-V-0605

Petition of Empire Video Services Corporation for a Certificate of Confirmation for its Franchise with the Town of Prattsburgh, Steuben County and for waiver of 16 NYCRR, Sections 895.1, 895.1(a)-(c).



Harter Secrest & Emery LLP
ATTORNEYS AND COUNSELORS

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May 10, 2007

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

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

Dear Secretary Brilling:

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

Additionally, EVSC hereby withdraws its Petition for a Declaratory Ruling for a state-wide exemption from line extension rules, which was filed on or about May 18, 2006.

If you have any questions concerning this Application or require further information, please do not hesitate to contact me at (585) 231-1104.

Very truly yours,

HARTER, SECREST & EMERY LLP

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

JTP:lgf

Enclosures

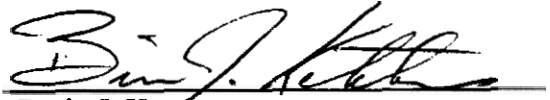
cc: Brian R. Wagner (EVSC), w/encl.
John T. Pattison, Esq., w/encl.
Carol McTague (NYPSC) w/encl.
Town of Prattsburgh
Brian Ossias, w/encl.

VERIFICATION

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

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

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


Brian J. Ketchum

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


Notary Public

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

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

Application of Empire Video Services
Corporation for a Certificate of Confirmation
Approving a Franchise Agreement in the Town
of Prattsburgh Pursuant to 16 NYCRR Section
897;

CASE 07-C-_____

and

Petition Seeking a Declaratory Ruling, Pursuant
to 16 NYCRR Section 8.1(a), that the Local
Exchange Telephone Territory of Empire
Telephone Corporation within the Town of
Prattsburgh Constitutes the Franchise Area, or,
in the Alternative, an Exemption, Pursuant to
895.5(d), from the Requirements of 16 NYCRR
Sections 895.1 and 895.5(a)-(c).

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

SUMMARY

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

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

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

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

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

APPLICATION FOR A CERTIFICATE OF CONFIRMATION

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

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

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

PETITION

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

I. BACKGROUND

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

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

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

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

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

² It is important to note that, while they agree to serve an entire municipality, traditional cable companies often do not do so in practice. Cable companies initially implement services where it is cost effective to provide services, based on the number of homes per mile, but do not extend services beyond that area. For example, upon information and belief, although Time Warner Cable has been operating in the Town of Prattsburgh for over 10 years, it has served only the most populated areas of the town during that time. Time Warner Cable does not provide cable television services to residents in the rural areas, such as the Footprint.

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

II. DISCUSSION

A. Petition for Declaratory Ruling Regarding the Franchise Area.

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

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

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

³ See Section 6 of the Franchise Agreement filed as Exhibit A, hereto.

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

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

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

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

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

⁴ See 16 NYCRR § 895.5(a) and (b).

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

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

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

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

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

In addition to updating the Bordering ILEC's network, Empire or EVSC would be required: (a) to purchase Bordering ILEC unbundled network elements ("UNEs"); (b) bear the cost of interconnecting with, and collocating in, the Bordering ILEC service area; (c) implement a CLEC software system capable of incorporating Bordering ILEC tariff charges in order to interface with the Bordering ILEC's network systems; (d) convince the ILEC to give up sufficient bandwidth to allow EVSC to deliver its video signal, a request the Bordering ILEC is not obligated to accept; and (e) hire additional staff capable of running a complicated billing and CLEC provisioning system⁵.

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

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

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

⁶ 47 U.S.C.S. §§ 251(c)(1)-(6).

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

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

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

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

c) Installing Traditional Cable Plant in Bordering ILEC Territory.

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

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

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

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

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

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

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

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

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

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

4. Recommendations Regarding Waiver

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

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

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

III. CONCLUSION

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

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

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

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

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

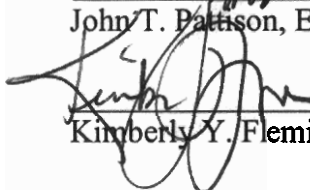
Regulations and the Rules of the Commission.

Respectfully submitted

Harter Secrest & Emery LLP
Attorneys for the Petitioner



John T. Pattison, Esq.



Kimberly Y. Fleming, Esq., of counsel

Attachments:

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

Exhibit A

Franchise Agreement between EVSC and the Municipality

TOWN OF PRATTSBURGH FRANCHISE AGREEMENT

THIS AGREEMENT is entered into this 10th day of April 2007, by and between the Town of Prattsburgh, hereinafter referred to as "Grantor," a municipal corporation duly organized under the laws of the State of New York, and Empire Video Services Corporation, a New York corporation with its principal place of business located at 34 Main Street, Prattsburgh, NY 14873, hereinafter referred to as "Grantee," for the purpose of setting forth the terms under which Grantee shall construct, operate, and maintain a Video Delivery System in the municipality in Steuben County, State of New York governed by Grantor.

WHEREAS, Grantor is empowered to grant and renew cable television franchises for the installation, operation and maintenance of cable television systems within its boundaries by virtue of the authority granted to it by the Cable Communications Policy Act of 1984, as amended by the Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, (together, the "Cable Act") and the rules and regulations promulgated thereunder, by the rules and regulations of the New York State Public Service Commission, by its power to regulate and control the public streets, alleys, and rights-of-way, and by its general police powers; and

WHEREAS, Grantor and Grantee have a mutual desire to enter into a non-exclusive agreement setting forth the terms and conditions under which Grantee will provide cable television service to Grantor; and

WHEREAS, the construction, maintenance, and operation of said cable television system involves the use and occupation of Grantee of the streets, thoroughfares, and other rights-of-way belonging to Grantor; and

WHEREAS, the technical and financial ability of Grantee, and its principals, and the character and reputation of said Grantee and its principals, have been considered and approved by the Grantors; and

NOW, THEREFORE, in compliance with the franchise standards of the New York State Public Service Commission, Grantor hereby grants a non-exclusive franchise to Grantee to construct, operate, and maintain a Video Delivery System within the Town; provided, however, that the rights and privileges accorded by said franchise are fully subject to the following rights and conditions:

1. DEFINITIONS

When used in this Agreement, unless the context otherwise requires, the following terms and their derivatives shall have the meaning herein given (and when not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular and words in the singular number include the plural).

a. "Agreement" refers to the Franchise Agreement entered into by the parties hereby.

b. "Board" means the governing body of the Town of Prattsburgh.

c. "Commission" means the New York State Public Service Commission.

d. "Franchise Area" means that area within the corporate limits of the Town as now or hereafter constituted.

e. "Grantee" means Empire Video Services Corporation, its successors and assigns, the grantee of rights under this Agreement.

f. "Grantor" means the Town of Prattsburgh.

g. "Gross Annual Revenues" means annual revenues from Subscribers in connection with the carriage of video delivery services in the Franchise Area on a regular recurring monthly basis, and shall include revenues from Subscribers for premium and pay-per-view services, guides, installations and reconnections, except that the amount which the Grantee pays to the programming provider for premium programming costs shall be excluded for the purposes of calculating franchise fees. It shall not include non-Subscriber revenue such as advertising, nor refunds and credits made to Subscribers, bad debt or any taxes or regulatory fees imposed on the services furnished by the Grantee. It shall not include revenues received from internet, telephone or other non-video services.

h. "Person" shall mean any natural person, Grantee, or entity of any kind.

i. "Property of Grantee" means all property owned, installed or used by the Grantee in the conduct of a video delivery services in the Town.

j. "Street" means the surface of and the space above and below any public right-of-way and through easement by whatever name called, now or hereafter existing as such within the Franchise Area.

k. "Subscriber" means any person or entity who lawfully subscribes to any video service whether or not a fee is paid for such service.

l. "Town" means the corporate limits of the Town of Prattsburgh, as it is not constituted or may be constituted in the future.

m. "Video Delivery System" means

i. The transmission to Subscribers of video programming, or other video and communications services; and/or

ii. Subscriber interaction, if any, which is required for the selection of such video programming, or other communications services; and/or

iii. Interactive Service.

n. "VideoValue Service" refers to a level of service above the basic tier of service, now consisting of an additional selection of video networks.

2. RIGHTS GRANTED

In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, the right is hereby granted to Grantee, to erect, maintain, and operate video transmission and distribution facilities and additions thereto in, under, over, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges, and other public places in the Town, and subsequent additions thereto, for the purpose of transmission and distribution of audio and visual impulses, data and communications, and television energy and for any other lawful purpose specifically authorized under this Agreement in accordance with the laws and regulations of the Grantor for the period of fifteen (15) years from the date of the approval of this Agreement by the Public Service Commission. Grantee may renew this Agreement for an additional five (5) years in accordance with regulations of the Public Service Commission. The office or officer of the Grantor responsible for continuing administration of this Agreement is the Town Board or its designated representative.

The Grantee shall not abandon service to any portion of the system during any contract period without first notifying Grantor in writing and then receiving the consent of Grantor. Such consent shall not be unreasonably withheld.

3. USE OF UTILITY POLES AND FACILITIES

There is hereby granted to Grantee the further right, privilege, and authority to lease, rent, or in any other lawful manner obtain the use of towers, poles, lines, cable and equipment and facilities from all holders of public licenses and franchises within the corporate limits of the Town, and to use such towers, poles, lines, cables, and other equipment and facilities, subject to all existing and future local laws and regulations of Grantor. When and where practicable, Grantee's distribution system shall be erected upon poles owned and maintained by the existing utility companies, providing mutually satisfactory rental agreements can be entered into with said companies.

4. ERECTION AND MAINTENANCE OF POLES

Notwithstanding the above, where attachments to the pole(s) of utilities is not economically feasible, or otherwise, Grantee shall have the right to erect and maintain its own poles as may be necessary for the proper construction and maintenance of the television distribution system.

Grantee's transmission and distribution system, poles, wires, and appurtenances shall be located, erected, and maintained so as not to endanger or interfere with the lives of persons or to interfere with new improvements that the Grantor may deem proper, or unnecessarily hinder or obstruct the free use of streets, alleys, bridges, and other public property. Any removal of the distribution system, poles, wires, or appurtenances to avoid such interference shall be at the Grantee's expense, provided, however, that Grantee shall share proportionately with other users of the poles in any federal or state funds furnished to Grantor for the purpose of community development or urban renewal projects.

In those sections of the Grantor where all utilities are underground, video lines will be placed underground at the Grantee's expense, provided that to the extent funding is available for utilities to place lines underground, such funding shall be made available to Grantee as well.

5. USE OF EXISTING POLES

It is the stated intention and desire of Grantor that all other holders of public licenses and franchises within the corporate limits of the Town shall cooperate with Grantee to allow Grantee's joint usage of their poles and pole line facilities wherever possible or wherever such usage does not interfere with the normal operation of said pole and pole lines so that the number of new or additional poles constructed by the Grantee within the Town may be minimized.

6. SERVICE AREA AND CONSTRUCTION

Within the Franchise Area, Grantee plans to offer its Video Delivery System in accordance with Section 895.5 of the Rules and Regulations of the Public Service Commission, unless the Public Service Commission issues an order waiving or amending such requirements based on the local service telephone territory of Empire Telephone Corporation, an affiliate of the Grantee, within the municipality. A map detailing the Empire Telephone Corporation's local territory is attached hereto as Exhibit A and made a part hereof. Grantee will make every reasonable effort to comply with the following schedule:

a. Within one (1) year following receipt of a certificate of confirmation from the New York State Public Service Commission, Video Delivery System will be available to a significant number of Subscribers.

b. Grantee shall apply for necessary operating authorizations with the Commission and FCC within 60 days from the date the franchise is awarded.

c. Areas not within the primary service area will be serviced pursuant to Section 895.9 of the Rules and Regulations of the NYSPSC or an order waiving or modifying such requirements.

7. CORPORATE LIABILITY INDEMNIFICATION

a. The Grantee, by its acceptance of this Agreement, specifically agrees that it shall indemnify and save harmless the Grantor from, and shall pay all damages, losses, costs, charges and penalties which the Grantor may legally be required to pay as a result of Grantee's operation of its Video Delivery System in the Town. These damages, losses, costs, charges and penalties shall include, but shall not be limited to, damages, installation, operation or maintenance of the Video Delivery System authorized herein. However, nothing herein contained shall be construed to relieve Grantor from any and all liability due to its own negligence.

b. The Grantee, by its acceptance of this Agreement, specifically agrees that it shall defend Grantor and shall pay all expenses incurred by the Grantor in defending itself with regard to all damages and penalties covered by subsection a above. These expenses shall include all out-of-pocket expenses such as attorneys' fees and shall also include the reasonable value of any services rendered by any employee of the Grantor.

c. The Grantee, by its acceptance of this Agreement, specifically agrees that it shall maintain, throughout the term of this Agreement, liability insurance insuring the Grantor and the Grantee in regard to all damages covered by subsection a above in the minimum amounts of \$1,000,000 combined-single limit for bodily injury or death and property damage per occurrence, with an annual aggregate of \$2,000,000. The Grantee shall also carry such insurance as it deems necessary to protect it from all claims under Worker's Compensation laws in effect and that may be applicable to Grantee.

d. All insurance required by this Agreement shall be purchased from a Grantee licensed to do business in New York State and shall be and remain in full force and effect for the entire life of this Agreement. A current certificate of the above listed insurance shall be filed with the Clerk of the Grantor, upon request.

8. INTERFERENCE PROHIBITED

It shall be the duty of Grantee to erect and maintain its transmission and distribution facilities so as not to interfere with television reception of those persons who are non-users of Grantee's video delivery facilities.

9. THE VIDEO DELIVERY SYSTEM

The Grantee will construct a state-of-the-art Video Delivery System capable of providing Video Delivery Service comprising at least 120 channels of video programming and operating in conjunction with state-of-the-art, remote control capable, addressable converters. The Grantee will carry television broadcast stations, a variety of video programming networks, premium pay-TV services and pay-per-view.

The Video Delivery System shall be installed, operated and maintained in full conformance with the technical standards established by the Federal Communications Commission and the New York State Public Service Commission.

10. FRANCHISE PAYMENTS

As compensation for the franchise granted herein and in consideration of the permission to use the streets and public ways of Grantor for the construction, maintenance, and reconstruction and operation of a Video Delivery System in the Town, Grantee shall pay to Grantor three percent (3%) of its Gross Annual Revenues, as defined in Section 1g hereof, less amounts assessed to the Grantee by the New York State Public Service Commission pursuant to Sections 217 and 218 of the New York State Public Service Law and in accordance with Section 626 of the New York State Real Property Tax Law.

Payments of the annual franchise fees shall be made annually and shall be accompanied by a financial report as to Gross Annual Revenues broken down by service level which shall be used for the purpose of verifying the franchise fee payments. Grantor, at Grantor's own expense and upon at least thirty (30) business days written notice, may cause the books and records of the Grantee to be audited, for the purpose of determining the correctness of the annual payments to the Grantor.

11. FEES AND CHARGES

The Grantee may make such charges for services provided to Subscribers as are permitted by the F.C.C. and/or the Cable Act and/or the Rules and Regulations of the New York State Public Service Commission as may affect rates for basic service, premium and pay-per-view programming, installation, disconnection and reconnection, advanced or pre-paid services, promotional campaigns, converter rentals, refunds, late payment charges, billing practices and any matter dealing with rates not specifically mentioned herein. Under this paragraph, neither party surrenders any other rights or obligations due them under any other federal, state or local statute, rule or regulation.

Grantee at all times shall keep on file with the Clerk of Grantor a schedule of rates. If at any time any change is made in the schedule of rates, such change or changes shall also be filed with Clerk of Grantor so that Grantor shall always have on file a list of the current charges made by Grantee to its Subscribers.

12. PUBLIC HEARINGS

Grantee shall participate in public hearings to be called by the Grantor for the purpose of allowing public input to both parties. These hearings may be held at the discretion and request of the Grantor but shall not exceed, unless an emergency arises, one (1) per calendar year.

13. SERVICE TO SCHOOLS AND OTHER BUILDINGS

Grantee shall make available, upon written request of the proper authorities, basic and VideoValue Service by Grantee without charge for equipment, installation or maintenance thereof to one outlet at the following, provided that the Grantee's lines pass within one hundred fifty (150) feet of these buildings:

- a. Fire and police stations;
- b. Municipal buildings; and
- c. Public and private schools.

Grantee shall upon request, without charge and within a reasonable time after such request, install in the buildings listed in a. to c. above, cable connections sufficient to enable one outlet in each such building to receive basic and VideoValue programming transmitted and distributed over Grantee's system.

14. OTHER FRANCHISES, LICENSES, OR PERMITS

The franchise granted under this Agreement authorizes only the rights granted pursuant to Paragraph 2 and does not take the place of any other franchise, license, or permit which might be required by law of the Grantee.

15. PREFERENTIAL PRACTICES PROHIBITED

Grantee shall not, as to rates, charges, services, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person; including its subsidiaries, parent and affiliates; nor subject any person to any prejudice or disadvantage.

16. GRANTEE NOT TO VIOLATE ZONING OR PRIVATE PROPERTY RESTRICTIONS

This Agreement and the franchise granted hereunder shall not give any rights to the Grantee to violate any provision now existing or hereinafter rendered in zoning laws or other local laws of Grantor or to violate private property restrictions of record.

17. OPERATIONS AND MAINTENANCE

Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Grantee, in accordance with Part 896.8 of the Rules and Regulations of the New York State Public Service Commission, will initiate investigative action in response to service calls on the same day they are received, if possible, and in all events on the business day following receipt of the calls. Grantee at all times during construction and throughout the term of this Agreement shall adhere to all technical regulations and standards of the Federal Communications Commission, the National Electric Code of the National Board of Fire Underwriters, the New York State Public Service Commission, the Grantor and the utility companies. The Grantee shall maintain at a location of its choice an office and service department which shall be open during normal business hours and shall have a listed, toll-free, telephone number available twenty-four (24) hours a day for the reception of complaints and requests for repair and adjustments. During some of this time, the telephone may be operated by an answering service or automatic recording service. Any municipal property damaged or destroyed by Grantee shall be promptly repaired or replaced by Grantee and restored to serviceable condition. Grantee at all times will adhere to the Rules and Regulations of the New York State Public Service Commission for issuance of credits for Subscriber outages, and for all other service standards.

18. NON-EXCLUSIVE FRANCHISE

This Agreement and the franchise granted hereunder shall be non-exclusive, and Grantors reserve the right to grant another similar franchise or right to any person or firm. If, however, Grantor should grant an additional franchise to one or more multi-channel video providers on terms inconsistent with this Agreement, Grantee at its option shall have the right to incorporate and/or substitute those terms within this Agreement and have these additional or substituted terms binding on both parties for the remainder of the Agreement. Further, no multi-channel video provider shall have, the right to provide any service upon terms more favorable than those applicable to the provision of such service by the Grantee, unless Grantee is allowed such terms.

19. INSPECTION OF RECORDS, FILINGS AND COMMUNICATIONS WITH REGULATORY AGENCIES AGENCIES

The Grantor shall have the right to inspect, upon two weeks written notice, at any time during normal business hours at the system office all books, records, maps, plans, financial statements, service complaint logs, performance test results, record of requests for service and other like materials of Grantee which are reasonably necessary to monitor compliance with the terms of this Agreement. Grantee shall first be given two (2) weeks written notice of the inspection request, the description of and purpose for the inspection and description, to the best of the Grantor's ability, of the books, records, documents and equipment it wants to inspect.

20. REPORTS

Grantee shall file with Grantor certificates of insurance as required herein and financial information as to gross receipts for the purpose of verifying franchise fee payments. Grantee shall file rate schedules as required herein upon request.

21. CONDITIONS ON STREET OCCUPANCY

a. Any construction work which requires disturbing the surface of any street, shall be performed in a manner so as to cause minimum interference with the proper use of streets, public ways, and places; and in a manner which shall cause minimum interference with the rights and reasonable convenience of property owners adjoining any of the streets, public ways, and places.

b. In case of disturbance of any street, sidewalk, public way, or paved area, the Grantee shall at its own cost and expense and in conformity with all the requirements of the local laws and regulations of Grantor and with the National Electric Safety Code, replace and restore each street, sidewalk, and public way in as good a condition as before the work involving such disturbance was done.

c. Grantee shall, provided it has at least forty-eight (48) hours' notice, on the request of any person holding a building moving permit, temporarily raise or lower its cable to permit the moving of buildings. The expense incurred by Grantee because of said move shall be borne by the party requesting the move. The cost shall be calculated on the basis of Grantee's time and materials.

d. Grantee shall have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public places of the Town so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided, however, all trimming shall be done, at the expense of Grantee, under the supervision and direction of the Grantor.

22. SAFETY REQUIREMENT

Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisances to the public, and the Grantor's streets shall be properly protected at all times with suitable barricades and other protective devices to protect all members

of the public having occasion to use the portion of any street which may be involved in Grantee's work.

23. ACCESS CHANNEL AND EMERGENCY USE

Grantee shall comply with Part 895.4 of the Rules and Regulations of the New York State Public Service Commission. Grantee shall provide one channel for public access, educational access and government access. Grantee may use allocated channel time until such time as demand for PEG services increase. The Grantor hereby agrees that the PEG access channel (s) contemplated herein shall be shared among the municipalities now or hereafter served by the Grantee.

The Grantee shall comply with applicable provisions of the FCC Emergency Alert System regulations and shall cooperate with the Grantor during any period of such emergency or disaster.

24. RIGHT OF REVOCATION TERMINATION. AND CANCELLATION PROCEEDINGS RIGHTS AT EXPIRATION OF FRANCHISE

The rights, powers, and privileges granted in this Agreement may be revoked by resolution of Grantor for the following reasons, subject to the procedure hereinafter set forth:

- a. Non-compliance by the Grantee with the material terms of this Agreement.
- b. Non-use and abandonment of the system for a period of thirty (30) days or more.
- c. Failure to pay to Grantor proper franchise fee payments as required by this Agreement.
- d. Knowingly submitting false reports or records to Grantor.

In the event of any of the above occurrences, Grantee shall be given written notice and have sixty (60) days from such notice to remedy the material deficiency. If after such sixty (60) day period, no corrective action has been taken, a hearing shall be held by the Grantor to determine whether the period of cure should be extended or whether the license and franchise should be terminated and canceled. Grantee shall receive ten (10) days written notice of such hearing. No revocation, termination, or cancellation shall occur for causes beyond Grantee's control or so long as Grantee is diligently and continuously proceeding with corrective action.

25. GRIEVANCE PROBLEMS

Grantee shall provide written notice to all present and initial Subscribers, and thereafter on a yearly basis to all Subscribers, explaining procedures for reporting and resolving complaints and the Grantee's billing procedures. Such procedures and notice shall be in compliance with the New York State Public Service Commission rules.

26. COMPLIANCE WITH APPLICABLE STANDARDS

The Video Delivery System to be constructed by Grantee, pursuant to this Agreement shall be designed to meet the technical standards set by the New York State Public Service Commission. All materials used in this system will be of good and acceptable quality.

27. NONDISCRIMINATION

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

28. SEVERABILITY

If any section or portion of this contract is for any reason held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions hereof. However, in the event that the FCC and/or the State Commission declares any paragraph, subparagraph, sentence, clause, or phrase invalid, then such paragraph, subparagraph, sentence, clause, or phrase will be re-negotiated by the Grantee and the Grantor.

29. PRE-EMPTION OF LOCAL REGULATORY AUTHORITY

The Grantor and Grantee specifically acknowledge that State and Federal Laws have been enacted which may restrict, limit or foreclose the Grantor's rights to regulate various aspects of Grantee's conduct during the course of construction, operation and maintenance of a Video Delivery System or to impose various conditions in granting such franchise.

The Grantor reserves the right to 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.

30. SAVINGS CLAUSE

Except as otherwise provided for herein, the Rules and Regulations of the New York State Public Service Commission shall be binding upon the parties.

31. SUCCESSORS AND ASSIGNS

This Agreement constitutes the understanding between the parties and shall be binding upon the parties hereto, their respective assigns, transferees, and successors.

32. ASSIGNMENT

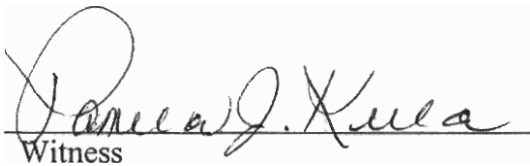
The Grantee shall not assign this Agreement or the franchise granted herein without the prior written consent of the Grantor, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, assignment by the Grantee to any entity that is its subsidiary or affiliate shall not require the approval of the Grantor.

33. COMMISSION APPROVAL

The terms of this Agreement are subject to the approval of the New York State Public Service Commission, and the Agreement shall become effective as of the date of approval by the Public Service Commission.


IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their signatures and seals as of the date first written above.

TOWN OF PRATTSBURGH


Witness

By: 
Name and Title: Superintendent

Empire Video Services Corporation

By: 
Executive Vice President

Witness

Exhibit A

MAP

Exhibit B

Certificate of Publication regarding the Notice of Public Hearing

STATE OF NEW YORK
SS
COUNTY OF STEUBEN

Tammy Simons

of Corning, in said County, being duly sworn doth depose and says that he/she is the billing clerk of The Leader, a public newspaper, published in said County, and that the

Town of Prattsburgh - Cable Franchise

notice of which the annexed is a printed copy, cut from said newspaper, was printed

and published in said newspaper 1 time(s) each week for 1 week(s).

The first publication being on the 2nd day of May 2006,

and the last upon the 2nd day of May 2006.

Tammy Simons

Subscribed and sworn to before me, this 4th day of

May

2006

Ruth E. Jones
Notary Public

NOTICE of a Public Hearing on a Cable Franchise Agreement by and between the Town of Prattsburgh and Empire Video Services Corporation.
LEGAL NOTICE is hereby given that the Town Board of the Town of Prattsburgh will hold a Public Hearing at the Ingleside Christian Church in Prattsburgh, New York on Thursday, May 18, 2006, at 7:00 P.M., to hear all interested parties and citizens for or against the above-referenced agreement. Copies of the proposed franchise agreement are available for public inspection during normal business hours in the office of the Prattsburgh Town Clerk.
By order of the Town Board of the Town of Prattsburgh, New York
Pamela J. Kula, Town Clerk
12/5/2

Exhibit C

Resolutions adopted by the Municipality

TOWN CLERK'S CERTIFICATION

STATE OF NEW YORK

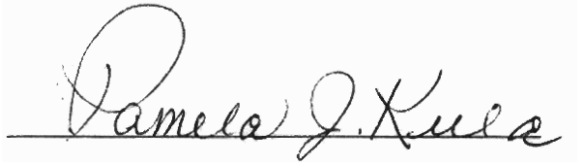
:SS:

COUNTY OF Steuben

I, the undersigned Clerk of the Town of Prattsburgh, Steuben County, New York, DO HEREBY CERTIFY:

THAT I have compared the attached proceedings of the Town Board of the Town of Prattsburgh including the resolution contained therein with the originals thereof on file in my office and that the same is a true and correct copy of the said original as recorded in the minutes of the Town Board meeting dated June 15, 2006 and filed in the Office of the Town Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town of Prattsburgh, New York this 6th day of September 2006.

A handwritten signature in cursive script, reading "Pamela J. Kula", written over a horizontal line.

Pamela J. Kula
Town Clerk
Town of Prattsburgh

Exhibit D

Certificate of Publication regarding the Notice of Filing of this Application

GRANTING OF A CABLE FRANCHISE TO EMPIRE VIDEO SERVICES CORPORATION

On a motion of Supervisor McConnell, seconded by Councilwoman Bottoni the following resolution was

ADOPTED Ayes 4 McConnell, Quigley, Bottoni, Shick
 Nays 0

WHEREAS, pursuant to the Communications Act of 1934, as amended (the “Communications Act”) the Board has the authority to grant cable television franchises for and in the Town of Prattsburgh; and

WHEREAS, the Board has consider the technical ability, financial condition, and character of Empire Video Services Corporation (“EVSC)) before a public hearing on May 18, 2006, said public hearing and negotiations included considerations of the Company’s plans for reconstructing and operating, maintaining and repairing the herein described and referred to video system; and

WHEREAS, notice of said public was provided to all parties so entitled to notice, being posted on the official sign board of the Town of Prattsburgh on May 2, 2006; and

WHEREAS, the Board has determined that the proposed cable franchise for EVSC fulfills the needs of the Town of Prattsburgh with respect to cable television service and complies with the standards and requirements of the New York Public Service Commission.

NOW, THEREFORE, BE IT:

RESOLVED, that the Board hereby grants EVSC a cable franchise in the Town of Prattsburgh; and it is

FURTHER RESOLVED, that the Board approves the Franchise Agreement between the Town of Prattsburgh and EVSC substantially in the form presented at the Town Meeting on May 18, 2006, subject to modifications approved by the Supervisor or required by the New York Public Service Commission; and it is

FURTHER RESOLVED, that the Supervisor is authorized to modify the Franchise Agreement, as may be required in his reasonable judgment, and to execute the Franchise Agreement on behalf of the Town of Prattsburgh, his execution thereof constituting proof of the effectiveness of such Franchise Agreement.

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

The undersigned is the Publisher of The Leader, a public newspaper,
published in said County, and that the Notice of Filing - Empire Video Service Corporation
Has entered into a Franchise Agreement to Operate a Cable
Television System in the Town of Prattsburgh
notice of which the annexed is a printed copy, cut from said newspaper, was printed and
published in a daily newspaper 1 time(s) each week for 1 week(s)
The first publication being on the 10th day of April, 2007,
and the last upon the 10th day of April, 2007
The text of the notice as published in The Leader is as in the annexed exhibit.

This newspaper has been designated by the Clerk of Steuben County for this purpose.

(Signature) Beth Warren
Authorized designee of Dennis Bruen, Publisher of The Leader

(Printed Name) Beth Warren

Subscribed and sworn to before me, this 10th day of
April, 2007

(Signature) Tammy J. Simons Expiration
Notary Public Date 11/13/2010
(Printed Name) Tammy J. Simons License Number - 01SI6155531
Notary Public - Qualified in the State of New York - County of Steuben

Approximate amount of judgment \$58,852.42 plus interest and costs. Premises will be sold subject to provisions of filed Judgment of Index #95571/06. Dutza Benno, Esq., Referee Shapiro & DiCaro, LLP, Attorney for Plaintiff, 250 Mile Crossing Boulevard, Rochester, NY 14624
 Dated: 3/28/2007
 4tz 4/3, 4/10, 4/17, 4/24

LEGAL NOTICE NOTICE OF FORMATION WAGNER LIMITED PARTNERSHIP

WAGNER LIMITED PARTNERSHIP filed a Certificate of Limited Partnership with the NY Department of State on January 2, 2007. Its principal office is located in the County of Steuben, State of New York. The Secretary of State has been designated as agent of the Limited Partnership upon whom process against it may be served. The street address of the principal business location of the Limited Partnership, and the address to which the Secretary of State shall mail a copy of any process served upon him or her is 34 Main Street, P.O. Box 349, Prattsburgh, New York, 14873. The name and business address of the general partner is available from the Secretary of State. The latest date upon which the Limited Partnership is to dissolve is December 31, 2056. The purpose of the Limited Partnership is for any lawful business.
 6tz 3/20, 3/27, 4/3, 4/10, 4/17, 4/24

LEGAL NOTICE NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that sealed proposals, in duplicate, are sought and requested by the Town of Urbana for the following project.

NEW TOWN HALL - OFFICE BUILDING

Bids are requested for General Trades, Electrical, Mechanical and Plumbing in accordance with Drawings, Project Manual, and other Bidding and Contract Documents prepared by Hunt Engineers, Architects & Land Surveyors, P.C.

Sealed bids may be submitted to Mr. Richard Gardiner, Town Supervisor, at the Town of Urbana Town Hall, 41 Lake Street, Hammondsport, NY 14840 until 11:00 a.m., on May 8, 2007 at which time and place all bids will be opened and publicly read aloud.

Bidders wishing to submit a bid prior to the above date can deliver the bid package to the Town of Urbana Town Hall, 41 Lake Street, Hammondsport, NY 14840. The Town of Urbana will review, approve and authorize all prime contracts.

The Bidding Documents and Forms of Proposals may be examined at the following:

Hunt Engineers & Architects, Airport Corporate Park, 100 Hunt Center, Horseheads, NY 14845
 The Town of Urbana, 41 Lake Street, Hammondsport, NY 14840
 Builders Exchange of Rochester, 180 Linden Oaks, Suite 100, Rochester, NY 14625-2837
 Associated Building Contractors, 535 Vestal Parkway West, Suite 1, Vestal, NY 13850
 Construction Industry Exchange of South Central New York, Mark Twain Building, Suite 202, 147 Gray Street, P.O. Box 1177, Elmira, NY 14902
 McGraw-Hill Construction/Dodge, 320 N. Goodman St., Suite 200, Rochester, NY 14607
 Southern Tier Builder's Association, Inc., 85 E. Main Street, Falconer, NY 14733
 Syracuse Builder's Exchange, 6563 Ridings Road, Syracuse, NY 13206
 Reed Construction Data, Document Processing Center, 30 Technology Parkway South, Suite 500, Norcross, Georgia 30092-2976

As bid security, each bid shall be accompanied by a certified check or Bid Bond made payable to the Owner in the amount of five percent (5%) of the total of base bid and all alternatives, in accordance with the terms described in the Instructions to Bidders.

Copies of the CONTRACT DOCUMENTS may be obtained at the office of:

Hunt Engineers, Architects & Land Surveyors, P.C.
 Airport Corporate Park
 100 Hunt Center
 Horseheads, NY 14845
 Contact: Donna I. Pearsall
 (607)358-1051

Upon deposit of \$100 for each set by check made payable to The Town of Urbana.

If mailing is requested, a separate check of \$25 made payable to HUNT ENGINEERS, ARCHITECTS & LAND SURVEYORS, P.C. is required to cover postage and handling. All questions prior to bid opening must be faxed by May 1, 2007 to David R. Adams, Hunt Engineers, Architects & Land Surveyors, P.C. at 607-358-1800.

ALL BID DOCUMENTS SHOULD BE RETURNED TO DATA-FLOW, INC. AIRPORT CORPORATE PARK, 100 HUNT CENTER, HORSEHEADS, NY 14845 FOR ANY REFUND, AS STIPULATED IN THE FOLLOWING PARAGRAPH.

ANY CONTRACTOR UPON RETURNING THE BIDDING DOCUMENTS IN GOOD CONDITION WITHIN FOURTEEN (14) CALENDAR DAYS FROM THE DATE OF BID OPENING WILL BE REFUNDED THEIR DEPOSIT. POSTAGE AND HANDLING ARE NOT REFUNDABLE.

The Town of Urbana reserves the right to waive any informalities in or to reject any or all Bids.

Attention of bidders is particularly called to requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

No Bidder may withdraw his Bid within forty-five (45) days after the date set for the opening thereof.

Richard Gardiner, Town Supervisor
 Town of Urbana
 4tz 4/10

County, New York
 Janet M. Watson, District Clerk,
 Elmira City School District
 3tz 4/3, 4/10, 4/17

NOTICE OF FILING

Notice is hereby given that Empire Video Services Corporation has entered into a Franchise Agreement to operate a cable television system in the Town of Prattsburgh, New York. The Franchise Agreement is on file with the State of New York Public Service Commission. Any interested parties to this matter may file comments with the Commission within 10 days of this publication.
 1tz 4/10

LEGAL NOTICE PUBLIC HEARING NOTICE

The Borough of Lawrenceville will hold a Public Hearing on Monday, May 7, 2007 at 6:30 PM at the Lawrenceville Fire Hall on Mechanic Street, Lawrenceville, PA. This is a Public Hearing regarding a petition filed by Randy Williams/Dandy Mart to rezone the property at 67 Main Street, Lawrenceville, PA from residential to commercial. All those having an interest in this petition shall be present.
 Judy Wyotheal, Secretary
 1tz 4/10

image of Bath, New York, for a period of thirty (30) days.

PLEASE TAKE FURTHER NOTICE, that any municipality whose territory encompasses any part of this District may propose a modification thereof. Any landowner may propose a modification of the District, provided that such landowner owns not less than ten percent (10%) of the land proposed to be added to or removed from the District.

PLEASE TAKE FURTHER NOTICE that any such proposed modification of the District must be filed with the Clerk of the County of Steuben and the Clerk of the County Legislature within the thirty (30) day period, commencing on April 10th, 2007 and ending on May 11th, 2007.

PLEASE TAKE FURTHER NOTICE that at the termination of the said thirty (30) day period this present District and proposed modifications will be submitted to the Steuben County Planning Board and the Steuben County Agricultural and Farmland Protection Board, and thereafter a public hearing will be held on the proposed modifications and recommendations of the said Board and Committee.

PLEASE TAKE FURTHER NOTICE that the County Planning Board and Agricultural and Farmland Protection Board shall propose that this District be modified by **REMOVING THEREFROM ALL LANDS NOT REQUESTED BY THE OWNERS THEREOF TO BE INCLUDED IN THE DISTRICT.**
 Dated: April 5th, 2007
 Village of Bath
 Christine Kane
 Clerk
 Steuben County Legislature
 3 East Pulteney Square
 Bath, New York 14810
 1tz 4/10

PLEASE TAKE FURTHER NOTICE that the County Planning Board and Agricultural and Farmland Protection Board shall propose that this District be modified by **REMOVING THEREFROM ALL LANDS NOT REQUESTED BY THE OWNERS THEREOF TO BE INCLUDED IN THE DISTRICT.**
 Dated: April 5th, 2007
 Village of Bath
 Christine Kane
 Clerk
 Steuben County Legislature
 3 East Pulteney Square
 Bath, New York 14810
 1tz 4/10

NOTICE OF SALE

SUPREME COURT
 COUNTY OF STEUBEN
 Wells Fargo Bank, N.A., Plaintiff,
 vs.
 LYNN HODGES, Defendant(s).

Pursuant to a judgment of foreclosure and sale duly dated 2/9/2007, I, the undersigned Referee will sell at public auction at the Front Steps of Steuben County Courthouse, 3 East Pulteney Square, Village of Bath, New York on 4/24/2007 at 9:30 AM premises known as 425 Delevan Avenue, Corning, New York 14830. All that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Corning, County of Steuben and State of New York. Section, Block and Lot: 318.14-2-70. Approximate amount of judgment \$93,270.07 plus interest and costs. Premises will be sold subject to provisions of filed Judgment of Index #94154.

Jennifer Donlon, Esq., Referee Shapiro & DiCaro, LLP, Attorney for Plaintiff, 250 Mile Crossing Boulevard, Rochester, NY 14624
 4tz 3/27, 4/3, 4/10, 4/17

State of New York, on April 25, 2007, at 9:00 AM o'clock in the forenoon of that day, the mortgage premises directed by said judgment to be sold, to wit:

ALL THAT TRACT OR PARCEL OF LAND situate in the Town of Tuscarora, County of Steuben, and State of New York located at and commonly known as 8071 Red Barn Lane, Tuscarora, New York, having Tax Map No.: 368.00-01-035.113 and being more particularly described in a deed from William J. Winter to Dana Krisher II dated December 3, 1999 and recorded in the Steuben County Clerk's Office on December 7, 1999 in Liber 1641 of Deeds at Page 147; and in a mortgage given to Conesco Finance Credit Corp. by Dana Krisher II dated December 3, 1999 and recorded in the Steuben County Clerk's Office on December 7, 1999 in Book 1570 of Mortgages at Page 144. TOGETHER WITH the appurtenances and all the estate and rights of the Grantor on and to said premises.

TOGETHER WITH that certain 2000 28' x 48' manufactured home bearing serial number PAFLX22AB46760SC13.

The property is sold on, and subject to, the terms and conditions contained in the aforementioned Judgment.

The approximate Judgment amount is \$78,658.54, plus costs, fees and interest.

Dated: March 20, 2007
 Peter H. Baker, Esq., REFEE
 Carter, Conboy, Case, Blackmore, Maloney & Laird, P.C.
 Attorneys for Plaintiff
 20 Corporate Woods Boulevard
 Albany, New York 12211-2362
 (518)465-3484
 4tz 3/27, 4/3, 4/10, 4/17

The approximate Judgment amount is \$78,658.54, plus costs, fees and interest.
 Dated: March 20, 2007
 Peter H. Baker, Esq., REFEE
 Carter, Conboy, Case, Blackmore, Maloney & Laird, P.C.
 Attorneys for Plaintiff
 20 Corporate Woods Boulevard
 Albany, New York 12211-2362
 (518)465-3484
 4tz 3/27, 4/3, 4/10, 4/17

LEGAL NOTICE

Notice of Time and Place of Registration of Voters for Annual School Election and Budget Vote of the City School District of the City of Corning, New York

NOTICE IS HEREBY GIVEN that for the purpose of preparing the registers of the voters of the City School District of the City of Corning, New York for the Annual School Election of Said City School District to be held on May 15, 2007, the Board of Registration will meet at the Board of Education Office, 165 Charles Street, Painted Post, New York in said City School District on April 24, 2007 from NOON to 8:00 p.m.

Any person who did not register for the preceding general election, or at the time of such registration resided in a school election district other than the one in which she/he presently resided, or who did not apply for permanent registration at the County Clerk's Office more than 30 days preceding the election, must, in order to be entitled to vote, present herself/himself personally for registration.

By order of the Board of Education of the City School District of the City of Corning, Steuben County, New York.
 Karen R. Dutcher, Clerk, Corning City School District
 2tz 4/10, 4/17

to accept the m or to accept of that, in its judg the best intere Painted Pos District. Any b be binding for quent to the opening.
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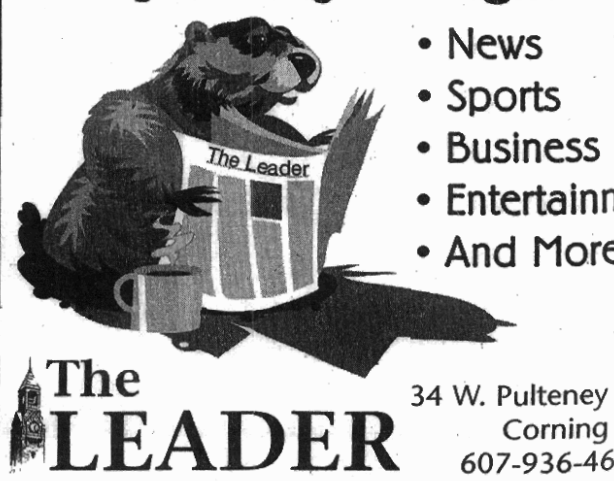
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The LEADER
 34 W. Pulteney
 Corning
 607-936-46

Exhibit E

Full Environmental Assessment Form

617.20
Appendix A
State Environmental Quality Review
FULL ENVIRONMENTAL ASSESSMENT FORM

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

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

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

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

THIS AREA FOR LEAD AGENCY USE ONLY

DETERMINATION OF SIGNIFICANCE -- Type 1 and Unlisted Actions

Identify the Portions of EAF completed for this project:

☐ Part 1

☒ Part 2

☐ Part 3

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

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

*A Conditioned Negative Declaration is only valid for Unlisted Actions

Name of Action

Name of Lead Agency

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (If different from responsible officer)

PART 1--PROJECT INFORMATION

Prepared by Project Sponsor

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

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

Name of Action Cable Television Franchising

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

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

Name of Applicant/Sponsor Empire Video Services Corporation

Address 34 Main Street

City / PO Prattsburgh State NY Zip Code 14873

Business Telephone (607) 522-3712

Name of Owner (if different) N/A

Address _____

City / PO _____ State _____ Zip Code _____

Business Telephone _____

Description of Action:

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

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

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

A. SITE DESCRIPTION

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

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

2. Total acreage of project area: under 1 acres.

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

3. What is predominant soil type(s) on project site? None
- a. Soil drainage: ☐ Well drained ____% of site ☐ Moderately well drained ____% of site.
☐ Poorly drained ____% of site
- b. If any agricultural land is involved, how many acres of soil are classified within soil group 1 through 4 of the NYS Land Classification System? _____ acres (see 1 NYCRR 370).
4. Are there bedrock outcroppings on project site? ☐ Yes ☒ No
- a. What is depth to bedrock _____ (in feet)
5. Approximate percentage of proposed project site with slopes:
☒ 0-10% 0% ☐ 10- 15% ____% ☐ 15% or greater ____%
6. Is project substantially contiguous to, or contain a building, site, or district, listed on the State or National Registers of Historic Places? ☐ Yes ☒ No
7. Is project substantially contiguous to a site listed on the Register of National Natural Landmarks? ☐ Yes ☒ No
8. What is the depth of the water table? N/A (in feet)
9. Is site located over a primary, principal, or sole source aquifer? ☐ Yes ☒ No
10. Do hunting, fishing or shell fishing opportunities presently exist in the project area? ☐ Yes ☒ No

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

According to:

N/A

Identify each species:

N/A

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

☐ Yes ☒ No

Describe:

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

☐ Yes ☒ No

If yes, explain:

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

15. Streams within or contiguous to project area:

N/A

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

N/A

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

There are 10 wetlands within the Town. However, none are affected by the project to be undertaken. See the attached Addendum for more details.

b. Size (in acres):

N/A

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

B. Project Description

1. Physical dimensions and scale of project (fill in dimensions as appropriate).
- a. Total contiguous acreage owned or controlled by project sponsor: _____ acres.
- b. Project acreage to be developed: _____ acres initially; _____ acres ultimately.
- c. Project acreage to remain undeveloped: _____ acres.
- d. Length of project, in miles: 130.18 (if appropriate)
- e. If the project is an expansion, indicate percent of expansion proposed. _____ %
- f. Number of off-street parking spaces existing _____; proposed _____
- g. Maximum vehicular trips generated per hour: _____ (upon completion of project)?
- h. If residential: Number and type of housing units:
- | | One Family | Two Family | Multiple Family | Condominium |
|------------|------------|------------|-----------------|-------------|
| Initially | _____ | _____ | _____ | _____ |
| Ultimately | _____ | _____ | _____ | _____ |
- i. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; _____ length.
- j. Linear feet of frontage along a public thoroughfare project will occupy is? _____ ft.
2. How much natural material (i.e. rock, earth, etc.) will be removed from the site? _____ 0 tons/cubic yards.
3. Will disturbed areas be reclaimed ☐ Yes ☐ No ☒ N/A
- a. If yes, for what intended purpose is the site being reclaimed?
-
- b. Will topsoil be stockpiled for reclamation? ☐ Yes ☐ No
- c. Will upper subsoil be stockpiled for reclamation? ☐ Yes ☐ No
4. How many acres of vegetation (trees, shrubs, ground covers) will be removed from site? _____ 0 acres.

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

☐ Yes ☒ No

6. If single phase project: Anticipated period of construction: 1 months, (including demolition)

7. If multi-phased:

a. Total number of phases anticipated _____ (number)

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

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

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

8. Will blasting occur during construction? ☐ Yes ☒ No

9. Number of jobs generated: during construction 0 ; after project is complete 0

10. Number of jobs eliminated by this project 0 .

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

If yes, explain:

12. Is surface liquid waste disposal involved? ☐ Yes ☒ No

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

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

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

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

If yes, explain:

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

16. Will the project generate solid waste? ☐ Yes ☒ No

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

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

c. If yes, give name _____ ; location _____

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

e. If yes, explain:

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

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

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

18. Will project use herbicides or pesticides? ☐ Yes ☒ No

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

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

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

If yes, indicate type(s)

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

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

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

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

If yes, explain:

25. Approvals Required:

		Type	Submittal Date
City, Town, Village Board	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Franchise Agreement</u>	_____
		_____	_____
		_____	_____
City, Town, Village Planning Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
City, Town Zoning Board	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
City, County Health Department	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Other Local Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
Other Regional Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____
State Agencies	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>Public Service Commission</u>	_____
		_____	_____
		_____	_____
Federal Agencies	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	_____	_____
		_____	_____
		_____	_____

C. Zoning and Planning Information

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

If Yes, indicate decision required:

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

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

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

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

N/A

4. What is the proposed zoning of the site?

N/A

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

N/A

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

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

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

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

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

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

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

☐ Yes ☒ No

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

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

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

D. Informational Details

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

E. Verification

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

Applicant/Sponsor Name John T. Pattison Date 5/10/07

Signature 

Title Agent for Empire Video Services Corporation

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

PART 2 - PROJECT IMPACTS AND THEIR MAGNITUDE

Responsibility of Lead Agency

General Information (Read Carefully)

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

Instructions (Read carefully)

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

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

Impact on Land

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

NO ☐ YES ☐

Examples that would apply to column 2

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

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

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

☐ NO ☐ YES

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

Impact on Water

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

☐ NO ☐ YES

Examples that would apply to column 2

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

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

☐ NO ☐ YES

Examples that would apply to column 2

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

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

5. Will Proposed Action affect surface or groundwater quality or quantity?

☐ NO ☐ YES

Examples that would apply to column 2

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

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

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

☐ NO ☐ YES

Examples that would apply to column 2

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

IMPACT ON AIR

7. Will Proposed Action affect air quality?

☐ NO ☐ YES

Examples that would apply to column 2

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

IMPACT ON PLANTS AND ANIMALS

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

☐ NO ☐ YES

Examples that would apply to column 2

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

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

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

☐ NO ☐ YES

Examples that would apply to column 2

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

--

IMPACT ON AGRICULTURAL LAND RESOURCES

10. Will Proposed Action affect agricultural land resources?

☐ NO ☐ YES

Examples that would apply to column 2

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

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

IMPACT ON AESTHETIC RESOURCES

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

☐ NO ☐ YES

Examples that would apply to column 2

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

--	--	--	--

IMPACT ON HISTORIC AND ARCHAEOLOGICAL RESOURCES

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

☐ NO ☐ YES

Examples that would apply to column 2

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

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

IMPACT ON OPEN SPACE AND RECREATION

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

☐ NO ☐ YES

Examples that would apply to column 2

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

IMPACT ON CRITICAL ENVIRONMENTAL AREAS

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

☐ NO ☐ YES

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

Examples that would apply to column 2

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

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

IMPACT ON TRANSPORTATION

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

☐ NO ☐ YES

Examples that would apply to column 2

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

IMPACT ON ENERGY

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

☐ NO ☐ YES

Examples that would apply to column 2

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

NOISE AND ODOR IMPACT

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

☐ NO ☐ YES

Examples that would apply to column 2

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

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

IMPACT ON PUBLIC HEALTH

18. Will Proposed Action affect public health and safety?

☐ NO ☐ YES

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

IMPACT ON GROWTH AND CHARACTER OF COMMUNITY OR NEIGHBORHOOD

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

☐ NO ☐ YES

Examples that would apply to column 2

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

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

20. Is there, or is there likely to be, public controversy related to potential adverse environment impacts?
- ☐ NO ☐ YES

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

Part 3 - EVALUATION OF THE IMPORTANCE OF IMPACTS

Responsibility of Lead Agency

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

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

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

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

To answer the question of importance, consider:

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

Exhibit F

Addendum to the Full Environmental Assessment Form

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

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

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

Setting

The Town is located in Steuben County. As of the 2000 Census, the Town had a population of 2,064 within a total area of approximately 51.7 square miles. 51.7 miles of it is land and less than 0.04 miles of it is water.

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

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

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

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

Description of Potential Construction Activities

If extension of the Facilities were to be under taken following award of the franchise, any construction in the Town's rights-of-way with respect to cable television services would only involve facilities that will also be used for Empire Telephone Corporation's services. Construction of the Facilities has been completed for approximately eighty percent (80 %) of the area in the Town.

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

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

Exhibit 1

List of Steuben County Agricultural Districts

Steuben County Agricultural Districts Review Schedule

District Number	Year Created	Next Review Date	Acres in District	Towns Partially Included	Status	Consolidation Plans
1	1973	04/23/2013	28310.81	Bath, Cameron, Canisteo, Jasper, Rathbone, Troupsburg, Woodhull	Awaiting approval from Ag. and Markets	(Combined w/ 24 +25) Combine w/ 23 and eventually 10/11
2	1975	04/22/2009	6744.78	Bath, Campbell, Thurston	Review complete; approved by Ag. and Markets	(Joined with No. 15) Combine w/ 12 +14
3	1975	01/15/2011	7081.94	Prattsburg, Pulteney	Review complete; approved by Ag. and Markets	Combine w/ 4 + 17
4	1976	01/15/2011	5107.97	Bath, Urbana, Wheeler	Review complete; approved by Ag. and Markets	Combine w/ 3 + 17
5	1976	03/05/2008	39357.35	Avoca, Cohocton, Dansville, Fremont, Prattsburg, Weyland	Review complete; approved by Ag. and Markets	none
6	1976	06/24/2012	19834.64	Addison, Campbell, Erwin, Lindley, Rathbone, Thurston, Tuscarora	Review complete; approved by Ag. and Markets	(Joined with 9 and 16) Combine w/ 13, 18 + 22
7	1977	02/06/2008	44527.69	Canisteo, Dansville, Fremont, Hartsville, Hornellsville, Howard	Review complete; approved by Ag. and Markets	(Joined with No. 8)
10	1978	04/27/2010	23676.62	Canisteo, Greenwood, Hartsville, Jasper	Review complete; approved by Ag. and Markets	Combine w/ 11 and eventually 1 + 23
11	1983	04/27/2010	9439.77	West Union	Review complete; approved by Ag. and Markets	Combine w/ 10 and eventually 1 + 23
12	1984	04/22/2009	3006.01	Wayne + Bradford	Review complete; approved by Ag. and Markets	Combine w/ 2 + 14
13	1984	06/24/2012	5030.33	Caton, Corning, Lindley	Review complete; approved by Ag. and Markets	Combine w/ 6, 18 + 22
14	1984	04/22/2009	3943.94	Bath, Canisteo, Howard	Review complete; approved by Ag. and Markets	Combine w/ 2 + 12
17	1985	01/15/2011	46736.35	Avoca, Bath, Howard, Prattsburg, Urbana, Wheeler	Review complete; approved by Ag. and Markets	(Joined w/ 19, 20, + 21 in 2003) Combine w/ 3 + 4
18	1985	06/24/2012	13300.06	Lindley, Tuscarora, Woodhull	Review complete; approved by Ag. and Markets	Combine w/ 6, 13, + 22
22	1988	06/24/2012	5767.66	Campbell, Hornby	Review complete; approved by Ag. and Markets	Combine w/ 6, 13, + 18
23	1988	04/23/2013	26444.98	Jasper, Troupsburg, Woodhull	Review complete; approved by Ag. and Markets	Combine w/ 1 and eventually 10 + 11

Total Acres in Agricultural Districts: 288,300.90

Exhibit 2

List of Critical Environmental areas in Steuben County



New York State Department of
Environmental Conservation

[Services](#) [Programs](#) [Subject Index](#) [Search](#) [Contact Us](#) [Home](#)

Critical Environmental Areas in Steuben County

More information from this division:

[Division of Environmental Permits](#)
[SEQR](#)

Designating Agency:	CEA	Recorded Date	Effective Date
Wayland, Town of	Valley Fill Aquifer	7-11-96	8-12-96

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

[Back to top of page](#)

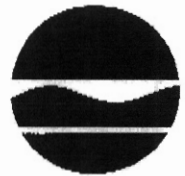
Exhibit 3

Unconsolidated Aquifers in Upstate New York

Exhibit 4

Schedule of Freshwater Wetlands in the Town

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



April 5, 2007

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

Dear Ms. Fleming,

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

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

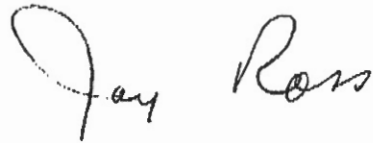
Also note that a figure for UPL (upland inclusions) shows at the bottom of some lists. This is not another wetland for your number count.

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

<u>Village or Town</u>	<u>Number of New York State Freshwater Wetlands</u>
Village of Burdett	none
Village of Lodi	none
Village of Odessa	2 (MF-4 and MF-3, both class 3)
Town of Pultney	9
Town of Catherine	8
Town of Alabama	25
Town of Alexander	29
Town of Batavia	46
Town of Cayuta	1
Town of Hector	10
Town of Italy	6
Town of Jerusalem	10
Town of Lodi	2

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

Sincerely,
Jay Ross

A handwritten signature in cursive script that reads "Jay Ross". The "J" is large and loops around the "ay", and the "Ross" is written in a fluid, connected style.

Fish and Wildlife Technician

Prattsburgh		
WET ID	CLASS	WETL
NA-3	3	13.9
PB-1	2	43.5
NA-5	2	185.3
PB-3	2	154
PU-4	2	29.2
NA-4	3	17.2
RH-1	2	213.8
PB-2	2	25.2
AV-4	2	50.7
AV-3	2	302.4
PB-1 UPL	0	1.4

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Exhibit 5

Flood Plain Maps

Exhibit G

Limited Power of Attorney

LIMITED POWER OF ATTORNEY

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

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

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

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

[signature page follows]

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

Empire Video Service Corporation

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

Signed in the presence of:
Witness

Witness

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

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

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

[signature page to the Limited Power of Attorney]

Exhibit H
Map of Prattsburgh

Exhibit I

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



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

STATE OF NEW JERSEY

Board of Public Utilities

*Two Gateway Center
Newark, NJ 07102*

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

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

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

BY THE BOARD:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DATED: March 6, 2002

BOARD OF PUBLIC UTILITIES
BY:

(signed)

JEANNE M. FOX
PRESIDENT

(signed)

FREDERICK F. BUTLER
COMMISSIONER

(signed)

CAROL J. MURPHY
COMMISSIONER

(signed)

CONNIE O. HUGHES
COMMISSIONER

ATTEST:

(signed)

HENRY M. OGDEN
ACTING BOARD SECRETARY