



AAA request

Chris Mueller
Director, Government Relations

December 17, 2012

Hon. Jaclyn A. Brillig
Secretary to the Commission
New York State Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Application for Franchise Renewal – Time Warner Cable Northeast LLC, d/b a Time Warner Cable through its WNY Division

Dear Secretary Brillig:

We are herewith filing copies of the following:

1. Method of Service Form
2. R-2 Application for Franchise Renewal (rates, channel line-up)
3. Municipal Resolution granting renewal dated, August 20, 2012
4. Fully executed copy of Franchise Renewal Agreement dated, August 30, 2012
5. Notice of Public Hearing
6. Legal Notice of Application for Renewal

Please note that this franchise renewal's test data is associated with the CD labeled POP, Rochester – All which was sent to the Commission on 1/13/12.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Chris Mueller".

Chris Mueller
Director, Government Relations
Time Warner Cable, WNY

NEW YORK STATE DEPARTMENT OF PUBLIC SERVICE

METHOD OF SERVICE FORM

This form should be filed with all new petitions and applications that require action by the Commission. It will allow us to serve you with the Commission decision using the method you select.

Name:	Chris Mueller
Your Company/Organization:	Time Warner Cable
Mailing Address:	71 Mt. Hope Avenue, Rochester, NY 14620
Company/Organization you represent, if different from above:	_____
E-Mail Address:	chris.mueller@twcable.com

If you consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents electronically. If you do not consent to receive Commission-issued orders electronically, you will receive all Commission-issued documents by mail.

Check the box(es) in A or B, below:

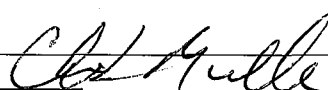
A.

I am authorized by the party I represent to grant consent to receive electronic-only service of Commission-issued orders, AND

I, on behalf of myself or the party I represent, knowingly waive the right specified in Public Service Law §23(1) to be served personally or by mail with orders that affect me or the party I represent and consent to receive service of Commission-issued orders by electronic means only. This consent remains in effect until revoked.

B

I do not consent to receive electronic service and instead request that the DPS mail Commission-issued document(s) to me.

Signature: 	Date: 12/17/12
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**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

In the matter of application of **TIME WARNER CABLE NORTHEAST LLC** for renewal of its Certificate of Confirmation and Cable Television Franchise in the **VILLAGE OF PERRY**, County of Wyoming, New York.

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


**Time Warner Cable
71 Mt. Hope Avenue
Rochester, NY 14620
(585) 756-1326**

4. & 5. The applicant serves the following municipalities from the same headend or from a different headend in the same or adjacent counties; the number of subscribers in each of the communities as of May, 2012 are:
(see attached)
6. The following signals are regularly carried by the Rochester cable system: **(see attached channel card)**
7. The Applicant does provide channel capacity and video production facilities for local origination. During the past twelve (12) months, the Applicant has provided approximately 4,160 hours of locally originated programming of all types including PEG access.
8. The current monthly rates for service in the Village of Perry system are: **(see attached)**
9. During the past twelve (12) months, the applicant has placed the following miles of new cable television plant in operation in the following municipalities: .303 new miles in the Village of Perry.
10. The company has previously submitted to the New York State Public Service Commission its technical plan to rebuild the system to 750 MHZ which was completed by end of 2000.

11. (A) The Applicant has previously filed with the New York State Public Service Commission its current Statement of Assessment pursuant to Section 817 of the Executive Law.
- (B) The Applicant previously filed with the New York State Public Service Commission its current Annual Financial Report.
12. State and describe below any significant achievements and/or improvements that took place with respect to system operation during the past twelve (12) months.
- _____
- _____
13. No event or change has occurred during the past twelve (12) months which has had, or could have, a significant impact upon Applicant's ability to provide cable television services.

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

Dated: 12/17/12

By: 

Chris Mueller
Director, Government Relations
Time Warner Cable



PRICES AND PACKAGES, MONTHLY

FRANCHISE NAME (See listing on back)	BASIC	STANDARD	COMBINED
Group 1	\$ 13.25	\$ 67.25	\$ 80.50
Group 2, 3, 4, 6, 8	\$ 9.50	\$ 71.00	\$ 80.50
Group 5	\$ 16.25	\$ 61.25	\$ 77.50
Group 7	\$ 12.00	\$ 68.50	\$ 80.50

DIGITAL TV & BUNDLES (includes first piece of equipment)

Digital TV	\$ 80.50
Watch N Surf	\$ 125.49
Watch N Call	\$ 119.49
Surf N Call	\$ 86.50
All The Best	\$ 160.49
TV Essentials Single Play	\$ 49.99
TV Essentials Double Play (Lite Internet)	\$ 74.99

ADDITIONAL DIGITAL TIERS & SERVICES

Time Warner Cable Movie Pass	\$ 5.99
Time Warner Cable Sports Pass	\$ 5.99
Time Warner Cable 3D Pass	\$ 10.00
Time Warner Cable HD Pass	\$ 4.99
Digital Espanol Tier	\$ 6.99
DVR Service Primary	\$ 12.95
DVR Service Second	\$ 12.95
Digital Service Additional	\$ 1.00
Whole House DVR	\$ 19.99

PHONE

Home Phone Unlimited	\$ 42.99
Home Phone In State	\$ 29.99
Home Phone Local	\$ 24.99
International OnePrice*	\$ 19.99
Private Listing Fee	\$ 4.99

INTERNET WITH MINIMUM STANDARD CABLE SERVICE

Ultimate Internet (add on to Standard Internet)	\$ 50.00
Standard Internet	\$ 47.99
Extreme Internet (add on to Standard Internet)	\$ 20.00
Turbo Internet (add on to Standard Internet)	\$ 9.99
Basic Internet	\$ 34.99
Lite Internet	\$ 25.99

INTERNET WITH MINIMUM BASIC CABLE SERVICE

Ultimate Internet (add on to Standard Internet)	\$ 50.00
Standard Internet	\$ 49.99
Extreme Internet (add on to Standard Internet)	\$ 20.00
Turbo Internet (add on to Standard Internet)	\$ 9.99
Basic Internet	\$ 37.99
Lite Internet	\$ 29.99

INTERNET WITHOUT ANOTHER SERVICE

Ultimate Internet (add on to Standard Internet)	\$ 50.00
Standard Internet	\$ 51.04
Extreme Internet (add on to Standard Internet)	\$ 20.00
Turbo Internet (add on to Standard Internet)	\$ 9.99
Basic Internet	\$ 37.99
Lite Internet	\$ 29.99

PREMIUM SERVICES

HBO The Works	\$ 14.95	here! TV	\$ 6.99
Cinemax	\$ 12.95	Too Much for TV	\$ 14.99
Showtime Unlimited	\$ 12.95	Penthouse	\$ 12.95
Starz	\$ 12.95	TEN	\$ 12.95
Howard TV On Demand	\$ 13.99	Playboy	\$ 12.95
Disney On Demand	\$ 3.99	Manhandle TV	\$ 12.95
Disney Family Movies On Demand	\$ 4.99		

INTERNATIONAL PREMIUM CHANNELS - PACKAGES

Mandarin Passport (Includes CCTV-4, CTI Zhong Tian Channel, Phoenix, Phoenix NA Chinese Channel)	\$ 19.99
Hindi Passport (Includes ZEE TV, SET Asia, TV Asia)	\$ 29.99
Filipino Pass Plus (Includes GMA Pinoy, GMA Life, DWLS, DZBB, TFC)	\$ 24.99
Russian Passport (Includes Channel One Russia, RTV, RTN, TV 1000 Russian Kino)	\$ 25.99

INTERNATIONAL PREMIUM CHANNELS - ALA CARTE

Rai Italia	\$ 9.99	TV5MONDE	\$ 9.99
ART	\$ 12.99	SBTN	\$ 14.99
TV JAPAN	\$ 24.99	DW Amerika	\$ 9.99
TV Polonia	\$ 19.99	Bollywood Hits On Demand	\$ 9.99



ADDITIONAL EQUIPMENT CHARGES

Digital Terminal	\$ 6.46 - \$ 7.99
Digital Remote	\$ 0.36 - \$ 0.50
Each Additional Digital Terminal	\$ 6.84 - \$ 7.99
Each Additional Digital Remote	\$ 0.34 - \$ 0.50
CableCARD**	\$ 2.00
CableCARD** (additional outlet each)	\$ 2.00
Modem	\$ 3.95
WiFi Home Network	\$ 5.00

INSTALLATION, TRANSACTION & EQUIPMENT CHARGES**

Installation of one product (TV, Internet or Phone)	\$ 47.99
Installation of two products (TV, Internet or Phone)	\$ 39.99
Installation of three products (TV, Internet or Phone)	\$ 29.99
Home Phone Activation Fee	\$ 19.99
Install/Activate additional Outlet (above first two)	\$ 24.99
Reconnection of Service at Pole	\$ 29.99
Installation of WiFi Home Networking (first 2 PCs)	\$ 49.99
Installation of Whole House DVR	\$ 49.99
Non Sufficient Funds Fee	\$ 20.00
Late Payment Fee	\$ 7.25
Late Payment Fee Home Phone	1.5% of Rate
Deactivation/Reactivation Fee	\$ 2.50
Unreturned Cable Modem	\$ 24.00 - \$ 150.00
Unreturned WiFi Modem	\$ 50.00 - \$ 100.00
Unreturned Digital Home Terminal	\$ 185.00 - \$ 289.00
Unreturned DVR Terminal	\$ 186.00 - \$ 530.00
Unreturned HDTV Terminal	\$ 186.00 - \$ 500.00
Unreturned HD/DVR Terminal	\$ 160.00 - \$ 530.00
Unreturned CableCARD**	\$ 50.00 - \$ 200.00
Unreturned Home Phone Modem (MTA)	\$ 50.00 - \$ 98.00
Unreturned Tuning Adapter	\$ 150.00
Payment Processing Fee (by phone, non automated)	\$ 5.00
Non Standard Installation	Time And Materials

FRANCHISE GROUPS

- Group 1 - Akron, Alabama, Albion (T and V), Alden (T and V), Alexander, Alexander (T), Arcadia, Attica (T and V), Aurelius, Aurora, Avon (T and V), Barre, Batavia (C and T), Bennington, Bergen (T and V), Bethany, Bloomfield, Bristol, Butler (T), Byron, Caledonia (T and V), Candice, Canandaigua (C and T), Caneadea, Carlton, Castile (T and V), Cayuga, Chili, Churchville, Clarendon, Clifton Springs, Clyde, Conesus, Corfu, Covert, Covington, Darien, East Bloomfield (T), Eagle (T), Elba (T and V), Fairport (V), Farmington, Fayette, Gaines, Gainesville, Gainesville (T), Galen, Gates, Genesee Falls, Genesee (T and V), Geneva (C and T), Greece, Groveland, Hamlin, Hartland, Henrietta, Hilton, Honeoye Falls, Hopewell, Hume, Huron, Interlaken, Irondequoit, Java, Kendall, Ledyard, Leicester (T and V), Leroy (T and V), Lima (T and V), Livonia (T and V), Lodi (T and V), Lyndonville, Lyons (T and V), Macedon (T and V), Manchester (T and V), Marilla, Marlon, Medina, Mendon, Middlebury, Middleport, Mount Morris (T and V), Naples (T and V), Neward, Newstead, Nunda (T and V), Oakfield (T and V), Ontario, Orangeville, Ovid (T and V), Palmyra (T and V), Pavilion, Pembroke (T), Perry (T and V), Portage, Red Creek, Richmond, Ridgeway, Riga, Romulus, Rose, Royalton, Rush, Savannah, Scottsville, Seneca, Seneca Falls (T and V), Shelby, Sheldon, Shortsville, Silver Springs, Sodus (T and V), Sodus Point, South Bristol, Spencerport, Springport, Stafford, Union Springs, Varick, Victor (T and V), Waiworth, Warsaw (T and V), Waterloo (T and V), Webster (T and V), West Bloomfield, Wheatland, Willamson, Wolcott (T and V), Wyoming, Yates, York
- Group 2 - Brighton, City of Rochester
- Group 3 - East Rochester
- Group 4 - Brockport, Holley, Murray, Ogden, Parma, Sweden
- Group 5 - Barrington (T), Benton (T), Dresden, Gorham (T), Hammondsport (V), Italy (T), Jerusalem (T), Middlesex (T), Milo (T), Penn Yan (V), Prattsburgh (T), Pulteney (T), Rushville (V), Torrey (T), Tyrone (T), Urbana (T), Wayne (T), Wheeler (T)
- Group 6 - Clarkson
- Group 7 - Perinton, Pittsford
- Group 8 - Penfield



* Not all channels available with CableCARD**
 ** Sales tax will be added to installation charges

Rates and charges apply to standard residential installation and services. Rates, offerings and packages subject to change. Franchise fee, FCC regulatory fees and sales tax not included in rates. Franchise fees vary by community. Lease of a modem or purchase of an approved modem required for Internet service. Approved modems can be found at www.twc.com/approveddevices. Basic Service is required to receive Standard Service. Basic & Standard Service and a Digital Terminal are required to receive Digital TV Services. Other charges, restrictions or requirements may apply.

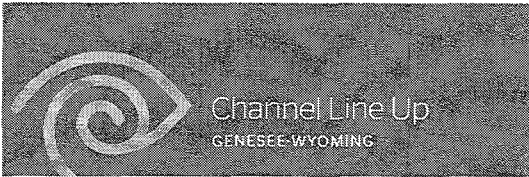
Time Warner Cable leases CableCARDs for \$2.50 per month, per CableCARD, for use in customer owned retail CableCARD compatible devices. Our leased digital converters also include either a CableCARD or integrated security inside the device. Our lease rate for digital converters that contain a CableCARD includes a \$2.50 imputed charge for the CableCARD. From time to time we may offer bundled packages that include one or more digital converters within the base package price. If you lease a CableCARD in lieu of such a digital converter, we now offer a prospective monthly credit to reflect the difference between the standard lease rates for digital converters and CableCARDs. Please contact us by filling out the form available via the following link if you believe you may be eligible for or would like more information regarding this credit: www.twc.com/cablecard.

UPDATED CHANNEL LINEUPS

Get the latest lineups online
 We continually update our channel lineup to provide you with a robust variety of services.
 To view the current line up visit our website at:
twc.com

Effective 11/1/2012 NE-RC-7080 Rochester





BASIC/TV ESSENTIALS

- 1. On TWC²
- 2. WGRZ (Ch 2) Buff. NBC
- 3. WNED²
- 4. WIVB (Ch 4) Buff. CBS
- 5. WNYO My Network TV
- 6. WUTV (Ch 29) Buff. FOX
- 7. WKBW (Ch 7) Buff. ABC
- 8. WROC (Ch 8) Roch. CBS
- 9. WNLO The CW Network
- 10. WHEC (Ch 10) Roch. NBC
- 11. WXXI (Ch 21) Roch. PBS
- 12. WUHF (Roch) FOX
- 13. WHAM (Ch 13) Roch. ABC
- 14. YNN Buffalo
- 15. Educational Access
- 16. WNYB (Ch 26) Buff. TCT
- 17. WPXI Buff. ION TV
- 19. Community Access
- 71. WBBZ MeTV¹

STANDARD

- 20. QVC
- 21. The Learning Channel
- 22. The Weather Channel
- 24. TNT
- 25. Discovery Channel
- 26. TWC SportsChannel
- 27. CNN
- 28. Headline News
- 29. ESPN
- 30. ESPN2
- 31. Lifetime Movie Network¹
- 32. MSG
- 33. Hallmark Channel
- 34. USA Network
- 35. Lifetime
- 36. E! Entertainment
- 37. Comedy Central
- 38. TBS
- 39. Home Shopping Network
- 40. CNBC
- 41. EWTN¹
- 42. FOX News Channel
- 43. MSNBC
- 44. HGTV
- 45. Food Network
- 46. Sports Net NY
- 47. YES Network
- 48. A&E
- 49. History Channel
- 50. Bravo
- 51. NBC Sports Network
- 52. TV Land
- 53. American Movie Classics
- 54. Turner Classic Movies
- 55. Spike TV
- 56. Country Music Television¹
- 57. MTV
- 58. VH1

- 59. SyFy
- 60. BET
- 61. Univision
- 62. Animal Planet
- 63. Cartoon Network
- 64. Nickelodeon
- 65. ABC Family Channel
- 66. C-SPAN¹
- 67. FX
- 68. The Disney Channel
- 69. The Golf Channel¹
- 70. National Geographic
- 72. WE: Women's Entertainment
- 75. Oxygen¹
- 76. truTV¹
- 77. Travel Channel¹
- 119. FOX Business Network¹
- 140. WUTV The Country Network²
- 267. Shop Zeal¹
- 293. Shop Zeal²
- 294. Shop Zeal³
- 295. Shop Zeal⁴
- 296. Shop Zeal⁵
- 998. WUTV The Country Network²

DIGITAL BASIC

- 83. NY Legislative Channel
- 86. Shop NBC
- 98. Leased Access/Wize Buys
- 99. TV Guide Channel
- 101. CNN
- 102. Headline News
- 103. The Weather Channel
- 105. CNN International
- 106. Bloomberg Television
- 107. CNBC
- 109. YNN Buffalo²
- 110. YNN Rochester²
- 113. MSNBC
- 114. Current TV
- 115. FOX News Channel
- 116. C-SPAN
- 117. C-SPAN2
- 118. C-SPAN3
- 122. NY1
- 126. CNBC World
- 193. Jewelry Television
- 194. RT TV Russia Today²
- 201. ESPN
- 202. ESPN2
- 203. ESPNEWS
- 205. YES
- 206. MSG
- 208. The Golf Channel
- 210. Speed Channel¹
- 212. FOX Soccer
- 213. Sports Net NY
- 215. TWC SportsChannel
- 216. ESPN
- 231. NBA TV
- 238. MLB Network
- 256. NFL Network
- 257. Red Zone
- 270. GEMS Shopping Network
- 271. Retired Life TV
- 303. USA Network
- 305. TNT
- 307. TBS
- 309. FX
- 311. Turner Classic Movies
- 312. American Movie Classics
- 313. Reelz Channel
- 317. FOX Movie Channel
- 318. Independent Film Channel
- 319. Sundance
- 323. A&E
- 326. BBC America
- 329. Bravo
- 340. Comedy Central
- 343. Chiller Channel
- 345. SyFy
- 347. TV Land
- 351. Hallmark Channel
- 353. RetroPlex
- 354. IndiePlex
- 401. NBC Sports Network
- 403. Outdoor Channel
- 405. Spike TV
- 406. G4
- 407. Lifetime
- 408. Lifetime Real Women
- 410. Lifetime Movie Network
- 413. Oxygen¹
- 415. WE: Women's Entertainment
- 416. SOAPnet
- 418. Travel Channel¹
- 421. Food Network
- 423. Style
- 425. The Cooking Channel
- 428. HGTV
- 431. WNED Thinkbrite²
- 432. DIY
- 433. WXXI - CREATE²
- 434. Destination America
- 436. OWN
- 438. LOGO
- 442. Home Shopping Network
- 443. ShopNBC¹
- 445. Jewish Life TV
- 446. EWTN
- 447. Inspiration Network
- 449. Daystar Television Network
- 450. Univision
- 452. BET
- 453. Nat Geo Wild
- 456. Discovery Fit & Health
- 502. National Geographic
- 503. Biography
- 504. History Channel

- 505. H2
- 506. Animal Planet
- 508. The Learning Channel
- 510. Discovery Channel
- 512. Investigation Discovery
- 513. Military Channel
- 514. SCIENCE
- 515. The Hub
- 517. Nick Toons
- 518. Nickelodeon
- 519. Nick Jr.
- 520. Disney Jr.
- 521. Cartoon Network
- 524. PBS WXXI World²
- 525. ABC Family Channel
- 527. The Disney Channel
- 528. The Disney Channel 2
- 529. Disney XD
- 532. Teen Nick
- 534. Boomerang
- 601. MTV
- 602. MTV2
- 603. MTV Hits
- 604. fuse
- 605. VH1
- 606. VH1 Classic
- 610. Centric
- 612. Country Music TV
- 613. Great American Country
- 614. Gospel Music Channel
- 650-694. Music Choice
- 900. Reelz Channel
- 1012. Lifetime Movie Network HD
- 1015. Palladia HD
- 1019. Disney XD HD
- 1024. SCIENCE HD
- 1025. Hallmark Movie Channel HD
- 1028. NBA TV HD
- 1030. Velocity HD
- 1035. Crime & Investigation HD
- 1038. Biography HD
- 1039. ESPN U HD
- 1041. ESPN News HD
- 1042. The Outdoor Channel HD
- 1055. Nat Geographic HD
- 1057. Destination America HD
- 1065. Speed HD¹
- 1070. MLB Network HD
- 1079. IFC HD
- 1087. G4HD
- 1088. Investigation Discovery HD
- 1089. The Hub HD
- 1155. Style HD
- 1157. The Cooking Channel HD
- 1158. DIY Network HD
- 1164. MTV2 HD
- 1175. BBC America HD
- 1176. Nat Geo Wild HD
- 1177. Spike TV HD
- 1178. H2 HD
- 1181. Gospel Music Channel HD

- 1182. Bloomberg HD
- 1183. Sundance HD
- 1184. Reelz HD
- 1185. FOX Soccer HD
- 1188. NFL Network HD
- 1189. Red Zone HD
- 1332. 3D Events Info
- 1333. 3D Events 1
- 1334. 3D Events 2

TWC SPORTS PASS

- 204. ESPN Classic Sports
- 220. GOL TV
- 221. Sportsman Channel
- 225. FCS Atlantic
- 226. FCS Central
- 227. FCS Pacific
- 228. Fuel
- 229. FOX Soccer Plus
- 230. Tennis Channel
- 231. NBA TV
- 232. CBS Sports
- 233. NHL Network
- 234. PAC 12 Network
- 235. TWC Sports NET
- 240. BTN
- 241. TWC Sports Pass OD
- 250. PAC-12 Los Angeles
- 251. PAC-12 Arizona
- 252. PAC-12 Washington
- 253. PAC-12 Oregon
- 254. PAC-12 Mountain
- 255. PAC-12 Bay Area
- 256. NFL Network
- 257. Red Zone
- 258. beIN Sports
- 403. Outdoor Channel
- 1027. CBS Sports HD
- 1028. NBA TV HD
- 1042. Outdoor Channel HD
- 1044. NHL Network HD
- 1059. Tennis Channel HD
- 1077. BTN HD
- 1083. FOX Soccer Plus HD
- 1096. TWC SportsNet HD
- 1188. NFL Network HD
- 1189. Red Zone HD
- 1190. GOL TV HD
- 1191. PAC 12 Network HD
- 1192. PAC-12 Los Angeles HD
- 1193. PAC-12 Arizona HD
- 1194. PAC-12 Washington HD
- 1195. PAC-12 Oregon HD
- 1196. PAC-12 Mountain HD
- 1197. PAC-12 Bay Area HD
- 1198. beIN Sports HD
- 1217. FOX Deportes
- 1540. ESPN Goal Line HD
- 1541. MLB Strike Zone HD
- 1551. College Football 1
- 1552. College Football 2

TWC MOVIE PASS

- 531. Disney Family Movies OD
- 960. Encore Westerns
- 961. Encore Love
- 962. Encore Suspense
- 963. Encore Action
- 964. Encore Drama
- 965. Encore Family
- 966. Encore West
- 967. Encore
- 968. TWC Movie Pass OD
- 969. FEAR net
- 1148. Encore HD
- 1150. FEAR net HD

TWC 3D PASS

- 1505. ESPN 3D

SUBSCRIPTION ON DEMAND

- 526. The Disney Channel⁵
- 531. Disney Family Movies⁵
- 740. HBO⁴
- 741. Cinemax⁴
- 742. Showtime⁴
- 743. TMC⁴
- 745. Starz⁴
- 901. HBO⁴
- 915. Cinemax⁴
- 930. Showtime⁴
- 945. TMC⁴
- 949. Starz⁴
- 1630. Too Much For TV
- 1631. Outrageous
- 1632. Howard Stern⁵
- 1700. Signature View⁵

MOVIES/SHOWS ON DEMAND³

- 800. Movies
- 804. Movies Hits
- 805. Movies Kids & Teens
- 811. Espanol
- 829. Movies
- 841. Movies
- 870. Adult
- 880. Adult
- 1189. Outrageous

DIGITAL PAY PER VIEW³

- 831. Pay-Per-View
- 832. Pay-Per-View
- 842. PPV HD
- 1000. Pay-Per-View HD

DIGITAL PREMIUM CHANNELS

- 902. HBO⁵
- 903. HBO 2⁵
- 904. HBO Signature⁵
- 905. HBO Family⁵
- 906. HBO Comedy⁵

Channel Line Up

- 907.....HBO Zone⁵
- 910.....HBO Latino⁵
- 911.....HBO West⁵
- 916.....Cinemax⁵
- 917.....MoreMAX⁵
- 918.....Action MAX⁵
- 919.....Thriller MAX⁵
- 920.....WMAX⁵
- 921.....@MAX⁵
- 922.....5-StarMAX⁵
- 923.....OuterMAX⁵
- 924.....Cinemax West⁵
- 931.....Showtime⁵
- 932.....Showtime Too⁵
- 933.....Showtime Showcase⁵
- 934.....Showtime Extreme⁵
- 935.....Showtime Beyond⁵
- 937.....Showtime Next⁵
- 938.....Showtime Family Zone⁵
- 939.....Showtime Women⁵
- 940.....Showtime West⁵
- 946.....The Movie Channel⁵
- 947.....TMC Xtra⁵
- 948.....Flix⁵
- 950.....Starz⁵
- 951.....Starz Edge⁵
- 952.....Starz in Black⁵
- 953.....Starz Kids & Family⁵
- 954.....Starz Cinema⁵
- 955.....Starz Comedy⁵
- 1060.....HBO HD⁴
- 1061.....Showtime HD⁴
- 1062.....Starz HD⁴
- 1064.....Cinemax HD⁴
- 1100.....HBO HD⁴
- 1101.....HBO 2 HD⁴
- 1102.....HBO Signature HD⁴
- 1103.....HBO Family HD⁴
- 1104.....HBO Comedy HD⁴
- 1105.....HBO Zone HD⁴

- 1106.....HBO Latino HD⁴
- 1110.....Cinemax HD⁴
- 1111.....More MAX HD⁴
- 1112.....Action MAX HD⁴
- 1113.....Thriller MAX HD⁴
- 1114.....WMAX HD⁴
- 1115.....@MAX HD⁴
- 1116.....5 Star MAX HD⁴
- 1117.....Outer MAX HD⁴
- 1120.....Showtime HD⁴
- 1121.....Showtime TOO HD⁴
- 1122.....Showtime Showcase HD⁴
- 1123.....Showtime Extreme HD⁴
- 1124.....Showtime Beyond HD⁴
- 1125.....Showtime Next HD⁴
- 1126.....Showtime Women HD⁴
- 1130.....TMC HD⁴
- 1131.....TMC Xtra HD⁴
- 1135.....Starz HD⁴
- 1136.....Starz Edge HD⁴
- 1138.....Starz Kids & Family HD⁴
- 1140.....Starz Comedy HD⁴
- 1201.....HBO Latino⁵

FREE HD/BASIC²

- 1002.....WGRZ HD (Buffalo, NBC)
- 1003.....WNED HD (Buffalo, CBS)
- 1004.....WIVB HD (Buffalo, PBS)
- 1005.....YNN Buffalo HD
- 1006.....WUTV HD (Buffalo, FOX)
- 1007.....WKWB HD (Buffalo, ABC)
- 1008.....WROC HD (CBS)
- 1009.....YNN Rochester HD
- 1010.....WHEC HD (NBC)
- 1011.....WXXI HD (PBS)
- 1013.....WHAM HD (ABC)
- 1014.....WBBZ MeTV HD
- 1017.....WNYO HD My Network TV
- 1051.....WPXJ ION TV HD
- 1082.....QVC HD



- ¹ Digital Format
- ² Included w/ lease of Digital Box
- ³ Per Title Fee Applies
- ⁴ Free w/ Subscription to Premium
- ⁵ Subscription fee applies

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

EFFECTIVE 11/1/2012

Digital Terminal required to receive Digital Cable On Demand Programming Premium Channels, and Optional Pay-Per-View Services required to subscribe to digital Cable On Demand digital services. High Definition Policy: Standard HD TV Terminal required to receive HD Channels. 3D TV, 3D glasses and HD terminal required to receive 3D programming. Not all services available w/ CableCARD™. Channel line up subject to change.

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FREE HD/STANDARD

- 1018.....Disney Channel HD
- 1020.....CNN HD
- 1021.....FOX News Channel HD
- 1022.....FOX Business Network HD
- 1023.....The Learning Channel HD
- 1026.....TWC SportsChannel HD
- 1029.....Weather Channel HD
- 1031.....ABC Family HD
- 1032.....Cartoon HD
- 1033.....TNT HD
- 1034.....Turner Classic Movies HD
- 1036.....Discovery HD
- 1037.....A&E HD
- 1040.....Travel Channel HD
- 1043.....MSG HD
- 1045.....Food Network HD
- 1046.....SportsNet NY HD
- 1047.....YES HD
- 1048.....NBC Sports Network HD
- 1049.....TBS HD
- 1050.....Headline News HD
- 1052.....ESPN HD
- 1053.....ESPN 2 HD
- 1056.....HGTV HD
- 1058.....Golf HD
- 1063.....History Channel HD
- 1066.....E! HD
- 1067.....FX HD
- 1068.....Animal Planet HD
- 1071.....USA HD
- 1072.....Syfy HD
- 1073.....CNBC HD
- 1074.....MSNBC HD
- 1075.....Bravo HD
- 1078.....AMC HD
- 1090.....EWTN HD
- 1091.....TV Guide HD
- 1154.....Nickelodeon HD
- 1156.....Hallmark HD
- 1163.....TV Land HD
- 1165.....MTV HD
- 1166.....Comedy Central HD
- 1167.....CMT HD
- 1168.....VH1 HD
- 1172.....LifETIME HD
- 1173.....Oxygen HD¹
- 1174.....truTV HD
- 1186.....BET HD
- 1187.....HSN HD

FREE ON DEMAND

- 104.....History & Nature
 - 108.....YNN
 - 111.....Rochester
 - 209.....Sports & Fitness
 - 214.....TWC SportsChannel OD
 - 430.....Lifestyle
 - 523.....Kids
 - 707.....Nature & Knowledge
 - 709.....Lifestyle
 - 710.....Cutting Edge
 - 712.....Time Warner SportsNet
 - 715.....PBS Kids
 - 716.....Rochester
 - 717.....Sports & Fitness
 - 728.....YNN
 - 731.....MC
 - 732.....Music
 - 733.....Entertainment
 - 735.....Primetime
 - 736.....Lo Mejor
 - 801.....iCONTROL Previews
 - 810.....Free Movies
 - 830.....iNDEMAND Previews
 - 1220.....Lo Mejor
 - 1276.....Automotive TV
 - 1278.....Find It
 - 1280.....Movie Trailers
 - 1281.....Health
 - 1282.....Travel
 - 1284.....TWCable How To
- ## TWCHD PASS
- 1054.....Universal HD
 - 1069.....MGM HD
 - 1084.....Smithsonian HD OD
 - 1085.....Smithsonian HD
 - 1086.....RFD HD
- ## DIGITAL ESPANOL TIER
- 236.....TWC Deportes
 - 1095.....ESPN Deportes HD

- 1097.....TWC Deportes HD
- 1098.....beIN Sports Deportes HD
- 1201.....HBO Latino⁵
- 1202.....EWTN Español
- 1203.....CNN Español
- 1204.....Discovery Español
- 1205.....La Familia
- 1207.....Canal 24 Horas
- 1208.....TVE
- 1209.....CineLatino
- 1210.....Ultisima
- 1211.....HTV
- 1212.....Infinito
- 1213.....Video Rola
- 1214.....Mun2
- 1215.....beIN Sports Deportes
- 1216.....Playboy Español
- 1217.....FOX Deportes
- 1218.....Galavisión
- 1219.....ESPN Deportes
- 1220.....Lo Mejor On Demand

FREE ON DEMAND

- 104.....History & Nature
 - 108.....YNN
 - 111.....Rochester
 - 209.....Sports & Fitness
 - 214.....TWC SportsChannel OD
 - 430.....Lifestyle
 - 523.....Kids
 - 707.....Nature & Knowledge
 - 709.....Lifestyle
 - 710.....Cutting Edge
 - 712.....Time Warner SportsNet
 - 715.....PBS Kids
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 - 728.....YNN
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 - 801.....iCONTROL Previews
 - 810.....Free Movies
 - 830.....iNDEMAND Previews
 - 1220.....Lo Mejor
 - 1276.....Automotive TV
 - 1278.....Find It
 - 1280.....Movie Trailers
 - 1281.....Health
 - 1282.....Travel
 - 1284.....TWCable How To
- ## FAMILY TIER
- 1301.....C-SPAN2¹
 - 1302.....C-SPAN3
 - 1303.....Headline News
 - 1304.....The Hub
 - 1305.....SCIENCE Channel
 - 1306.....Boomerang

- 1307.....Disney
- 1308.....Disney XD
- 1309.....Discovery Fit & Health
- 1310.....HGTV
- 1311.....La Familia
- 1312.....Nick Jr
- 1313.....The Weather Channel
- 1314.....DIY
- 1315.....Food Network

ADULT

- 1600.....Adult OD³
- 1610.....Playboy⁴
- 1611.....Playboy OD⁵
- 1612.....Playboy Espanol⁴
- 1613.....Penthouse OD⁴
- 1614.....Penthouse⁵
- 1615.....TEN OD⁴
- 1616.....TEN⁵
- 1617.....Real OD⁴
- 1618.....Real⁵
- 1619.....Hustler OD³
- 1620.....Hustler TV⁵
- 1621.....Hustler HD⁴
- 1623.....Penthouse⁵
- 1624.....TEN PPV³
- 1625.....Real PPV³
- 1635.....Here! TV⁴
- 1636.....Here! TV OD⁵
- 1637.....Manhandle TV OD⁴
- 1638.....Manhandle TV⁵
- 1639.....HIS OD⁵

SPORTS PACKAGES⁵

- 1401-1414.....NHL Center Ice/MLB Xtra Innings
- 1420-1429.....NBA League Pass/MLS Direct Kick
- 1451-1456.....ESPN Sports PPV
- 1560-1568.....Game HD NHL/MLB
- 1570-1578.....Team HD NBA/MLS

INTERNATIONAL CHANNELS PACKAGES

Filipino Pass Plus

- 1221.....Filipino OD
- 1222.....GMA Pinoy
- 1223.....GMA Life
- 1224.....DWLS
- 1225.....DZBB
- 1226.....TFC

Hindi Passport

- 1228.....ZEE TV
- 1229.....SET Asia
- 1230.....TV Asia

Russian Passport

- 1233.....Channel One Russia
- 1234.....RTVi
- 1235.....RTN
- 1236.....TV 1000 Russian Kino

Mandarin Passport

- 1250.....CCTV-4
- 1251.....CTI Zhong Tian Channel
- 1252.....Phoenix
- 1253.....Phoenix NA Chinese Channel

ALA CARTE

- 1240.....Rai Italia
- 1241.....TV5MONDE
- 1242.....ART
- 1243.....SBTN
- 1244.....TV JAPAN
- 1245.....DW-TV Amerika
- 1260.....TV Polonia
- 1261.....Polskie Radio 1
- 1262.....Polskie Radio 3
- 1270.....Bollywood Hits On Demand

TV ESSENTIALS

- 101.....CNN
- 102.....Headline News
- 193.....Jewelry TV
- 203.....ESPN News
- 267.....Shop Zeal 1
- 293.....Shop Zeal 2
- 294.....Shop Zeal 3
- 295.....Shop Zeal 4
- 296.....Shop Zeal 5
- 303.....USA Network
- 309.....FX
- 312.....AMC
- 323.....A&E
- 329.....Bravo
- 351.....Hallmark
- 406.....G4
- 407.....Lifetime
- 425.....Cooking Channel
- 428.....HGTV
- 443.....ShopNBC
- 447.....Inspiration Network
- 452.....BET
- 456.....Discovery Fit & Health
- 503.....Biography Channel
- 504.....History
- 506.....Animal Planet
- 510.....Discovery
- 513.....Military Channel
- 518.....Nickelodeon
- 519.....Nick Jr.
- 521.....Cartoon Network
- 527.....Disney Channel
- 534.....Boomerang
- 601.....MTV
- 605.....VH1
- 610.....Centric
- 613.....Great American Country
- 614.....Gospel Music Channel
- 650-694.....Music Choice

Summary of active counts per video cat

Site ID	Frn Franchise Name	Total Video Subs	Frn Franchise Name
180	140 VILLAGE OF WARSAW	1147	804 VILLAGE OF BLOOMFIELD
180	141 TOWN OF WARSAW	323	805 TOWN OF WOLCOTT
180	201 TOWN OF BARRINGTON	272	807 TOWN OF CANANDAIGUA
180	202 TOWN OF BENTON	165	809 VILLAGE OF CAYUGA
180	203 TOWN OF GORHAM	835	811 VILLAGE OF CLYDE
180	204 VILLAGE OF HAMMONDSPOR	277	814 TOWN OF FARMINGTON
180	205 TOWN OF ITALY	74	816 TOWN OF GALEN
180	206 TOWN OF JERUSALEM	1346	818 TOWN OF GENEVA
180	207 TOWN OF MIDDLESEX	81	820 TOWN OF HURON
180	208 TOWN OF MILO	276	822 TOWN OF LEDYARD
180	209 VILLAGE OF PENN YAN	1646	824 VILLAGE OF LODI
180	210 TOWN OF PRATTSBURG	133	826 VILLAGE OF LYONS
180	211 TOWN OF PULTENEY	336	828 TOWN OF MACEDON
180	212 VILLAGE OF RUSHVILLE(ONT)	72	830 TOWN OF MANCHESTER
180	213 VILLAGE OF RUSHVILLE(YAT)	85	833 VILLAGE OF NEWARK
180	214 TOWN OF TYRONE	397	835 TOWN OF OVID
180	215 TOWN OF URBANA	495	837 TOWN OF PALMYRA
180	216 TOWN OF WAYNE	525	839 VILLAGE OF PHELPS
180	217 TOWN OF WHEELER	81	841 VILLAGE OF RED CREEK
180	301 TOWN OF RICHMOND	786	912 TOWN OF BETHANY
180	302 TOWN OF CANADICE	267	914 TOWN OF CALEDONIA
180	303 TOWN OF BRISTOL	287	916 TOWN OF CASTILE
180	401 CITY OF ROCHESTER	45181	929 VILLAGE OF HONEOYE FALLS
180	402 TOWN OF BYRON	748	931 TOWN OF LEICESTER
180	403 TOWN OF CLARENDON	1035	933 VILLAGE OF LEROY
180	404 TOWN OF WEBSTER	11685	935 VILLAGE OF LIMA
180	405 VILLAGE OF WEBSTER	1803	937 TOWN OF LIVONIA
180	406 TOWN OF PERINTON	13164	939 TOWN OF MENDON
180	407 TOWN OF PITTSFORD	9685	941 TOWN OF MOUNT MORRIS
180	408 TOWN OF PENFIELD	11243	943 TOWN OF NUNDA
180	409 TOWN OF GATES	8409	945 VILLAGE OF OAKFIELD
180	410 TOWN OF GREECE	29648	947 TOWN OF ORANGEVILLE
180	411 VILLAGE OF PITTSFORD	447	949 TOWN OF PEMBROKE
180	412 VILLAGE OF EAST ROCHESTE	1841	952 TOWN OF PERRY
180	413 TOWN OF HENRIETTA	12691	955 TOWN OF PORTAGE
180	414 TOWN OF BRIGHTON	12311	957 VILLAGE OF SCOTTSVILLE
180	415 TOWN OF IRONDEQUOIT	16812	959 TOWN OF STAFFORD
180	416 TOWN OF CHILI	8212	960 TOWN OF WEST BLOOMFIELD
180	417 VILLAGE OF FAIRPORT	1622	961 TOWN OF WHEATLAND
180	418 TOWN OF RIGA	860	962 VILLAGE OF WYOMING
180	448 VILLAGE OF BROCKPORT	1890	963 TOWN OF YORK
180	449 TOWN OF SWEDEN	1938	965 VILLAGE OF AKRON
180	450 TOWN OF CLARKSON	1529	966 VILLAGE OF ALBION
180	451 VILLAGE OF HOLLEY	526	968 TOWN OF ALDEN
180	452 TOWN OF MURRAY	886	970 TOWN OF BARRE
180	453 VILLAGE OF SPENCERPORT	1133	972 TOWN OF CARLTON
180	454 TOWN OF OGDEN	4291	974 TOWN OF GAINES
180	455 VILLAGE OF HILTON	1807	975 TOWN OF HARTLAND
180	456 TOWN OF PARMA	2531	976 TOWN OF KENDALL

Summary of active counts per video cat

Site ID	Frn Franchise Name	Total Video Subs	Frn Franchise Name
180	457 TOWN OF HAMLIN	2139	977 VILLAGE OF LYNDONVILLE
180	500 TOWN OF HUME	296	978 TOWN OF MARILLA
180	501 TOWN OF CANEADEA	230	979 VILLAGE OF MEDINA
180	600 TOWN OF NAPLES	104	980 VILLAGE OF MIDDLEPORT
180	601 VILLAGE OF NAPLES	299	981 TOWN OF NEWSTEAD
180	700 VILLAGE OF DRESDEN	81	982 TOWN OF RIDGEWAY
180	701 TOWN OF BERGEN	16	983 TOWN OF ROYALTON
180	705 TOWN OF TORREY	46	985 TOWN OF SHELBY
180	801 TOWN OF ARCADIA	1138	986 TOWN OF SHELDON
180	802 TOWN OF AURELIUS	425	987 TOWN OF YATES
180	803 VILLAGE OF AURORA	162	988 TOWN OF EAGLE

Summary of active counts per video cat

Site ID	Total Video Subs
180	401
180	398
180	2867
180	234
180	575
180	3096
180	151
180	1184
180	563
180	21
180	74
180	1017
180	1786
180	1014
180	2825
180	222
180	828
180	619
180	206
180	262
180	354
180	297
180	911
180	296
180	1230
180	480
180	1566
180	1474
180	67
180	117
180	429
180	50
180	770
180	202
180	84
180	558
180	569
180	490
180	567
180	125
180	536
180	850
180	1634
180	1488
180	307
180	990
180	540
180	757
180	795

Summary of active counts per video cat

Site ID	Total Video Subs
180	242
180	1218
180	1721
180	487
180	1477
180	831
180	1101
180	429
180	413
180	291
180	107

**VILLAGE OF PERRY
RESOLUTION AUTHORIZING THE RENEWAL OF THE
CABLE TELEVISION FRANCHISE AGREEMENT WITH
TIME WARNER CABLE**

Adopted: August 20, 2012

WHEREAS, the Village Board of the Village of Perry met at a regular meeting at the Village Hall of the Village of Perry in the Village of Perry, New York on the 20th day of August 2012, commencing at 7:30 p.m., and thereafter a public hearing was held at 8:00 p.m. at which time and place the following members were:

<u>Present:</u>	Mayor	Howard C. Wood
	Trustee	J. Richard Barth
	Trustee	Daniel A. Draper
	Trustee	Bonita Matson

<u>Absent:</u>	Trustee	David J. Davis
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WHEREAS, all Board Members, having due notice of said meeting, and that pursuant to Article 7, §104 of the Public Officers Law, said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, on July 16, 2012 by the Village Board of the Village of Perry authorized a public hearing to held by the Village Board on the 20th day of August 2012 at 8:00 p.m. at the Village Hall to hear all interested parties on the renewal of the Cable Television Franchise Agreement with Time Warner Cable' and

WHEREAS, notice of said public hearing was duly advertised in the Perry Herald, the official newspaper of said Village; and

WHEREAS, said public hearing was duly held on August 20, 2012 at 8:00 p.m. at the Village Hall and all parties in attendance were permitted an opportunity to speak on behalf of or in opposition to said proposed local law, or any part thereof; and

WHEREAS, the Village Board of the Village of Perry, after due deliberation, finds it in the best interest of said Village to approve said renewal agreement and authorize the Mayor to sign said renewal agreement.

NOW ON MOTION OF Mayor Wood which has been duly seconded by Trustee Matson;

THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Perry hereby approves said renewal of the Cable Television agreement with Time Warner Cable and authorize the Mayor to sign said agreement.

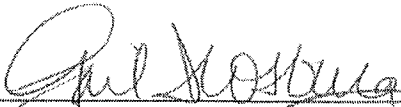
Ayes: 4

Nays: 0

Quorum Present: Yes No

Dated: August 20, 2012





Gail I. Vosburg, Clerk
Village of Perry

VILLAGE OF PERRY

A FRANCHISE GRANTING TO TIME WARNER ENTERTAINMENT-
ADVANCE/NEWHOUSE PARTNERSHIP, PERMISSION TO CONSTRUCT,
OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM
THROUGHOUT THE
VILLAGE OF PERRY

INDEX

SECTION ONE:	DEFINITIONS
SECTION TWO:	GRANT OF AUTHORITY
SECTION THREE:	COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES
SECTION FOUR:	TERRITORIAL AREA OF FRANCHISE
SECTION FIVE:	LIABILITY AND INDEMNIFICATION
SECTION SIX:	RIGHTS RESERVED BY THE VILLAGE
SECTION SEVEN:	FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES
SECTION EIGHT:	TERMINATION OF FRANCHISE
SECTION NINE:	FRANCHISE RENEWAL
SECTION TEN:	RATES
SECTION ELEVEN:	SYSTEM REQUIREMENTS
SECTION TWELVE:	PHYSICAL FACILITIES
SECTION THIRTEEN:	CONSTRUCTION STANDARDS
SECTION FOURTEEN:	OPERATION AND SYSTEM MAINTENANCE
SECTION FIFTEEN:	FRANCHISE FEE
SECTION SIXTEEN:	LINE EXTENSIONS
SECTION SEVENTEEN:	NEW SUBDIVISIONS
SECTION EIGHTEEN:	ABANDONMENT
SECTION NINETEEN:	FORCE MAJEUR
SECTION TWENTY:	EFFECTIVE DATE
APPENDIX A:	PRIMARY SERVICE AREA
APPENDIX B:	INITIAL SCHEDULE OF RATES

FRANCHISE AGREEMENT

A Franchise granting to TIME WARNER ENTERTAINMENT-ADVANCE/NEWHOUSE PARTNERSHIP, (hereinafter "Franchisee") permission to construct, operate and maintain a Cable Television system throughout the VILLAGE of PERRY (hereinafter "Village") and setting terms and conditions herein.

WHEREAS, Franchisees' technical ability, financial condition and character were considered in a full public proceeding of the Village Board of Trustees (hereinafter Board) affording due process and culminating in a public hearing on 8/14/10, and

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

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

WHEREAS, the Franchisee desires to obtain a non-exclusive franchise with the Village for the term until December 31, 2019, and

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

SECTION ONE: DEFINITIONS

1.1 For the purpose of this Franchise, the following terms, phrases, words and their derivatives shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the plural number include the singular number; and words used in the singular include the plural number. The word "shall" is always mandatory and not merely directory. Such meaning or definition of terms found in this agreement shall be interpreted consistent with the definitions of The Cable Communications Policy Act of 1984 as amended, the Federal Communications Commission, FCC Rules and Regulations, 47 CFR Subsection 76.1 et seq., Article 11 of the NYS Public Service Law as amended and 16 NYCRR 889 et seq., as amended and shall in no way be construed to broaden, alter or conflict with the Federal or State definitions.

1.2 "Cable Service" means (a) the one-way transmission to subscribers of video programming or other programming service; and (b) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

- 1.3** "Cable System," "Cable Television System," or "System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; or (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, except that such facility shall be considered a cable system (other than for purposes of Section 621 (c)) to the extent such facility is used in the transmission of video programming directly to subscribers; or (d) any facilities of any electric utility used solely for operating its electric utility systems.
- 1.4** "Channel" means a designated frequency band in the electromagnetic spectrum which is capable of carrying video, audio, digital, or other electronic signals, or some combination thereof.
- 1.5** "FCC" means the Federal Communications Commission.
- 1.6** "Franchise" or "Franchise Agreement" or "Agreement" means this Franchise Agreement as approved by the Village Board.
- 1.7** "Franchisee" means Time Warner Entertainment-Advance/Newhouse Partnership, and its lawful successors, transferees, or assigns.
- 1.8** "Franchise Fee" means the consideration paid to the Village by the Franchisee for the right and privilege of the Franchisee to use the streets, roads, alleys, bridges, public ways, and public places now laid out or dedicated pursuant to the terms of this Agreement.
- 1.9** "Franchised Area" means the area within the legal boundaries of the Village, but not the Town, including any area annexed thereto.
- 1.10** "Gross Subscriber Revenues" means all revenues received from subscribers for the provision of Cable Service in the Village. Gross Subscriber Revenues shall not include (1) excise taxes; or (2) sales taxes; or (3) bad debt; or any other taxes or fees, which are imposed on any subscriber by any governmental unit and collected by the Grantee for such governmental unit.
- 1.11** "Public Service Commission" means the State of New York Public Service Commission.
- 1.12** "Person" means any individual, trustee, partnership, association, corporation or other legal entity.
- 1.13** "Section" means any section, sub-section, line, or provision of this Franchise.

1.14 "Subscriber" means any person(s), firm, corporation, or other legal entity who, or which, elects to receive, for any purpose, a service provided by the Franchisee in connection with the Cable System.

1.15 "Village" means all the territory within the present and future boundaries of the Village of Perry.

SECTION TWO: GRANT OF AUTHORITY

2.1 There is hereby granted by the Village to the Franchisee the non-exclusive right and privilege to construct, erect, operate, and maintain in, on, upon, along, across, above, over and under streets, roads, alleys, bridges, public ways, and public places now laid out or dedicated, and all extension thereof, and additions thereto, poles, wires, cables, underground conduits, manholes, and other cable television conductors and fixtures necessary for the maintenance and operation of a Cable Television System in the Village, in order to provide Cable Service to its Subscribers within the Village. In consideration for such right and privilege, the Franchisee shall pay to the Village a Franchise Fee pursuant to Section 15 herein.

2.2 The Village agrees that it shall not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of the Franchisee without the prior written consent of the Franchisee. The Village shall indemnify the Franchisee against any damages or expenses incurred by the Franchisee as a result of any such removal, damage, penetration, replacement or interruption of the services of the Franchisee caused by the Village.

2.3 Any grant of a subsequent franchise by the Village shall be on terms and conditions which are not more favorable or less burdensome than those imposed on Franchisee hereunder and shall be granted in keeping with the rules of the PSC.

2.4 The rights and privileges of this Franchise shall continue from the approval by the Village, acceptance by the Franchisee, and formal approval by the New York State Public Service Commission until December 31, 2019.

SECTION THREE: COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

3.1 This Franchise conforms to all applicable laws, rules and regulations of the United States and the State of New York in the construction and operation of the Cable Television System.

3.2 In the event any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system in the Village to obtain a franchise from the Village for the construction, operation or maintenance of a cable system, then, at Grantee's sole option, Grantee shall have the right immediately to terminate this Franchise. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise

shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system in the Village in a way that reduces the regulatory or economic burdens for such persons, then, at Grantee's sole option, Grantee shall have the right immediately to amend this Franchise to take advantage of such regime change to similarly reduce the regulatory or economic burdens on Grantee.

It is the intent of this section that, at Grantee's election, Grantee shall be subject to no more burdensome regulation under this Franchise than any other persons that might construct, operate or maintain a cable system in the Village.

3.3 The terms and conditions of this Franchise are subject to the approval of the Public Service Commission. Any amendments hereto by and/or adoption of any local ordinance which affects the terms and conditions hereunder are subject to the mutual agreement of the parties and the approval of the Public Service Commission and such amendments and ordinances are ineffective until Public Service Commission approval is obtained. This Franchise Agreement shall not be amended except by a written instrument duly executed by each of the parties hereto.

3.4 Acceptance of the terms and conditions of this Franchise shall not be construed as a waiver by the Franchisee of any existing or future right to challenge the legality of any provision of this Franchise. Nothing herein, nor the Franchisee's acceptance hereof, shall be construed to deny Franchisee the right to administrative and/or judicial review of any action or threatened action by the Village under, or arising out of, this Franchise.

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

SECTION FOUR: TERRITORIAL AREA OF FRANCHISE

This Franchise is granted to Franchisee to serve all of the territory within the present boundaries of the Village, as shown on the map attached hereto as Appendix A. The "Primary Service Area", as such term is defined by 16 NYC RR Section 895.5 of the Regulations of the Public Service Commission, as identified on said Appendix A. Areas outside the Primary Service Area will be served in accordance with Section 16 of this Franchise.

SECTION FIVE: LIABILITY AND INDEMNIFICATION

5.1 Franchisee shall indemnify, defend and hold harmless the Village for all damages and penalties, at all times during the term of this Franchise, as a result of or due to Franchisee's construction or operation of the System.

5.2 In order for the Village to assert its rights to be indemnified and held harmless, the Village must:

- a) Promptly notify Franchisee of any claim or legal proceeding which gives rise to such right;
- b) Afford Franchisee the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and
- c) Fully cooperate in the defense of such claim and make available to Franchisee all such information under its control relating thereto.

5.3 Franchisee shall not be required to hold harmless and indemnify the Village for any claims arising out of the negligence of the Village, its officers, boards, commissions, councils, elected officials, agents or employees.

5.4 By its acceptance of the Franchise, the Franchisee specifically agrees that it will maintain, through the term of this Franchise, and any renewals thereof, liability insurance protecting the Franchisee and the Village as an additional insured with regard to all damages and/or penalties mentioned in Sub-section 5.1 in the following minimum amounts:

- (a) One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person within the limit, however, of Two Million Dollars (\$2,000,000.00) for bodily injury or death resulting from any one (1) accident or occurrence.
- (b) Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one (1) accident, and One Million Dollars (\$1,000,000.00) for property damage in the aggregate.

5.5 Franchisee shall maintain and by its acceptance of this Franchise specifically agrees that it will maintain, throughout the term of this Franchise, Worker's Compensation and Employer's Liability Insurance, in the minimum amount of:

- (a) Statutory limit for Worker's Compensation.
- (b) One Hundred Thousand Dollars (\$100,000.00) for Employer's Liability

5.6 A certificate evidencing the insurance coverage herein provided shall be filed by the

Franchisee with the Village Clerk as soon as practicable, but in no event more than thirty (30) days after the date of execution of this Franchise Agreement, and annually thereafter, together with written evidence that all such policies contain a thirty-day notice of cancellation provision requiring notice to the Village of the intention to cancel at least thirty (30) days prior to such cancellation.

SECTION SIX: RIGHTS RESERVED BY THE VILLAGE

6.1 The right is hereby reserved by the Village to adopt additional general regulations in the exercise of its police power as it shall find necessary, provided that such regulations shall be reasonable and not in conflict with this Franchise Agreement, nor which shall impose any additional material or unreasonable economic or technical burden on Franchisee. A copy of any applicable additional regulation(s) shall be provided to Franchisee prior to adoption. Should such additional regulation(s) amend this Franchise Agreement, such additional regulation(s) shall not be effective unless approved by the Franchisee and the Public Service Commission.

6.2 The Village, upon reasonable notice and during normal business hours, shall have the right to inspect all books, records, maps, plans, financial statements and other like materials of the Franchisee which are pertinent to Franchisee's compliance with the terms and conditions of this Franchise.

6.3.1 The Village and the Franchisee agree that Franchisee's obligations hereunder are subject to any applicable law, including laws regarding the privacy of information regarding subscribers.

6.3.2 The Village will maintain the confidentiality of any information obtained from Franchisee to the extent permitted by law, provided the Franchisee has advised the Village of the confidential nature of the information. In the event that the Village receives a request for the disclosure of such information with which it, in good faith, believes it must under law comply, then the Village will give Franchisee notice of such request as soon as possible prior to disclosure in order to allow the Franchisee to take such steps as it may deem appropriate to seek judicial or other remedies to protect the confidentiality of such information.

6.4 The Village, or its officially designated representatives or agents, upon reasonable written notice, shall have the right to observe and review all construction or installation work performed subject to the provisions of this Franchise, and to make such inspections as it may find necessary to insure compliance with the terms of the Franchise; provided however the Franchisee shall be given reasonable notice and afforded an opportunity to have a representative present during any inspection.

6.5 None of the Village officers, employees, executives, elected officials, agents nor any other person shall have any right to inspect or review "personally identifiable information" of, or concerning, any Subscriber, as that term is now or hereafter defined pursuant to Section 631 of the Communications Act. In the event of the improper collection or disclosure of personally

identifiable information under either the Communications Act or other applicable laws by the Village or any of its employees or agents, and notwithstanding any other provision to the contrary in the Franchise, the Village shall be fully liable for any and all damages, costs, and expenses arising out of such improper collection or disclosure and shall reimburse, indemnify and hold harmless the Franchisee therefrom.

6.6 Continuing administration of the provisions of this Franchise shall be the responsibility of the Village through its mayor or duly appointed designee.

6.7 If any section, sub-section, sentence, clause, or phrase of this Franchise is held to be unconstitutional or invalid by a court or a regulatory agency of competent jurisdiction, then the remaining portions of the Franchise shall remain in full force and effect.

SECTION SEVEN: FILING AND COMMUNICATIONS WITH REGULATORY AGENCIES

Franchisee shall file requests for all necessary operating authorizations with the Public Service Commission and the Federal Communications Commission, as required, within sixty (60) days from the date this Franchise is approved by the Village Board.

SECTION EIGHT: TERMINATION OF FRANCHISE

Subject to applicable law, this Franchise shall terminate only at the expiration of the term including any renewal term and/or extension thereof as set forth in Section 2.4 herein or prior thereto if the Public Service Commission orders its termination pursuant to Section 227 of the Public Service Law.

SECTION NINE: FRANCHISE RENEWAL

9.1 Upon the expiration of the term hereof, this Franchise shall be renewed pursuant to the procedures established by the applicable Federal and State Law and applicable Regulations.

SECTION TEN: RATES

10.1 The Franchisee may establish the rates and charges for Cable Television Service, installations, and equipment as it deems appropriate in the area served. These rates and charges shall be subject to the approval of the Village and the Public Service Commission to the extent consistent with applicable State and Federal Law.

10.2 Changes in subscriber service rates or charges shall be announced by the Franchisee by any reasonable written means at least thirty (30) days prior to the effective date of the change in keeping with the requirements of the Cable Communications Policy Act of 1996.

10.3 The Franchisee may require subscribers to pay for each month of service in advance at the beginning of the subscriber's assigned cycle billing period.

10.4 In the event a subscriber terminates service in advance of any period for which a prepayment has been made, the Franchisee shall refund all of the unused prepayment.

10.5 Nothing contained in this Franchise shall be deemed to restrict or prohibit the Franchisee from pursuing such legal remedies to collect past due debts owed to it by subscribers, including the reasonable costs and expenses incurred in pursuing such remedies, such as collection fees, attorneys' fees, and trip charges.

10.6 The Franchisee shall not, as to rates, charges, services, service facilities, rules, regulations, or in any respect, make or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage on the basis of race, creed, national origin, religion, color, gender, age or disability. Nothing in this Section shall be construed to prohibit the reduction or waiving of charges for the purpose of attracting or retaining subscribers.

SECTION ELEVEN: SYSTEM REQUIREMENTS

11.1 The Franchisee shall construct the Cable Television System using materials of good and durable quality and all work involved in construction, installation, maintenance, and repair of the Cable Television System shall be performed in a safe, thorough, and reliable manner.

11.2 The Franchisee shall provide, without charge, one standard aerial installation of the initial service drop, one outlet, and Standard service to municipal buildings and State accredited public elementary and secondary schools located within the Primary Service Area and which are within one hundred and fifty feet (150') of the Franchisee's feeder lines. Any costs associated with the reconstruction, relocation or removal of a service drop or any other service lines provided to any such school shall be borne by the Village.

11.2.1 No more than one (1) drop shall be provided without charge to any one (1) location. Additional cable distribution at these locations shall be at cost plus 15% and the responsibility of the requesting Person. There shall be no commercial use of the drops.

11.2.2 There shall be no charge incurred by any school or municipal building should such school or municipal building be relocated within the Franchisee's service area and such site is within one hundred fifty feet (150') of the Franchisee's existing Cable Television System. Should a municipal building or school that previously received cable service at no charge move to a new location that is not within one hundred fifty feet (150') of the Franchisee's existing Cable Television System, then and only then shall the Village or school be responsible for the cost of installing service at the new location.

11.3 Franchisee shall designate channel capacity for public, educational and governmental

access in accordance with the standards for Public, Educational and Governmental (PEG) Access as set forth in 16 NYC RR Section 895.4 of the Regulations of the Public Service Commission. Such access channels shall be shared by other municipalities served by the system. All such PEG programming that is caused to be transmitted on any PEG channel by the municipality shall be produced locally and at no time shall the municipality cause any commercial radio station or any other commercial programming, or any programming that is not produced locally to be transmitted on any PEG channel.

SECTION TWELVE: PHYSICAL FACILITIES

The Cable Television System shall meet the FCC and the Public Service Commission minimum standards. Additionally, the System shall be designed to provide a capacity of 750 Mhz.

SECTION THIRTEEN: CONSTRUCTION STANDARDS

13.1 The Franchisee shall provide written notification to the Village of all major construction, reconstruction or relocation of any part of the Cable Television System within the Village, including placement of any poles.

13.2 Any poles erected by the Franchisee are to be slightly in appearance and so placed as to not obstruct travel upon the public streets of the Village. The Village shall not be held liable for any disturbances of Franchisee's installations resulting from the altering, repairing, or installation of streets, roads, alleys, sewers, water lines, fire alarm systems, burglar alarm systems, sidewalks, driveways, bridges, or any other municipal installations, unless caused by the negligence of the Village, its officers, agents or employees.

13.2.1 The Franchisee shall, at its own expense, move or relocate any of its installations, at the request of the Village, whenever or wherever the installation is found to materially interfere with the Village's streets, roads, street grade, sewer or water installations, or other public conveniences, or any proposed changes thereof or extensions thereto, unless the Village's request is initiated as part of a project funded in whole or in part by grants from county, state or federal governments or agencies, in which case Franchisee shall be entitled to such reimbursement as afforded other users of the rights-of-way.

13.2.2 All of the Franchisee's facilities shall be installed in compliance with the requirements of the National Electrical Safety Code (NESC), the National Electric Code (NEC), OSHA, and all other construction codes imposed under Federal and State Law that was in effect at the time of such installation. In addition any maintenance thereto shall also be in compliance with such codes and/or regulations.

13.2.3 It is the intention of the parties that this Section 13.2 covers fully the Franchisee's obligations related to compliance with safety standards.

13.3 The Franchisee will repair all damage to Village property caused by the installation and operation of the Cable Television System and replace and/or restore said property to as good condition as existed prior to such damage occurring. Repairs and/or restoration shall be completed within a reasonable time.

13.4 The Franchisee shall, upon written request of any private party holding a valid permit from the appropriate Village authority, temporarily raise or lower the System to permit moving of any building or other large structure, providing that the party making the request pays the expense of such raising or lowering of the System and renders such payment at least 24 hours in advance of the requested action.

13.5 In the event that the Franchisee determines the necessity of making emergency repairs to insure uninterrupted service to all or part of the System, it shall not be required to obtain any permit or prior approval from the Village, for such repairs.

13.6 The Franchisee shall have the authority to trim trees overhanging upon the streets, alleys, sidewalks and public places of the Village so as to prevent the branches of such trees from coming in contact with the Cable System.

SECTION FOURTEEN: OPERATION AND SYSTEM MAINTENANCE

14.1 The Franchisee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest reasonably possible time. Such interruptions, insofar as possible, shall be preceded by notice to affected subscribers, and shall occur, insofar as possible, during periods of minimum system use.

14.2 The Franchisee shall give credit for service outages in accordance with the Regulations of the New York Public Service Commission.

14.3 The Franchisee shall comply with all Federal and State Laws and Regulations that regulate the Franchisee's consumer protection, customer service standards or the technological standards to be met by the Cable Television System.

14.4 Investigative action shall be initiated on the same day a service call is received at the Franchisee's office, if possible, but in no case later than the following business day. At a minimum, the Franchisee shall provide customer service weekdays between the hours of 9:00 a.m. and 5:00 p.m. and standby emergency service on Saturdays, Sundays and legal holidays.

14.5 The Franchisee shall annually inform all subscribers, of its procedures for the reporting and resolving of subscriber complaints in keeping with State regulations.

14.6 The Franchisee shall keep local telephones available twenty-four (24) hours a day, seven (7) days a week, for repair calls and complaints. During some of this time, the telephone may be

manned by an automatic answering device.

SECTION FIFTEEN: FRANCHISE FEE

15.1 As a franchise fee, the Franchisee shall pay, semi-annually on or before March 31 for the last (6) months of the preceding calendar year and on or before September 30 for the first six (6) months of the current calendar year five percent (5%) of the Gross Subscriber Revenues received by the Franchisee in each such period. Any and all such fees may be passed through to subscribers by the Franchisee as permitted by law and shall be reduced by any fees paid to the New York State Public Service Commission

15.2 Each payment shall be accompanied by a schedule of revenues and shall be signed by an officer of the Franchisee.

15.3 The Franchisee shall have the right to apply franchise fees paid as a credit against special franchise assessments pursuant to Sec 626 of the New York State Real Property Tax Law.

SECTION SIXTEEN: LINE EXTENSIONS

16.1 With respect to those parts of the Village which are not presently served as part of the Primary Service Area, service shall be extended in accordance with the rules of the Public Service Commission on line extension policy as set forth herein.

16.2 Primary Service Area shall include each of the following within the Franchised Area:

- (a) Those areas where cable television plant has been built without a contribution in aid of construction by subscribers;
- (b) Those areas, if any, where the Franchisee is obligated by the terms of its Franchise to provide cable television service without a contribution in aid of construction by subscribers;
- (c) Any area adjoining an area described in Sub-section (a) or (b) of this Section 16.2 and which contains dwelling units at a minimum of 35 dwelling units per linear mile of aerial cable;
- (d) Any area adjoining an area described in Sub-sections (a) and (b) of this Section 16.2 and which contains at least the same number of dwelling units per linear mile of aerial cable as is the average number of dwelling units per linear mile of cable in areas described in Sub-sections (a) and (b) of this Section 16.2. The average is to be determined by dividing the number of dwelling units in areas described in Sub-sections

(a) and (b) of this Section 16.2 by the number of linear miles of cable in the same areas.

16.3 Line extension area shall be any area within the Franchised Area which is not the Primary Service Area.

16.4 Within five (5) years after the receipt of all necessary operating authorizations, Cable Service will be offered throughout the Franchise area to all subscribers requesting service in any Primary Service Area.

(a) Service will not be denied to potential subscribers located in line extension areas who are willing to contribute to the cost of construction in accordance with the following formula:

$$\frac{C}{LE} - \frac{CA}{P} = SC$$

C equals the cost of construction of new plant; CA equals the average cost of construction per mile in the Primary Service Area; P equals the minimum number of dwelling units per mile which would require the Franchisee to provide service in the Primary Service Area; LE equals the number of dwelling units requesting service in the line extension area; SC equals subscriber contribution in aid of construction in the line extension area.

(i) Whenever a potential subscriber located in a line extension area requests a service, the Franchisee will, within thirty (30) days of the request, conduct a survey to determine the number of potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be charged. The Franchisee may require pre-payment of the contribution in aid of construction. The Franchisee will provide line extensions within ninety (90) days after all necessary agreements, easements, and pole licenses have been issued, subject to special circumstances justifying a waiver by the Public Service Commission.

(ii) The contribution in aid of construction shall be in addition to the installation rate set forth in this Franchise Agreement.

(iii) During the five-year period commencing at the completion of a particular line extension, a pro-rata refund shall be paid to previous subscribers as new subscribers are added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The Franchisee shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund, who is no longer at either the address where service was provided, or the billing address, and who has not informed the Franchisee of the subscriber's address.

(b) Service will be provided to any Person who demands service and who is located within 150 feet of aerial feeder cable, and the charge for the installation for any subscriber so situated will not be in excess of the installation charge specified in the Franchise.

SECTION SEVENTEEN: NEW SUBDIVISIONS

In all new subdivisions constructed within the Village, the Franchisee shall, whenever possible, construct the System in common trenches with utilities, including any construction necessary to serve said subscribers. At such time as a section of the subdivision meets the minimum density required as described in Section 16 above, the system shall be energized so as to provide service to those who request it. If common trenching is not feasible at the time of development of the subdivision, the Franchisee shall construct and energize the Cable System in keeping with the above line extension policy.

SECTION EIGHTEEN: ABANDONMENT

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

SECTION NINETEEN: FORCE MAJEURE

Notwithstanding any other provisions of this Franchise, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Franchise due to strike, unavailability of materials, or equipment, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, customer tampering or interference, act of public enemy, accident, fire, flood, or other events, to the extent that such causes or other event are beyond the control of the Company.

SECTION TWENTY: EFFECTIVE DATE

This Franchise shall be binding on the parties immediately following approval by the Village Board, execution by the appropriate authorities of the Village and the Franchisee, and approval by the New York State Public Service Commission.

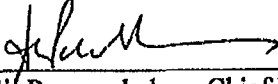
Signed this 30 day of August, 2012

VILLAGE OF PERRY

By: Howard A. Hoad

Howard C. Wood, Mayor

TIME WARNER ENTERTAINMENT
ADVANCE/NEWHOUSE PARTNERSHIP

By:  11/12/12
Indrajit Ponnambalam, Chief Financial Officer, East Region

Affidavit of Publication

State of New York }
County of Wyoming} ss.:

The undersigned is the publisher of Perry Herald, a weekly newspaper published in Perry, New York. A notice regarding

Time-Warner Franchise Renewal

was published in said newspaper on Nov. 15-22 & Nov. 29, 2012. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Wyoming County for this purpose.

Lorraine Sturm

Lorraine Sturm, Publisher of Perry Herald

Subscribed and sworn to before me,
this 30th day of November 2012

Sharon Holtz
(notary signature)

SHARON A. HOLTZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WYOMING COUNTY
MY COMMISSION EXPIRES MARCH 30, 2014

(notary stamp)

**NOTICE OF PUBLIC MEETING
ENVIRONMENTAL ASSESSMENT
MASTER PLAN UPDATE PROJECTS (FIRST FIVE YEARS)
PERRY-WARSAW AIRPORT**

**LEGAL NOTICE FOR APPLICATION OF FRANCHISE
RENEWAL**

A public information workshop regarding the preparation of an Environmental Assessment (EA) for various improvements to Perry-Warsaw Airport will be held from 6:00 PM to 7:00 PM on Monday, November 26, 2012 at the Wyoming County Business Center, located at 6470 U.S. Route 20A in the Town of Perry. The purpose of the workshop is to describe the EA contents and process and solicit public input on key issues to be considered in the EA.

PLEASE TAKE NOTICE that Time Warner Entertainment –Advance/Newhouse Partnership, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the Village of Perry, Wyoming County, New York.

The application and all comments filed relative thereto are available for public inspection at the Village of Perry office during normal business hours. Interested persons may file comments on the application with the Village of Perry Clerk, 46 North Main Street, Perry, NY 14530, and with the New York State Public Service Commission within 10 days of publication.

The EA will be prepared in accordance with the requirements of the National Environmental Policy Act (NEPA) and Federal Aviation Administration policies and will evaluate the potential social, economic and environmental impacts resulting from the proposed airport improvements. Projects evaluated include various improvements to Runway 10-28, a 240 foot shift of Runway 4-22, as well as construction of an Automated Weather Observation System.

Written comments on consideration for subject matter to be included in the EA should be sent to the following address:

Jeffrey Wood
McFarland-Johnson, Inc.
49 Court Street, Metrocenter
PO Box 1980
Binghamton, NY 13902-1980

NOTICE OF BID

TAKE NOTICE: The Castile Town Board is requesting bids for the maintenance of Grace, Middle Reservation, and Jackson Cemeteries. This will include the digging of graves, footers, spring and fall clean-up and all aspects of the cemetery as well as the mowing. Specifications may be obtained from the Highway Superintendent's office at 114 North Main Street, Castile, New York 14427 by appointment (call 493-5257). Bids must be received by 4:30PM on December 13, 2012 at the Town Clerk's Office, 50 North Main Street, Castile, New York 14427. The Town Board reserves the right to reject any or all bids.

By Order of the Town Board
Vickie Draper, Town Clerk
Town of Castile

***Attention:**

**The Town of Castile Office
will be closed on November
22nd and 23rd.***

Election Notice

The annual election of the Perry Center Fire Commissioners will be held at Perry Center Community building Tuesday, December 11, 2012 for the purpose of electing a Commissioner for a term of five years.

Polls will be open 7:30 PM – 8:30 PM.

A petition for a candidate must be signed by twenty-five (25) qualified voters and placed in the hands of the Secretary ten (10) days before the election.

Stephen Kelly
Secretary

**SPECIAL MEETING
PERRY CENTRAL SCHOOL DISTRICT**

There is a public hearing of the qualified voters of the Perry Central School District, Wyoming County, Perry, New York, at 7 PM, Tuesday, Nov. 27 in the High School Auditorium for the presentation of the proposed \$3,278,000 capital project.

Voting is Tues., Dec. 4, 2012, between the hours of 12:00 Noon and 9:00 P.M.

Herald Rates

- Text-only box ad, 3 3/8 by 2 1/2 inches, \$25
- Business card ad, \$25 (3 3/8 by 2 inches)
- 1/8-page ad, \$30 (3 1/2 by 2 inches)
- 1/6-page, ad \$35 (3 by 3 inches)
- 1/4-page ad, \$50 (3 3/8 by 5 1/2 inches)
- Half-page ad, \$96 (3 3/8 by 11 inches)
- Full page ad, \$188 (7 x 11 inches)
- Other:
- Obituaries \$28 ~ Engagements \$15
- Weddings \$20

PERRY Herald
Your community newspaper since 1867

Mailed weekly to subscribers in
138 cities and 25 states

Also available at 15 newsstands in and around
Perry, Castile, Warsaw and Silver Springs

Subscribe! Advertise!
Call 585-237-6310/email: perryherald@frontiernet.net.

Official Flag-Flying Days

- Nov. 22 - Thanksgiving Day
- Dec. 7 - Pearl Harbor Day
- Dec. 25 - Christmas Day



Affidavit of Publication

State of New York }
County of Wyoming} ss.:

The undersigned is the publisher of Perry Herald, a weekly newspaper published in Perry, New York. A notice regarding

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was published in said newspaper on Nov. 15-22 & Nov. 29, 2012. The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Wyoming County for this purpose.

Lorraine Sturm

Lorraine Sturm, Publisher of Perry Herald

Subscribed and sworn to before me,
this 30th day of November 2012

Sharon Holtz

(notary signature)

SHARON A. HOLTZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WYOMING COUNTY
MY COMMISSION EXPIRES MARCH 30, 2014

(notary stamp)

Public Notices

CITATION SURROGATE'S COURT, MONROE COUNTY THE PEOPLE OF THE STATE OF NEW YORK,

By the Grace of God Free and Independent
TO: Unknown (whose names and whereabouts are unknown), hereby intending to designate the distributees of the late George C. Stratford, if living, but if dead, their distributees, legal representatives, assigns and all persons who by purchase, inheritance or otherwise have or claim to have an interest in the estate of George C. Stratford, deceased.

A petition having been duly filed by Frank B. Iacovangelo who is/are domiciled at 10 Autumn Wood, Rochester, New York 14624

YOU ARE HEREBY CITED TO SHOW CAUSE before the Surrogate's Court, Monroe County, at Rm. 533 Hall of Justice, 99 Exchange Blvd., Rochester, New York, on January 17, 2013, at 9:30 o'clock in the Fore noon of that day, why a decree should not be made in the estate of George C. Stratford lately domiciled at 257 State Street, Batavia, New York 14020 in the County of Genesee, New York, granting Letters of Administration upon the estate of the decedent to Frank B. Iacovangelo, or to such other person as may be entitled thereto.

Further relief sought (if any):
Dated, Attested and Sealed
November 20, 2012

Hon. Edmund A. Calvaruso
Surrogate
Mark L. Annunziata
Chief Clerk
Frank B. Iacovangelo, Esq.
(585) 454-7145

Gallo & Iacovangelo, LLP
39 State Street, Suite 700, Rochester, New York 14614

NOTE: This citation is served upon you as required by law. You are not required to appear. If you fail to appear, it will be assumed you do not object to the relief requested. You have a right to have an attorney-at-law appear for you.

PROOFS OF SERVICE MUST BE RETURNED BY 3 COURT DAYS PRIOR TO THE RETURN DATE.

NOTICE OF PUBLIC HEARING ON FIRE PROTECTION CONTRACTS

NOTICE IS HEREBY GIVEN that a public hearing will be held by the Town of Perry, at the Perry Town Hall, 22 South Main Street, Perry, New York on December 12, 2012 at 7:30pm for the purpose of reviewing contracts with the Village of Perry and Perry Center Fire Department, for the fire protection of the district established in said Town of Perry, and known as Perry Fire Protection District.

By Order of the Town Board
Sarah Ballinger, Town Clerk

Election Notice

The annual election of the Perry Center Fire Commissioners will be held at Perry Center Community building Tuesday, December 11, 2012 for the purpose of electing a Commissioner for a term of five years.

Polls will be open 7:30 PM – 8:30 PM.

A petition for a candidate must be signed by twenty-five (25) qualified voters and placed in the hands of the Secretary ten (10) days before the election.

Stephen Kelly

LEGAL NOTICE FOR APPLICATION OF FRANCHISE RENEWAL

PLEASE TAKE NOTICE that Time Warner Entertainment –Advance/Newhouse Partnership, d/b/a Time Warner Cable has filed an application for renewal of its Cable Television Franchise in the Village of Perry, Wyoming County, New York.

The application and all comments filed relative thereto are available for public inspection at the Village of Perry office during normal business hours. Interested persons may file comments on the application with the Village of Perry Clerk, 46 North Main Street, Perry, NY 14530, and with the New York State Public Service Commission within 10 days of publication.

VILLAGE OF PERRY PUBLIC HEARING NOTICE PROPOSED WATER & SEWER RATE SCHEDULE

TAKE NOTICE, that a Public Hearing will be held by the Village Board of the Village of Perry, New York on the 17th day of December, 2012 at 8:00 p.m. in the Village Hall 46 North Main Street Perry, New York, specifically dealing with the proposed water and sewer rates according to the following schedule:

WATER	Effective		
	3/1/2013	6/1/2014	
	<u>Current</u>	<u>Proposed</u>	<u>Proposed</u>
Village User Base Rate	\$27.50 /Qtr	\$30.00 /Qtr.	\$30.00 /Qtr
Outside Users Base Rate (District):	\$32.50/Qtr	\$35.00 /Qtr	\$38.00 /Qtr
Outside Users Base Rate (Non District):	\$37.50 /Qtr	\$40.00 /Qtr	\$43.00 /Qtr
Village User Rate per 1,000 gallons:	\$ 3.60	\$ 3.75	\$ 3.85
Outside User Rate per 1,000 gallons (District):	\$ 4.55	\$ 4.75	\$ 5.00
Outside User Rate per 1,000 gallons (Non Dist):	\$ 4.75	\$ 5.00	\$ 5.25
AG RATE (plus base rate):			
0 – 150,000 gallons	\$ 4.55/m	\$ 4.75/m	\$5.00/m
151,000 – 500,000 gal.	\$ 4.15/m	\$ 4.35/m	\$4.60/m
501,000 gallons +	\$ 3.85/m	\$ 4.05/m	\$4.30/m

SEWER	Effective		
	3/1/2013	6/1/2014	
	<u>Current</u>	<u>Proposed</u>	<u>Proposed</u>
Village User Base Rate:	\$27.50 /Qtr	\$30.00 /Qtr	\$30.00 /Qtr
Outside Users Base Rate (Non-District):	\$42.50 /Qtr	\$45.00/Qtr.	\$45.00 /Qtr
Village User Rate per 1,000 gallons	\$ 4.35	\$ 4.50	\$ 4.60
Outside User Rate per 1,000 gallons (Non Dist)	\$ 5.10	\$ 5.35	\$ 5.60

All persons interested in the subject matter of this hearing will be heard at the time and place of said hearing.

By order of the Village Board,

Gail Vosburg
Village Clerk
Village of Perry
Dated: November 19, 2012

SPECIAL MEETING PERRY CENTRAL SCHOOL DISTRICT

Voting on the proposed \$3,278,000 capital project is
Tues., Dec. 4, 2012 between the

Affidavit of Publication

State of New York }
County of Wyoming } ss.:

The undersigned is the publisher of Perry Herald, a weekly newspaper published in Perry, New York. A notice regarding

Village of Perry meeting change, signage law hearing, cable television hearing

was published in said newspaper on July 26, 2012 . The text of the notice as published in said newspaper is as set forth below, or in the annexed exhibit. This newspaper has been designated by the Clerk of Wyoming County for this purpose.

Lorraine Sturm

Lorraine Sturm, Publisher of Perry Herald

Subscribed and sworn to before me,
this 26th day of July 2012

Sharon Holtz

(notary signature)

SHARON A. HOLTZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WYOMING COUNTY
MY COMMISSION EXPIRES MARCH 30, 2014

(notary stamp)

Public Notices

NOTICE OF ORGANIZATION

Notice of formation of Limited Liability Company. Name: Lila Pilates LLC (the Company). Articles of Organization filed with Secretary of State of NY (SSNY) on 05/07/2012. NY office location: Wyoming County. Street Address: 59 Leicester Street, Perry, NY. SSNY is designated as agent upon whom process against the Company may be served. SSNY shall mail a copy of any such process to: c/o Keirsten Shaffer, 59 Leicester Street, Perry, NY 14530. Purpose/character of the Company: any and all lawful activities.

NOTICE OF ORGANIZATION

NOTICE OF FORMATION of ROCK GLEN RIDGE FARMS, LLC. Art. of Org. filed with D.O.S. on 6/19/2012. Office location: Wyoming Co. Sec'y of State designated as agent of LLC upon whom process against it may be served and shall mail process to: 4400 Miller Rd., Silver Springs, NY 14550. Purpose: any lawful activity.

VILLAGE OF PERRY NOTICE OF BOARD MEETING DATE CHANGE

TAKE NOTICE that the Regular Board Meetings of the Village of Perry Board of Trustees scheduled for Monday, September 3, 2012 at 7:30 pm has been changed to Tuesday, September 4, 2012 due to the Labor Day Holiday.

By the Order of the Perry Village Board.

Gail I. Vosburg
Village Clerk

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN, that a public hearing regarding a proposed local law will be held on the 6th day of August 2012 at 8:00 p.m. in the Village Hall, in the Village of Perry, New York in conjunction with a regular board meeting.

The Village Board is considering a proposed local law which adds specific language and regulations to the Village Code concerning perpendicular signage due to several requests of local area business owners to hang perpendicular signs from their establishments to assist pedestrian traffic to better identify particular business locations.

THIS PUBLIC HEARING IS BEING HELD TO HEAR ALL INTERESTED PARTIES AND CITIZENS FOR OR AGAINST THE ADOPTION OF SAID LOCAL LAW.

A copy of the proposed local law is also available for review at the Village Clerk's Office during regular office hours.

By order of the Village Board,

Gail I. Vosburg
Village Clerk



**Wanted: A part-time
choir director for the
Perry First United
Methodist Church. Salary
varies with experience and
skills. Please call 585-237-
5369 for details.**

NOTICE OF PUBLIC HEARING

Pursuant to Article III, Section 2 of Zoning Law, notice is hereby given that the Board of Appeals of the Town of Castile will hold a public hearing on August 14, 2012 at 7:30 PM in the Town Hall, 51 North Main Street in the Village of Castile, County of Wyoming and State of New York to consider the following:

Application by Chris Cobb to build a deck at his property located at 6964 Embury Avenue, Castile, New York 14427. Tax ID # 100.17-3-41.21. Deck does not meet rear setback of 10 feet.

Persons wishing to offer arguments for or against the proposal may appear at the hearing or write to the Board of Appeals at P.O. Box 179, Castile, New York 14427, before the scheduled time.

Dated: July 10, 2012
By the order of the Board of Appeals
Richard Bausch, Chairman



VILLAGE OF PERRY LEGAL NOTICE OF PUBLIC HEARING

Please take notice that the Village Board of Perry will hold a public hearing on Monday, August 20, 2012, at 8:00 p.m. at the Village of Perry Village Hall, 46 North Main Street, Perry NY, regarding the renewal of the cable television franchise agreement by and between the Village of Perry and Time Warner Cable.

A copy of the agreement is available for public inspection during normal business hours at the Village of Perry Clerk's Office, 46 North Main Street, Perry, NY during normal business hours. At such public hearing all persons will be given an opportunity to be heard. Written and oral statements will be taken at that time.

July 23, 2012
By order of the Village Board of Trustees

Gail I. Vosburg
Village of Perry
Village Clerk