

ADAMS CABLE SERVICE

19 North Main Street, Carbondale, PA 18407

RECEIVED
PUBLIC SERVICE
COMMISSION
EXEC-FILES-ALBANY

2013 NOV -4 AM 10: 52

570 - 282 - 6121
1 - 888 - 222 - 0077
Fax: 570 - 282 - 3787
www.adamsable.com

October 31, 2013

Mr. Jeffery Cohen
New York State
Department of Public Service
3 Empire State Plaza
Albany, NY 12223-1350

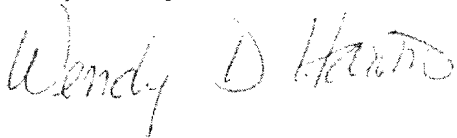
Dear Mr. Cohen,

Please find the attached documents regarding the cable television franchise renewal agreement between the Village of Deposit and Adams CATV, Inc.

Included along with the copy of franchise renewal agreement are copies of the legal notices, proof of publication for the legal notices and the resolution certification.

If you have any questions, please contact me. I may be reached at 570-282-6121 Ext. 215 or via e-mail wendy@echoes.net. My office hours are Monday through Friday from 8:00AM to 4:30PM.

Respectfully,



Wendy Hartman
General Manager
Adams Cable Service

**CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT**

VILLAGE OF DEPOSIT

This Agreement made this 7 day of ~~September~~ ^{October}, 2013, between the VILLAGE OF DEPOSIT (hereinafter referred to as “the Village”), a New York municipal corporation organized and existing under the laws of the State of New York, with its offices and principal place of business at the Deposit Village Hall, 146 Front Street, Deposit, NY 13754 and ADAMS CATV, INC. (hereinafter referred to as “Franchisee”), a Pennsylvania business corporation having its principal office at 19 North Main Street, Carbondale, PA 18407,

WHEREAS, Franchisee currently provides cable television service within the Village under authority of a franchise which expired prior hereto; and

WHEREAS, Franchisee has applied to the Village for a renewal of the franchise; and

WHEREAS, the Village and Franchisee desire to renew the aforesaid franchise and amendments thereto, and to restate the terms and conditions of Franchisee’s franchise to provide cable television service within the Village; and

WHEREAS, the Village duly advertised and conducted a public hearing on the renewal of the franchise on August 27, 2013, and all parties attending the public hearing were given an opportunity to speak; and

WHEREAS, the technical ability financial condition and character of Franchisee were considered and approved by the Village Board of Trustees (hereinafter referred to as “the Village Board”) at such hearing; and

WHEREAS, the application of Franchisee for the rebuild, upgrade and operation of the Cable System (as defined hereinafter) was found by the Village Board to be adequate and feasible subject to the terms and conditions set forth herein; and

WHEREAS, the parties hereto agree that this proposed franchise agreement complies with the franchise standards required by the New York State Public Service Commission (“the Commission”), the Federal Communications Commission (hereinafter referred to as “the FCC”), and the Federal Cable Communications Policy Act (hereinafter referred to as “the Federal Act”); and

WHEREAS, by resolution of the Village Board dated the 10th day of September, 2013, the Village Board authorized the Mayor of the Village to sign this franchise agreement,

NOW, THEREFORE, the Village Board and Franchisee, in consideration of the premises and mutual covenants contained herein, do hereby mutually agree as follows:

Section 1. Definitions

For the purpose of this Agreement, the following terms, phrases, words, abbreviations and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number; and vice versa. The word “shall” is always mandatory and not merely directory.

- A. “Cable System” shall mean 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.
- B. “Franchise” shall mean the non-exclusive right and privilege to erect, place in the Village and to construct, maintain and operate in, over and under the present and future Village streets, Village roads, Village highways, Village sidewalks, Village alleys, Village public land and Village public places in or of the Village, the Cable system, including towers, poles, lines, cables, necessary wiring and the other apparatus for the purpose of transmitting, receiving, amplifying and distributing telephone, telegraph, television signals, radio signals, internet access services within the Village and to the inhabitants thereof.
- C. “Franchise area” shall mean the Village of Deposit in the Counties of Broome and Delaware, State of New York.
- D. “Gross Revenues” shall mean all revenues, cash, credit, property of any kind or nature, or other consideration received directly by Franchisee and derived from the operation of the Cable System or from the exercise of the franchise by Franchisee. Gross Revenues shall include all items described in Section 23 hereof.

Section 2. Grant

The Village hereby grants to Franchisee the non-exclusive right and privilege to erect, place in the Village and to construct, maintain and operate in, over and under the present and future Village

streets, Village roads, Village highways, Village sidewalks, Village alleys, Village public land and Village public places in or of the Village, the Cable System, including towers, poles, lines, cables, necessary wiring and the other apparatus for the purpose of transmitting, receiving, amplifying and distributing telephone, telegraph, television signals, radio signals, internet access services, other video and aural programming services, and other communications services within the Village and to the inhabitants thereof. While this franchise remains in effect, the Village reserves the right to award subsequent franchises to other parties.

Section 3. Term

The term of this agreement shall be for a period of seven (7) years, commencing on October 1, 2013, or upon issuance by the Commission of a certificate of confirmation of this franchise agreement, whichever is later. Application for Commission certificate must be filed by the Franchisee within sixty (60) days of renewal.

Section 4. Line Extension Policy

Franchisee shall comply with the line extension rules set forth in Commission Rule Section 595.5.

Section 5. Franchise Area

The franchise rights and obligations set forth in this Agreement shall be applicable to the Franchise Area.

Section 6. Rates

Attachment A attached hereto sets forth Franchisee's current rates and charges for cable television service. Franchise shall promptly file a new Attachment A with the Village upon any change in such rates and charges. The Village shall be entitled to regulate rates for the provision of "basic cable service" as permitted by, and as that term is defined in, the Federal Act and applicable FCC regulations. In accordance with the provisions of 9 NYCRR Part 595.1(e), the rates and charges imposed by the Franchisee for cable service shall be subject to the approval of the Village and the Commission to the extent consistent with applicable state and federal law.

Subscription to the service herein authorized shall be wholly voluntary and optional to the residents of the Village.

Franchisee shall not make or grant preference or advantage to any person, nor subject any person to prejudice or disadvantage with the same classifications of service as to rates, charges, services, facilities, rules, regulations or in any other respect; provided, however, this shall not be deemed to prohibit the establishment of a graduated scale of charges and rate classifications for residential and commercial services to which any customer coming within such classification shall be entitled.

Section 7. Customer Service

(a) Franchisee shall maintain an office and toll free number for the purpose of receiving and responding to cable television subscriber complaints. In addition, a maintenance service staff will be available at that office. Franchisee shall use its best efforts to maintain a payment center reasonably accessible to the residents of the Village. Franchisee currently maintains an office in Carbondale, Pennsylvania. Upon notice, Franchisee shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. The Franchisee's office shall be open at least 8:30 AM to 4:30 PM, Monday through Friday, and Franchisee shall have a listed local or otherwise toll free telephone number so operated that complaints and requests for repairs or adjustments may be received twenty-four (24) hours a day. All customer complaints must be handled promptly by Franchisee. Franchisee shall provide written notice to each subscriber upon installation and at intervals of no more than one year of the procedure for reporting and resolving subscriber complaints.

(b) All subscriber complaints or trouble calls shall receive investigative action by Franchisee on the same day such complaint or call is received at the local office, if possible, but in no case later than the following business day. Franchisee shall give credit for any service outage in excess of four (4) continuous hours. Subscriber complaints and trouble calls shall be processed in compliance with the standards set forth, and in compliance with, the Rules and Regulations of the Commission.

(c) Franchisee shall provide notice to its subscribers of its billing practices, subscriber information, availability of parental control devices, the procedure for reporting and resolving subscriber billing and technical complaints, and equipment compatibility. Such notice may be written

or by such other means as the FCC or Commission may from time to time approve. Such notice shall be given in writing to each subscriber at the time of initial subscription, reconnection, semi-annually or annually, and as required by the Rules and Regulations of the Commission. Franchisee shall also provide subscriber Privacy Notices in accordance with applicable FCC Regulations or FCC Policy.

(d) Cable television service will be provided by Franchisee to any subscriber who demands service and who is located within 200 feet of an aerial feeder cable, and the current charge for the installation charge specified in Attachment A.

(e) All structures and all lines, equipment and connections in, over, under and upon streets, roads, highways, sidewalks, alleys and public ways and public places of the Village, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition and in good order and repair.

(f) The signal of any audio or video service carried on the Cable System shall be carried without material degradation in quality within the limits imposed by the technical state of the art, and as set forth by the FCC. The Cable System shall be operated in accordance with the rules and regulations of the FCC and the Commission.

(g) All complaints made to the Franchisee relating to its performance under this Agreement, including but not limited to those concerning quality of service, equipment malfunctions and billing disputes, shall be received at the aforesaid office of Franchisee by duly authorized employees of Franchisee.

(h) A subscriber's Cable Service shall not be terminated because of non-payment of a bill until delinquents in the amount equal to two (2) months service and the subscriber has been given five (5) days written notice of intent to terminate.

(i) Franchisee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable Franchisee to exercise its rights and perform its obligations under this Franchise and to ensure an uninterrupted service to each and all of the subscribers to its Cable System, so long as such rules, regulations, terms and conditions do not conflict with this Agreement or any statute or rule or regulation of the Commission or the FCC.

(j) Franchisee shall at all times comply with the customer service protection standards of Commission Rules Parts 590 and 596.

Section 8. Construction

(a) Franchisee shall construct, continue to operate and maintain acceptable Cable System service in a safe and reliable manner. The minimum number of channels available on the proposed cable system shall at all times not be less than 50 channels. The Cable System shall at all times not be operated on less than 750 MHZ.

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

(c) Franchisee agrees that all installation of cable and wires shall be erected in accordance with the approval of the utility companies owning the relevant poles or underground ducts and also in accordance with the approval of the Village Supervisor of Public Works, the Village Engineer or other designated representative of the Village. All cables and wires shall be maintained in a safe condition at all times and all installations shall be made pursuant to and in accordance with the terms and conditions of any and all applicable local laws, ordinances, resolutions, rules or regulations of the Village which are now or hereafter may be adopted by the Village relating to the electrical wires, telephone wires, internet wires and television wires and cables. In addition, Franchisee agrees to install and maintain the Cable System in a manner which does not interfere with television reception already in existence in the Village. Franchisee further agrees to comply with all orders, regulations and rules issued by the Village and agrees that the Cable System shall be subject to inspection by the Village Supervisor of Public Works, Village Engineer or other designated representative of the Village at any and all times. Franchisee agrees to procure, prior to the commencement of the services hereunder, such licenses, permits, and approvals, as may be required by applicable law, if any, from Federal and State regulatory bodies. All of the work done by Franchisee in connection with the construction, reconstruction, maintenance, service or repair of the Cable System shall be subject to, and governed by, all local laws, ordinances, resolutions, laws, rules and regulations of the Village now in force or that may be hereafter passed and adopted for the government and regulation thereof and not inconstant herewith. Further, the construction, reconstruction, maintenance, service, repair or operation of the Cable System shall be subject to, and governed by, all local laws, ordinances, resolutions, laws, rules and regulations of the Village now in force or that may be hereafter passed and adopted for the government and regulation thereof and not inconsistent herewith, and shall be subject to all lawful police powers and regulations by the Village. The Village shall have the power at any

time to order and require Franchisee to repair, abate or cease using any pole, tower, wire, cable, electronic conductor or other structure, facility, or portion of the Cable System that is dangerous to life or property upon reasonable demonstration thereof and the giving of appropriate written notice. In the event Franchisee, after written notice, fails or refuses to act in response to such a notice, the Village shall have the right and power to repair, remove or abate the same at the expense of Franchisee, all without compensation or liability for damages to Franchisee. Franchisee will remove any equipment no longer in use.

(d) All construction and maintenance of the Cable System shall be carried out in accordance with applicable requirements of the National Electrical Safety Code of the National Board of the Fire Underwriters, the New York State Uniform Fire Prevention and Building Code, the applicable rules and regulations of the FCC, the applicable rules and regulations of the Commission, and such other United States, New York State and local statutes, local laws, ordinances, resolutions, code, rules and regulations as may be applicable.

(e) The Village shall have the right to adopt, in addition to the provisions contained in this agreement and existing applicable ordinances and local laws, such additional regulations as it shall find necessary from time to time in the exercise of its police power; provided, however, that such regulations are not materially in conflict with the provisions of this Agreement.

(f) Village agrees that, subject to the approval of the Village Supervisor of Public Works, Village Engineer or other designated representative of the Village, Franchisee may erect a pole or line of poles where existing poles are not available or suitable to its operation.

(g) The Village may, to the extent authorized by law, use its best efforts to assist Franchisee, whenever possible, in obtaining from the utility companies permission for Franchisee to jointly use the poles and pole line facilities of the utility companies, provided that such use does not interfere with their normal operations, so that the number of new and additional poles constructed within the boundaries of the Village may be minimized.

(h) Franchisee agrees that, wherever required by law to do so or at its own election, it will erect portions of its Cable System by extension of cable through underground facilities; that any underground cables laid in or crossing streets, roads or highways in the Village shall be in compliance with such reasonable requirements as may be prescribed by the Village; and that the expenses of repairing any such streets, roads, or highways as a result of its installation of underground facilities shall be borne by Franchisee.

(i) Franchisee further agrees that the Cable System and the location of its poles, cables, and other facilities shall not be or become an easement, right-of-way or a vested interest but shall be removed by Franchisee at its expense whenever the same restrict or obstruct the operation, location or relocation of any future or existing streets, roads, highways, alleys, or public places.

(j) Any work which requires work on damage to the surface of any street or which will interfere with traffic shall not be undertaken without prior written permission and approval of the manner of doing the work by the appropriate Village official designated by the Village.

(k) No poles or other wire holding structure shall be erected by Franchisee without the prior written approval of the appropriate Village official designated by the Village through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire holding facilities. However, such approval may not unreasonably be withheld or delayed.

(l) All structures, lines and equipment erected by Franchisee within the Village shall be so located as to cause minimum interference with the proper use of streets, roads, highways, alleys, easements and other public ways and public places, and as to cause minimum interference with the rights or reasonable convenience of property owners who join any of the said streets, highways, alleys or other public ways and places. Existing poles, posts and other such structures of the electric power company or any telephone company or any other public utility which may be available to Franchisee shall be used to the extent practicable in the order to minimize interference with travel. Where both power and telephone utilities are placed underground, Franchisee's cables shall also be placed underground in any lawfully approved subdivisions and, to the extent reasonably practicable, in any locations.

(m) Franchisee shall have the right and authority to trim, cut or keep clear trees and bushes upon and overhanging any part of the Cable System (so as to keep same clear of its poles, wires, cables, conduits and fixtures) without the consent of Village. Before commencing any tree or bush trimming, cutting or clearing on private property, Franchisee shall first obtain the written permission of the property owner.

(n) In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in a manner approved by the appropriate Village official designated by the Village, replace and restore all paving, sidewalk, driveway or surfacing so disturbed in as good condition as before work was commenced.

(o) If at any time during the term of this Agreement the Village shall lawfully elect to alter or change any street, road, alley, highway, easement or other public way requiring the relocation of the facilities or Cable System of Franchisee, then in such event Franchisee, upon at least forty-five (45) days' written notice by the Village, shall remove, relay and relocate the same at the expense of Franchisee.

(p) Franchisee shall, upon the request of any person holding a building moving permit issued by the Village, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wire shall be paid by the person requesting the same, and Franchisee shall be given not less than seventy-two (72) hours' advance notice to arrange for such temporary wire changes.

(q) Franchisee acknowledges that not all of the property within the Franchise Area where the Cable System is to be located is owned by the Village. Franchisee may need to obtain private rights-of-way or easements. It is Franchisee's obligation to determine and secure what is needed for each use. The village makes no representations as to rights for use, rights-of-way or easements on private property. Franchisee agrees to defend, indemnify and hold the Village harmless from and against all liabilities whatsoever arising from Franchisee's use of private rights-of-way and easements or any of its actions on private property.

Section 9. System Description

(a) Attached hereto as Attachment B is a system description, which Franchisee represents is accurate and complies with Commission Rule Section 595.1(b), and which summarizes the system design and operation. Franchisee shall comply fully with the provisions of 9 NYCRR Part 595.5 (Requirements for Construction of Cable Television Plant and Provision of Cable Television Services).

(b) Franchisee shall extend its cable system beyond areas served from time to Time, in accordance with the Commission's line extension regulations.

(c) All work involved in the construction, installation, reconstruction, upgrading, maintenance and the repair of the Cable System shall be performed in a safe, thorough and reliable manner.

(d) All technical specifications and the operation of the Cable System shall at all times conform to the specifications established by the FCC and Commission.

(e) Franchise shall:

(1) Use facilities capable of distributing color television signals;

- (2) Produce a picture of good quality that is undistorted, free from ghost images and accompanied by proper sound on typical TV receivers in good repair, all as good as the state of the art from time to time allows;
- (3) Transmit signals of adequate strength to produce good pictures and sound at all outlets without cross-modulation in the cables and without interfering with other electrical or electronic systems;
- (4) Render efficient service, making repairs promptly, and interrupt service only for good cause and for the briefest possible period, preceded if possible by notice and to occur, if possible, during periods of minimum system use.

Section 10. Prohibition of Abandonment

Franchisee shall not abandon any service area provided under this franchise agreement nor shall it abandon any portion of such service area without the prior written consent of the Village Board.

Section 11. Indemnification – Insurance – Security

(a) Franchisee shall defend, indemnify and save the Village and its officers, employees, agents, engineers, and attorneys harmless from all damages and losses sustained by, and expenses, including reasonable attorneys' fee, incurred by, the Village or any of its officers, employees, agents, engineers or attorneys on account of any suit, judgment, action, cause of action, execution, claim, damage, injury or demand whatsoever occasioned by or arising out of the construction, erection, maintenance, repair removal or operation of the Cable System or the exercise by Franchisee of the franchise rights granted herein. Nothing herein shall be deemed to require Franchisee to defend, indemnify or hold harmless the Village in the event of any claim or demand arising solely from the negligent acts or omissions of the Village. For this purpose, Franchisee shall obtain and carry a general comprehensive liability insurance policy written with good and solvent companies (naming the Village and its officers, employees, agents, engineers and attorneys as additional insureds), and also written by an insurance company or companies qualified to do business in the State of New York. The amounts of such insurance shall not be less than \$1,000,000.00 for liability due to damage to property, not less than \$2,000,000.00 for liability due to bodily injury or death of any person, and not less than \$3,000,000.00 for liability due to any one occurrence. The Village shall notify Franchisee within thirty (30) days

after the presentation of any claim or demand either by suit or otherwise made against the Village on account of any negligence or other conduct or omission on the part of Franchisee. Franchisee shall pay all costs and expenses incurred by the Village to defend itself in regard to all damages, losses, and expense mentioned in this section. These expenses shall include out-of-pocket expenses such as reasonable attorney's fees, costs and disbursements.

(b) A certificate evidencing the insurance coverage required by paragraph (a) above shall be delivered by Franchisee to the Village Clerk of the Village within sixty (60) days of the date of this franchise agreement. Such Certificate shall state that the Village be given at least thirty (30) days prior written notice of any cancellation or material change in coverage.

Section 12. Repair of Property

Any real property or personal property of the Village damaged or destroyed by reason of any activity undertaken by Franchisee or its employees, agents, contractors or subcontractors pursuant to this Agreement shall be promptly repaired or replaced by Franchisee, at Franchisee's expense, and restored to serviceable condition.

Section 13. Municipal Approval of Sale or Transfer

Franchisee shall not assign, sell, convey, or transfer this Agreement without the express prior approval by resolution of the Village Board, which consent shall not unreasonably be withheld or delayed. Franchisee may pledge this agreement as security for its financing arrangements, provided that any such financing arrangements require that any assignee of this Agreement (following a loan default) shall assume the obligations of Franchisee hereunder and shall be bound by all of the terms and conditions hereunder.

Section 14. Equal Employment

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

Section 15. Responsible Municipal Officer

The Mayor of the Village or other designated Trustee of the Village Board shall be responsible for the continuing administration of this franchise.

Section 16. Powers Reserved to the Village

The Village reserves to itself the right and privilege to use and have the use of Franchisee's poles for municipal purposes, upon payment of reasonable rental rates.

Section 17. Severability

If any section, subsection, clause, phrase or portion of this franchise agreement is for any reason held invalid or unconstitutional by any Court or regulatory agency of competent jurisdiction, such section, subsection, clause, phrase or portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining sections, subsection, clause, phrase or portions hereof.

Section 18. Approval and Amendment of Provisions

(a) The terms and provisions of this Agreement are subject to the approval of the Commission to the extent provided by law.

(b) Franchisee shall conform to all applicable federal and state statutes, codes, rules and regulations. Any amendments of federal or state franchise standards, rules or regulations will, to the extent applicable, be considered as part of this Agreement.

(c) In the event that the FCC or the Commission makes such amendments of the provisions of its rules and regulations that would require the amendment of this agreement, all such amendments shall be incorporated into this franchise agreement within one (1) year following the date of adoption of such amendment, and after the approval of the amendments by the Commission.

Section 19. Municipal Inspection: Regulatory Officer

The Village shall have the right to inspect all pertinent books, records, maps, plans, financial statements, and other like material of Franchisee pertaining to this Agreement upon reasonable notice and during normal business hours.

Section 20. Access to, and Easements in, New Subdivisions

(a) Franchisee shall locate its facilities underground in areas of the Village where all electric and telephones utilities are so located. In the event that it is not feasible for Franchisee to locate its facilities underground, it may petition the Village for permission to locate such facilities above ground.

(b) For the purpose of providing for the future growth and development of cable television service, the Village Planning Board shall be encouraged to request, to the extent legally permissible under applicable laws, that all future subdividers grant Franchisee access to, and necessary easements in, new subdivisions for the purpose of installing cable television lines. Such access and easements shall be similar to those granted public utilities such as telephone and power companies.

Section 21. Free Service Drops

(a) Upon written request Franchisee shall, at its expense, install and provide one free outlet of basic and expanded basic cable service situated in areas served by the Cable System service at no charge to outlets installed in each of the following buildings situated in areas served by the Cable System: (a) any school (public, private or parochial) located in the Village, (b) the Village of Deposit Village Hall, (c) Deposit Public Library, (d) any fire stations located in the Village, (e) any structure housing an ambulance located in the Village, (f) any other governmental office buildings of the Village, (g) a common room of the Senior Center in the Village, (h) a room in the Head Start building in the Village, and (i) the Deposit Historical Building on Second Street. Franchisee shall, at its expense, install and provide one free standard level of internet service to the Deposit High School and Public Library.

Section 22. Previous Franchise Agreements

All previous franchise agreements between Village and Franchisee shall no longer be of any force and effect as of the effective date of this Agreement as set forth in Section 3 above. However, any obligations of Franchisee to insure or defend, indemnify and hold harmless the Village or any of its officers, employees, agents, engineers and attorneys shall survive any termination of such previous franchise agreements, and any liability of franchise to the Village under previous agreements for acts, omissions or other violations thereof by franchise shall survive.

Section 23. Payment of Franchise Fees

~~—— (a) Franchisee shall pay to the Village an annual franchise fee of three and one half percent (3.5%) of Gross Revenues received directly from subscribers within the Village derived from basic, expanded, and premium cable monthly service charges, but not from pay per view charges. This franchise fee may be added by Franchisee to the subscriber's monthly statement unless applicable federal or state law allows municipalities, such as the Village, to prohibit Franchisee from adding said franchise fee to the subscriber's monthly statement, in which event Franchisee is hereby prohibited from adding said franchise fee to the subscriber's monthly statement.~~

~~—— Gross Revenues shall include revenues received by Franchisee for the provision of the basic, expanded, and premium cable tiers. In the event that any federal or state statute, rule, or regulation shall require a different definition of "gross revenues", the Village and Franchisee agree to re-adjust the percentage payable to the Village so that the Village will receive approximately the same dollar amount of payments, utilizing said percent paid by Franchisee, as would have been paid under the definition herein.~~

~~—— (b) The foregoing payments to the Village shall be made by Franchisee on a quarterly basis, by the 30th day of the months of April, July, September and December. Each payment shall be accompanied by a brief report of Franchisee's Gross Revenues for the preceding quarter. In the event such payments are late, the Franchisee shall pay the Village a penalty of \$100 per month until such time as the payment is received. Any such penalty shall not be passed through by the Franchisee to the subscribers.~~

~~—— (c) No acceptance of any payments shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim the Village may have for further or additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to audit and re-computation by the Village. In the event of an underpayment of franchise fees, the Franchisee will remit the underpayment within thirty (30) days of notification. If the Franchisee does not remit the underpayment within thirty (30) days, then the Franchisee will pay interest on the underpaid amount at an annual rate of 3% from the date the underpayment occurred through the date payment of the underpaid amount is received by the Village. Any such interest shall not be passed through by the Franchisee to the subscribers.~~

~~_____ (d) The amount of franchise fee and the method of calculation shall be competitively neutral when compared to the amount or method of calculation of the franchise fee in any other cable franchise granted by the Village.~~

Section 24 Termination

(a) Franchisee shall not be deemed nor declared to be in default under any of the conditions, provisions, requirements or limitations of this Agreement in any case in which the performance of such condition, provision, requirement or limitation is prevented by reason of strikes, injunctions or other causes beyond control of Franchisee, provided that Franchisee shall not have instigated such strike, or shall not have been responsible for suits or injunctions or other causes of delay.

(b) Franchisee shall not be declared in default of any provision contained herein unless Franchisee shall have been notified by the Village, in writing, of the condition or act for which a violation is alleged. Franchisee shall have a period of thirty (30) days in which to remedy or to take reasonable steps to remedy such condition or act. Thereafter a default shall be declared only by resolution of the Village Board after publication of public notice and the giving of written notice to Franchisee and the granting to Franchisee of an opportunity to be heard at a public hearing.

(c) Upon termination of the period of this Agreement by passage of time or otherwise, Franchisee shall (unless a new franchise agreement has been signed by Village and Franchisee), at its cost and expense, remove its supporting structures, poles, transmission and distribution systems, Cable System and other appurtenances from the streets, roads, highways, ways, lanes, alleys, parkways, bridges, and other public places in, over, under or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Village may deem the property not removed as having been abandoned and may remove such facilities at Franchisee's cost and expense.

Section 25. Cancellation of the Franchise

The Village shall have the right to cancel this Agreement for any of the following reasons:

(a) For failure by Franchisee to pay the Village the franchise fee for a period in excess of ninety (90) days from its due date.

(b) For knowingly submitting false records or reports to the Village.

- (c) For the perjured sworn testimony with respect to this Agreement of any officer of Franchisee.
- (d) For violation of any applicable law or regulation
- (e) For violation of this Agreement.

Section 26. Abandonment of Service

Franchisee is expressly prohibited from abandoning any service undertaken under this Agreement or any portion thereof without the express prior written consent of the Village. In the event Franchisee files for bankruptcy, such written consent shall not be unreasonably withheld by Village.

Section 27. Approval of the State Commission

The terms of this Agreement and any subsequent amendments hereto, are subject to applicable federal, state and local laws, the Rules and Regulations of the FCC, the Rules and Regulations of the Commission and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Agreement and any subsequent amendments, are subject to the approval of the Commission and the FCC.

Section 28. Notices and Payments

Any notice and payments required hereunder shall be mailed or delivered to the parties hereto at the addresses set forth on page 1 hereof, or at such other address as shall be specified by written notice sent by one party to the part hereto.

Section 29. Construction of Agreement

This Agreement shall be constructed, interpreted and enforced in accordance with the laws of the State of New York. The Franchisee consents to exclusive venue in any action by or against the Village of Deposit regarding this Agreement or any events occurring hereunder to be in Broome or Delaware Counties, New York.

Section 30. Complete Agreement

This Agreement represents the complete agreement and understanding of the parties with respect to the subject matter hereof, and cannot be amended orally.

Section 31. Miscellaneous Provisions.

(a) Emergency Alert System. Franchisee shall comply with the Emergency Alert System regulations of the FCC. The Emergency Alert System shall meet all federal, state and local requirements.

(b) PEG Access Channels. Franchisee shall make available, free of charge, PEG access and comply with the standards set for PEG as required by the regulations of the Commission. Any PEG channel shall be shared with other franchising authorities served by the Franchisee's cable system.

(c) Access to cable service shall not be denied to any group of potential residential subscribers because of the income of the resident to the local area in which such group resides.

(d) Franchisee shall be responsible for the payment of all local property taxes.

Section 32. Certification


IN WITNESS WHEREOF, the parties have executed this agreement this 7 day of ~~September~~, 2013.

October

VILLAGE:
VILLAGE OF DEPOSIT

By: 
John O'Connor, Mayor

FRANCHISEE:
ADAMS CATV, INC.

By: 
Wendy Hartmann, General Manager

ATTACHMENT A

A whole new world of choices....

Adams Cable Service has a package to meet your needs

Channel Guide November 2013

Cable:

Basic Cable	14 channels	\$18.99
Expanded Basic Cable	67 channels	\$50.99
Adams Ultimate Digital*	112 channels	\$10.00
HBO/Cinemax*	15 channels	\$20.99
Showtime/Movie Channel*	10 channels	\$16.99
Starz/Encore*	12 channels	\$14.99
All 3 Movie Packages	37 channels	\$44.99
HD Technology Fee*	53 channels	\$10.99

*Requires a HD DCX receiver or DVR

**Subscription to Expanded Basic Cable required to receive Adams Ultimate Digital Package or High Definition Channels

DTA	\$1.99
Cable CARD	\$3.00
HD DCX Receiver	\$5.00
High Definition DVR Receiver	\$10.00

All receivers give you access to the Interactive TV Guide, 41 Digital Music Stations and PPV Movies and Events.

We lease CableCARDS for \$3.00 per month per CableCARD for use in customer owned retail CableCARD ready devices. Many of our leased set-top boxes also include CableCARDs inside, and the same \$3.00 portion of our lease rates for those devices is attributable to the CableCARD.

From time to time we may offer bundled packages that include one or more set-top box leases within the base package price. If you lease a CableCARD in lieu of such a set-top box, we offer a prospective monthly credit in the amount of our standard lease rate for the device that you have not elected to take. Please contact us if you believe you may be eligible for or would like more information regarding this credit.

Internet:

3 Mb	w/cable or phone \$24.99	internet only \$34.99
6 Mb	w/cable or phone \$34.99	internet only \$44.99
12 Mb	w/cable or phone \$54.99	internet only \$64.99

All internet services come with 5 Email accounts and 24/7 technical support.

Phone:

Unlimited calling (U.S., Canada, Mexico & Puerto Rico)	Residential \$24.99
	Business \$39.99

Fax:

Residential/Business \$29.99

Price includes Caller ID, Voicemail, 3 Way Calling, Call Forwarding and much more

*Stand alone phone rates apply.

One Time Fees:

Cable Installation:	If Cable Exists	\$25.00
	If no cable present	\$40.00
Phone Installation:	One Phone	\$25.00
	Multiple Phones	\$40.00
Phone Activation:	Residential	\$15.99
	Business	\$29.99
Internet	If Current Customer	FREE
Service Charge	If not related to services provided	\$25.00
Non Pay Reconnect		\$50.00

All packages include Cable, Internet and Phone.

Total Home Basic
Our least expensive package for families and individuals who want excellent service on a budget they can afford.

- * Basic Cable
- * Locals in HD
- * 3MB Internet
- * Adams Digital Phone

\$66⁹⁹
*taxes and fees not included

Adams Total Home
The Classic Total Home Package is our most popular item. A great upgrade from our Basic package and still the best deal around.

- * Expanded Basic Cable
- * Locals in HD
- * 6MB Internet
- * Adams Digital Phone

\$102⁹⁹
*taxes and fees not included

Total Home 12
Get the products you really want and still save! Number 1 rated networks, the fastest internet speed available and Adams Digital Phone.

- * Expanded Basic Cable
- * Locals in HD
- * 12MB Internet Service
- * Adams Digital Phone

\$127⁹⁹
*taxes and fees not included

Total Home Plus
Are you looking for more from your cable experience? Our Total Home Plus gives you Premium options like DVR Service and HD!

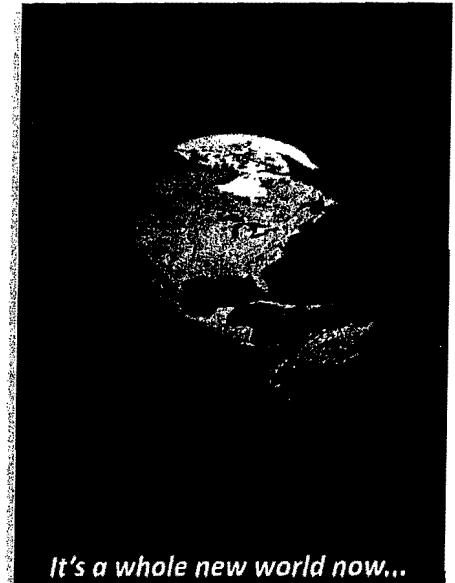
- * Expanded Basic Cable
- * DVR
- * DMX Digital Music
- * Local Digital Channels
- * HD Channel Pack
- * 6MB Internet
- * Adams Digital Phone
- * Showtime Package

\$144⁹⁹
*taxes and fees not included

In order to receive locals in High Definition with Total Home Basic, Total Home, and Total Home Plus, you must own a television that has a high definition capable digital tuner.

Total Home prices are for residential customers only.

ADAMSCABLE SERVICE



It's a whole new world now...

19 North Main Street
Carbondale, PA 18407
1-888-222-0077

www.adamsable.com

Open 24 hours a day, 7 days a week

1-888-222-0077

www.adamsable.com

Windsor

Basic

- 02 Home Shopping Network
- 03 WBNG - 12 - CBS
- 04 The Weather Channel
- 05 WICZ - 40 - FOX
- 06 WBGH - 34 - NBC
- 07 Adams Community Channel
- 08 WTVT - 34 - ABC
- 09 WBPB My 8
- 10 WVIA - 44 - PBS
- 11 WBX1 - 38 - CW
- 12 WSKG - 45 - PBS
- 13 QVC
- 14 TV Guide
- 16 EWTNCTV

Expanded Basic

- 29 Fox News Channel
- 30 CNN
- 31 HLN
- 32 MSNBC
- 33 CNBC
- 34 ESPN Classic
- 35 ESPN
- 36 ESPN2
- 37 Comcast Sportsnet
- 38 MLB
- 39 YES Network
- 40 Fox Sports 1
- 41 Golf Channel
- 42 NBC Sports Network
- 43 Cartoon Network
- 44 Disney Channel
- 45 ABC Family
- 48 Nickelodeon
- 47 Discovery
- 48 Animal Planet
- 49 TLC
- 50 A&E
- 51 History Channel
- 52 Home & Garden TV
- 53 Food Network
- 54 truTV
- 55 TBS
- 56 TNT
- 57 Turner Classic Movies
- 58 WE
- 59 AMC
- 60 Bravo
- 61 Lifetime
- 62 Travel Channel
- 63 GSN
- 64 TV Land
- 65 USA
- 66 Syfy
- 67 Hallmark Channel
- 68 Lifetime Movie Network
- 69 FX
- 70 E!
- 71 Comedy Central
- 72 MTV
- 73 VH-1
- 74 CMTV
- 75 Spike
- 76 National Geographic
- 77 NFL Network
- 96 CSPAN
- 97 CSPAN2
- 98 CSPAN3
- 105 Science Channel
- 106 Destination America
- 107 Investigation Discovery
- 109 The Hub
- 129 Military Channel

Adams Ultimate Digital

- 100 Biography Channel
- 101 H2
- 102 CNN International
- 103 ABC News Now
- 108 Oprah Winfrey Network
- 110 Sprout
- 111 Nick Toons
- 112 TeenNick
- 113 Nick 2
- 114 Boomerang
- 115 Disney XD
- 118 Nick Jr.
- 117 Disney Jr.
- 116 Oxygen
- 120 Esquire Network
- 121 Cloo
- 122 Ovation
- 123 You Too
- 124 DIY
- 125 Sportsman Channel
- 128 Outdoor Channel
- 127 Great American Country
- 128 RFD TV
- 130 MTV2
- 131 Fuse
- 132 Telemundo
- 133 Pivot
- 134 Lifetime Real Women
- 135 Esquire
- 136 Chiller
- 137 Fox Business
- 150 Cable Radio Network 1
- 151 Cable Radio Network 2
- 152 Cable Radio Network 3
- 153 Cable Radio Network 4
- 154 Cable Radio Network 5
- 155 Cable Radio Network 6

Over 100 great networks and digital music channels for \$10.00!

dmx Enjoy CD Quality Digital Music all day long. DMX Music is included in the Adams Ultimate Digital Package.

DMX Music Channel Lineup:

240 Symphonic	268 Rapture (Edited Rap)
241 Life Classical	269 Hot Jamz
242 New Age	270 Silky Soul
243 Beautiful Instruments	271 Classic R&B
244 Smooth Jazz	272 Blues
245 Jazz	273 Greatest Standards
246 Gospel Glory	274 The Playground
247 The Spirit	275 Holidays & Happenings
248 Modern Country	276 Y2K Hits
249 Traditional Country	277 Salsa
250 Jazz Vocal Blend	278 Classic Hits Blend
251 60's Revolution	279 Latin Hits
252 Malt Shop Oldies	280 Today's Hits
253 70's Hits	
254 80's Hits	
255 Retro Disco	
256 80's Hits	
257 Adult Contemporary	
258 Soft Hits	
259 Coffeehouse Rock	
260 Alternative Rock	
261 Hottest Hits	
262 Classic Rock	
263 Groove Lounge	
264 8 Tracks	
265 Dance	
266 Subterranean	
267 Big Band Swing	

Local Digital Channels:

- 305 WVIA DT-2
- 306 WVIA DT-3 Create
- 310 My Network 8
- 316 QUBO
- 320 WSKG DT-2 Create
- 321 WSKG DT-3 Create

High Definition

- 500 WTVT TV HD - ABC
- 501 WBNG TV HD - CBS
- 502 WBRE TV 28 HD - NBC
- 504 WICZ TV HD - FOX
- 505 WVIA TV 44 HD - PBS
- 506 WSKG TV HD - PBS
- 507 QVC HD
- 508 WQPX TV HD ION
- 513 ESPN HD
- 514 ESPN2 HD
- 520 YES HD
- 521 MLB HD
- 523 NFL HD
- 527 NBC Sports Network
- 528 Golf Channel HD
- 529 Fox Sports 1 HD
- 530 Velocity
- 531 Discovery Channel HD
- 532 National Geographic HD
- 533 The Learning Channel HD
- 534 Science HD
- 535 HGTV HD
- 536 Food Network HD
- 537 Wealth TV HD
- 538 Animal Planet HD
- 539 TNT HD
- 540 Universal HD
- 541 Destination America HD
- 542 Travel Channel HD
- 543 Disney HD
- 544 ABC Family HD
- 545 E! HD
- 546 Nickelodeon HD
- 548 TBS HD
- 550 A&E HD
- 551 History HD
- 552 Bio HD
- 553 USA HD
- 554 Syfy HD
- 555 FX HD
- 556 Esquire HD
- 557 Bravo HD
- 558 Comedy Central HD
- 559 Spike HD
- 560 Palladia HD
- 561 MTV HD
- 562 VH1 HD
- 563 CMT HD
- 564 eScapes
- 570 AXS HD
- 571 HDNet Movies
- 580 CNN HD
- 581 Fox News HD
- 582 MSNBC HD
- 800 HBO HD*
- 803 HBO Family HD*
- 808 Cinemax HD*
- 817 Showtime HD*
- 828 Starz HD*

*require subscription to premium channel

Pay-Per-View

- 800 HBO
- 801 HBO2
- 802 HBO Signature
- 803 HBO Family
- 804 HBO Zone
- 805 HBO Comedy
- 806 HBO Latino
- 808 Cinemax
- 809 Thriller Max
- 810 More Max
- 811 Action Max
- 812 Max Latino
- 813 5 Star Max
- 814 Movie Max
- 815 Outer Max
- 817 Showtime
- 818 Showtime 2
- 819 Showtime Showcase
- 820 Showtime Woman
- 821 Showtime Family
- 822 Showtime Next
- 823 Showtime Extreme
- 825 The Movie Channel
- 828 TMC Extra
- 827 Filx
- 828 STARZ!
- 829 STARZ! Cinema
- 830 STARZ! Kids & Family
- 831 STARZ! Edge
- 832 STARZ! Comedy
- 833 Encore
- 834 Encore Westerns
- 835 Encore Love
- 836 Encore Suspense
- 837 Encore Drama
- 838 Encore Action
- 839 Encore Family

Pay-Per-View

- 700 INDEMAND 1
- 701 INDEMAND 2
- 702 INDEMAND 3
- 703 INDEMAND 4
- 704 INDEMAND 5
- 705 INDEMAND 6
- 706 INDEMAND 7
- 711 INDEMAND Events HD*

Adult Premium Channel

- 900 Playboy TV - \$14.99 per month
- 903 Adult PPV

Attachment B

Section 9. System Description

Pursuant to NYCRR Part 595.1(b), the cable system has been reconstructed and upgraded as of September 1, 2003.

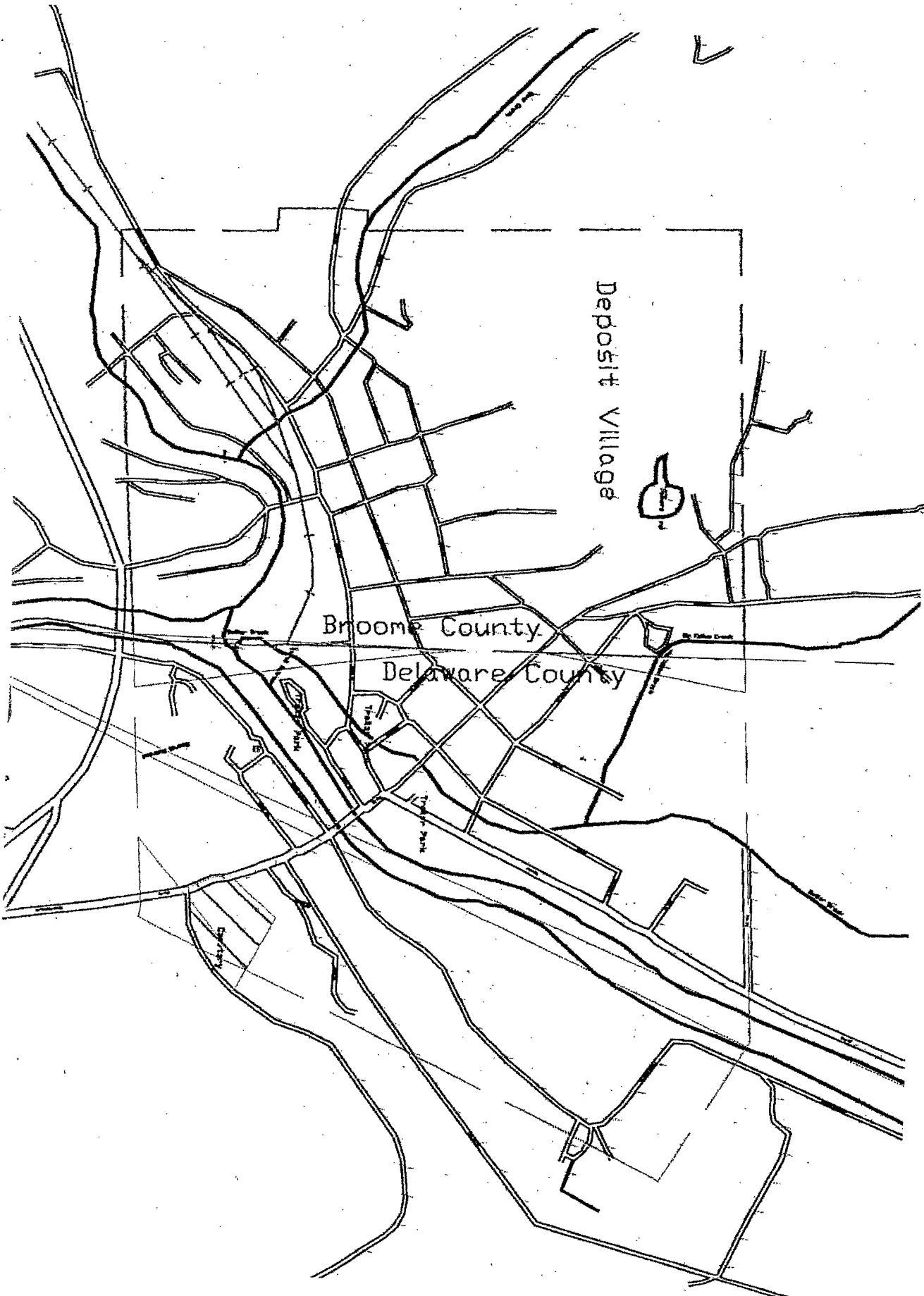
The cable system is an "HFC" (hybrid fiber coax) design. The Village of Deposit is fed by a fiber optic node, which converts light energy to RF for use in the coax. All equipment used is rated for a minimum of 750 MHz operation. The cable system is also bi-directional to support high-speed internet applications and other future services.

Specific geographical areas to be wired – All areas in the Village of Deposit in Broome and Delaware Counties, New York with great than 20 homes per mile.

Number of homes to be passed – 750

Miles of cable strung – 11.06 miles

Street names – Second St., High St., Allen St., Court St., Front St., Borden St., Dublin St., Sheldon St., Third St., Fourth St., Church St., Clark St., Lippincott Pl., Meadowlark Dr., Pine St., Airport Rd., Laurel Bank Av., Myrtle Av., Oak St., Dean St., Ford Hill St., Monument St., Wheeler St., Elm St., Main St., Bank Av., Division St., Marvin St., Center St., Sunrise Tr., Boulevard St., Fair St., Maple Ln., Spruce Dr., Dug Rd.



Deposit Village

Broome County

Delaware County



St. John's Church

St. John's Church

St. John's Church

St. John's Church

STATE OF NEW YORK
Village of Deposit
Counties of Broome and Delaware

In the Matter of the Cable Television Franchise Held by **ADAMS CATV, INC.**, in the Village of Deposit, Broome and Delaware Counties, New York

RESOLUTION

An application has been made to the Board of Trustees of the Village of Deposit, located in the Counties of Broome and Delaware, New York, by **ADAMS CATV, INC.** ("Adams"), a Pennsylvania business corporation having its principal place of business at 19 North Main Street, Carbondale, Pennsylvania 18407, for the approval of a franchise agreement for Adams' cable television franchise for seven (7) years, commencing on October 1, 2013, or upon the issuance by the New York State Public Service Commission of a certificate of confirmation of the franchise agreement, whichever is later (the "Franchise Agreement"). The Franchise Agreement will bring the franchise into conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended, and certain court rulings.

A public hearing was held at the Village of Deposit, New York on Tuesday, August 27, 2013 at 7 pm and notice of the hearing was published in the Deposit Courier on August 21, 2013.

NOW, THEREFORE, the Board of Trustees of the Village of Deposit finds as follows:

1. Adams has substantially complied with the applicable laws; and
2. The quality of the Adams' service, including signal quality, response to customer complaints and billing practices, as required by the Franchise Agreement, will be responsive to community needs; and
3. Adams has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in the Franchise Agreement; and

4. Adams can reasonably meet the future cable-related community needs and interests, taking into account the cost of meeting such needs and interests.

BE IT FURTHER RESOLVED that the Board of Trustees of the Village of Deposit hereby approves the cable television franchise of Adams in the Village of Deposit for seven (7) years, commencing on October 1, 2013, or upon the issuance by the New York State Public Service Commission of a certificate of confirmation of the Franchise Agreement, whichever is later, and expiring seven (7) years thereafter.

BE IT FURTHER RESOLVED, that the Board of Trustees has determined that the authorization of the Franchise Agreement does not constitute an "action" as defined in the New York State Environmental Quality Review Act ("SEQRA") regulations at 6 NYCRR §617.2(b) and therefore no further environmental review is necessary.

BE IT FURTHER RESOLVED, that the Mayor of the Village of Deposit is hereby authorized to execute the Franchise Agreement on behalf of the Village, together with any other documents necessary to effectuate the Franchise Agreement.


Motion made by Trustee O'Connell and seconded by Trustee Hathaway

The question of the adoption of the foregoing Resolution was duly put to a vote on roll call which resulted as follows:

Trustee Hathaway voted	<u>aye</u>
Trustee Mott voted	<u>aye</u>
Trustee O'Connell voted	<u>aye</u>
Trustee Strauss voted	<u>absent</u>
Mayor O'Connor voted	<u>aye</u>

The foregoing motion was approved by a vote of 4 to 1 and was thereby declared adopted.


Dated: September 10, 2013.


Cheryl R. Decker
Village Clerk
Village of Deposit

CERTIFICATION

I, Cheryl R. Decker, do hereby certify that: 1) I am the Village Clerk of the Village of Deposit; and 2) the foregoing constitutes a true, correct, and complete copy of a resolution duly adopted by the Board of Trustees of the Village of Deposit at a meeting thereof held at the Deposit Theatre on September 10, 2013; and 3) all members of the Board of Trustees had due notice of said meeting and that the meeting was open to the general public as required by §103 of the Public Officers Law. Notice of the meeting was given prior thereto by publication and by posting.

In WITNESS WHEREOF, I have hereunto set my hand and affixed the Village seal this 10 day of September, 2013.



Cheryl R. Decker
Village Clerk
Village of Deposit

(Seal)

AFFIDAVIT OF PUBLICATION

State of New York,
County of Delaware, ss.

Re: Public Hearing 8/27/13
Village of Deposit

Hilton A. Evans, of Deposit, in said County, being duly sworn, states that he is, Publisher of THE DEPOSIT COURIER, a newspaper published weekly at Deposit, in said County, and that the Legal Notice a printed copy of which is hereunto attached, was published once each week, for two weeks, consecutively, in said newspaper; and that the said Legal Notice was first so published on the 31st day of July, 2013 and was last so published on the 7th day of August, 2013.

Hilton A. Evans

Sworn to, before me this 7th day of August, 2013.

Alice M. Martin

Notary Public

ALICE M. MARTIN
Notary Public, State of New York
Registration No. 01MA4756357
Qualified in Broome County
Commission Expires March 30, 2014

THE CLASSIFIED

FOR RENT

ONE BEDROOM APARTMENT in Deposit, first floor, own utilities, \$600/month. Call 467-5424. tfc

2 BEDROOM APT. in Deposit available. \$600/month plus utilities. No dogs. Call 467-5424. tfc

OQUAGA LAKE, lake front cottages for rent, 2 and 3 bedrooms. Rent by the week, half season, or season. Call 607-467-3094.

FOR RENT - 6 Office Spaces. Call Donley Wheeler (607) 467-4965. tfc

FOR RENT: OQUAGA LAKE 3 bedroom home, no lake rights, new bathroom w/shower, new carpeting, W/D cozy, woodstove and propane/electric heat, nice family type home, \$800 negotiable, plus utilities, security and references, NO PETS. Call 201-666-2053. 7:10-31p

1 BR APT. ON NICE BLOCK, ground floor, off-street parking, trash pick up, \$550 + heat & utilities. Security and references required. 595-1609. 7:17-8:7wp

ONE BEDROOM Apartment in Deposit. Remodeled, repainted, heat & electric included. Off street parking. No smoking, no pets. \$575/month. Security and references required. Call 217-9130. tfc

YARD SALE

YARD SALE - August 9 & 10, 9:00 a.m. - 3:00 p.m., 1002 Mormon Hollow Rd., off Rt. 27,

LEGALS

Legal Notice

PLEASE TAKE NOTICE that the Village of Deposit, Broome and Delaware Counties, New York has scheduled a public hearing for Tuesday, August 27, 2013 at 7:00PM at the Deposit Theater, Deposit, New York to consider the renewal of the cable television franchise held by Adams CATV, Inc. The purpose of the hearing is to consider a Franchise Renewal Agreement which would renew the Adams CATV, Inc. cable television franchise for an additional ten (10) years commencing on August 27, 2013.

The Agreement, if approved by the Village, should not take effect without the prior approval of the New York State Public Service Commission. A copy of the Franchise Renewal Agreement is available for public inspection at the Village Clerk's office during normal business hours. Interested persons may file comments or objections with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223. 7:31,8:7c

Legal Notice PTO Election of Officers

The Deposit Elementary PTO will hold its election of officers for the 2013-14 school year on Wed., August 28 at 4:30 p.m. at the Deposit Free Library, 159 Front Street, Deposit, NY.

The slate of officers is as follows: Co-Presidents, Mary Kay Gifford and Rhonda Smith; Corresponding Secretary, Michelle Riter; Recording Secretary, Jessica Madugno; and Treasurer, Maria Albert.

LEGALS

Legal Notice

To: The last known owner or owners of the following burial lots located in the Anthony Cemetery, North Sanford Road, Broome County, New York, and all persons having or claiming to have an interest in said burial lots: Name on stone and burial date are as follows: Mitchel - 1892, Elijah Lobdell - 1879, Harvey Mattice - 1878, Dingee - 1870, Lydia Vosburg - 1866, Cheers - 1918, Susan Cowell - 1860, Ellena Lord - 1877, David Carpenter - 1852, Meek - 1869, Rachel Childs - 1896, Charles Vanaistine - 1880, Swart - 1889 and Hamlin - 1920.

PLEASE TAKE NOTICE: That (1) the monuments or markers are so badly out of repair or dilapidated as to create a dangerous condition, (2) the persons to whom this notice is addressed must repair or remove said monuments or markers after the third publication of this notice or by (date 60 days after the third publication) and, (3) if the persons to whom this notice is addressed fail to repair or remove said monuments or markers after (date 60 days after the third publication), the Anthony Cemetery Association may remove or repair said monuments without further notice to the persons to whom this notice is addressed.

If you have questions they can be directed to Walter Ottens, 2447 Old Route 17, Windsor, NY 13865.

Dated this 2nd. Day of August, 2013

8:7-21c

Classes at Delhi and Margaretville eCenters

New computer classes have been scheduled at both the Delhi and Margaretville eCenters beginning the week of August 5 and will run into early 2014.

Jenn Schumann of the Greater Roxbury Learning Initiative Center will be the trainer for Intro to Computer Basics, Intro to Word Processing, Intro to Spreadsheets and Intermediate Spreadsheets. Classes are 2 hours and cost \$25 per person.

Joe Brown will be teaching a 4 session course on Computer Game Programming, which is for beginners interested in learning the basics of programming and will also touch on how the code of a game is structured. This specific class will be taught using Java Software. No prior knowledge of programming is required, but recommended.

To learn more on these upcoming classes, visit dcecenter.com, or call the Delaware County eCenter at 607-746-9710. To register, email Jenn Schuman at GRLIC100@gmail.com. Payment is required to reserve seating.

ECONOMY AUTO RENTALS
\$35.00
 A Day
Will Deliver to Your Door!
607-467-5010

ECONOMY STORAGE

T
W
hel
Wr
Co
for
ute:
or (T
nig
sup
sho
Fi
tati
1:0
mat
the
We
The
ban
dar:
S:
a.n
mu
fro
inc
Ric
Sp
anc
tur
Sm
O
mu
Ne
anc
gra
T
rea
Qu
Pe
roc
cap
on
Sur
50
enc

THE CLASSIFIED

FOR RENT

ONE BEDROOM APARTMENT in Deposit, first floor, own utilities, \$600/month. Call 467-5424. tfc

2 BEDROOM APT. in Deposit available. \$600/month plus utilities. No dogs. Call 467-5424. tfc

OQUAGA LAKE, lake front cottages for rent. 2 and 3 bedrooms. Rent by the week, half season, or season. Call 607-467-3094.

FOR RENT - 6 Office Spaces. Call Donley Wheeler (607) 467-4965. tfc

FOR RENT: OQUAGA LAKE 3 bedroom home, no lake rights, new bathroom w/shower, new carpeting, W/D cozy, woodstove and propane/electric heat, nice family type home, \$800 negotiable, plus utilities, security and references, NO PETS. Call 201-666-2053. 7:10-31p

1 BR APT. ON NICE BLOCK, ground floor, off-street parking, trash pick up, \$550 + heat & utilities. Security and references required. 595-1609. 7:17-8:7wp

ONE BEDROOM Apartment in Deposit. Remodeled, repainted, heat & electric included. Off street parking. No smoking, no pets. \$575/month. Security and references required. Call 217-9130. tfc

YARD SALE

YARD SALE - August 9 & 10, 9:00 a.m. - 3:00 p.m., 1002 Mormon Hollow Rd., off Rt. 27, Trout Creek. Various items

LEGALS

Legal Notice

PLEASE TAKE NOTICE that the Village of Deposit, Broome and Delaware Counties, New York has scheduled a public hearing for Tuesday, August 27, 2013 at 7:00PM at the Deposit Theater, Deposit, New York to consider the renewal of the cable television franchise held by Adams CATV, Inc. The purpose of the hearing is to consider a Franchise Renewal Agreement which would renew the Adams CATV, Inc. cable television franchise for an additional ten (10) years commencing on August 27, 2013.

The Agreement, if approved by the Village, should not take effect without the prior approval of the New York State Public Service Commission. A copy of the Franchise Renewal Agreement is available for public inspection at the Village Clerk's office during normal business hours. Interested persons may file comments or objections with the New York State Public Service Commission, Three Empire State Plaza, Albany, New York 12223. 7:31,8:7c

Legal Notice PTO Election of Officers

The Deposit Elementary PTO will hold its election of officers for the 2013-14 school year on Wed., August 28 at 4:30 p.m. at the Deposit Free Library, 159 Front Street, Deposit, NY.

The slate of officers is as follows: Co-Presidents, Mary Kay Gifford and Rhonda Smith; Corresponding Secretary, Michelle Riter; Recording Secretary, Jessica Madugno; and Treasurer, Marcia Albrecht.

LEGALS

Legal Notice

To: The last known owner or owners of the following burial lots located in the Anthony Cemetery, North Sanford Road, Broome County, New York, and all persons having or claiming to have an interest in said burial lots: Name on stone and burial date are as follows: Mitchel - 1892, Elijah Lobdell - 1879, Harvey Mattice - 1878, Dingee - 1870, Lydia Vosburg - 1866, Cheers - 1918, Susan Cowell - 1860, Ellena Lord - 1877, David Carpenter - 1852, Meek - 1869, Rachel Childs - 1896, Charles Vanalstine - 1880, Swart - 1889 and Hamlin - 1920.

PLEASE TAKE NOTICE: That (1) the monuments or markers are so badly out of repair or dilapidated as to create a dangerous condition, (2) the persons to whom this notice is addressed must repair or remove said monuments or markers after the third publication of this notice or by (date 60 days after the third publication) and, (3) if the persons to whom this notice is addressed fail to repair or remove said monuments or markers after (date 60 days after the third publication), the Anthony Cemetery Association may remove or repair said monuments without further notice to the persons to whom this notice is addressed.

If you have questions they can be directed to Walter Ottens, 2447 Old Route 17, Windsor, NY 13865.

Dated this 2nd Day of August, 2013

8:7-21c

Classes at Delhi and Margaretville eCenters

New computer classes have been scheduled at both the Delhi and Margaretville eCenters beginning the week of August 5 and will run into early 2014.

Jenn Schumann of the Greater Roxbury Learning Initiative Center will be the trainer for Intro to Computer Basics, Intro to Word Processing, Intro to Spreadsheets and Intermediate Spreadsheets. Classes are 2 hours and cost \$25 per person.

Joe Brown will be teaching a 4 session course on Computer Game Programming, which is for beginners interested in learning the basics of programming and will also touch on how the code of a game is structured. This specific class will be taught using Java Software. No prior knowledge of programming is required, but recommended.

To learn more on these upcoming classes, visit dcecenter.com, or call the Delaware County eCenter at 607-746-9710. To register, email Jenn Schuman at GRLIC100@gmail.com. Payment is required to reserve seating.

ECONOMY AUTO RENTALS
\$35.00
A Day
Will Deliver to Your Door!
607-467-5010 tfc

ECONOMY STORAGE

AFFIDAVIT OF PUBLICATION

State of New York,
County of Delaware, ss.

Re: Franchise Renewal for the
Village of Deposit

Hilton A. Evans, of Deposit, in said County, being duly sworn, states that he is, Publisher of THE DEPOSIT COURIER, a newspaper published weekly at Deposit, in said County, and that the Legal Notice a printed copy of which is hereunto attached, was published once each week, for two weeks, consecutively, in said newspaper; and that the said Legal Notice was first so published on the 2nd day of October, 2013 and was last so published on the 9th day of October, 2013.

Hilton A. Evans

Sworn to, before me this 24th day of October, 2013.

Alice M. Martin

Notary Public

ALICE M. MARTIN
Notary Public, State of New York
Registration No. 01MA4756357
Qualified in Broome County
Commission Expires March 30, 2014

THE CLASSIFIED

FOR RENT

RENOVATED HOME with 2 full baths, 4 bedrooms, newly carpeted living room. Back deck with mud room. New appliances, hot air heat, natural gas. \$900 a month plus security deposit. Pay own electric/gas. *Not affiliated with any Gov't entities.* Non-smoking, no pets. Credit/background check may be required. (607) 467-5176.

9:25, 10:2p

2 BEDROOM APT. in Deposit available. \$600/month plus utilities. No dogs. Call 467-5424.

tfc

ONE BEDROOM Apartment in Deposit. Remodeled, repainted, heat & electric included. Off street parking. No smoking, no pets. \$575/month. Security and references required. Call 217-9130.

tfc

FOR RENT + 6 Office Spaces. Call Donley Wheeler (607) 467-4965.

tfc

DEPOSIT CENTER OF TOWN—studio, includes heat, gas and electricity, two large rooms and bath. \$500/month, 908-433-4795, 908-433-5683.

9:25-10:16c

1 BDRM APT. Ground floor. LR, Dining, Full bath & Kitchen. Off-street parking, trash pick-up included. \$550 + heat/utilities, security, (607) 372-8773.

9:11-10:2p

HELP WANTED

PART TIME Help Wanted – Maintenance, lawn, leaves, etc. Call (607) 467-3094.

9:25 10:2c

BUSINESS SERVICES

GARBAGE COLLECTION & Light Trucking – Wright's Sanitation Service, Steve Wright. Phone (607) 467-2737. tfc

CEMETERY MONUMENTS and markers, large display. BAINBRIDGE MEMORIAL WORKS, 92 N. Main Street, Bainbridge, 967-3986. tfc

191 STORAGE, PA side of Hancock: 5x5 - \$30, 5x10 - \$40, 10x10 - \$60, 10x15 - \$75, 10x20 - \$95, 10x25 - \$115, 10x30 - \$130. (570) 635-5888. First month's rent moves you in. tfc

HARRY WARNER'S SANITATION – Garbage & Septic. Dump truck service also available. Call (607) 467-3129. tfc

WILL DO TAILORING, pet care, cleaning, and errands. Call Carol at 607-467-2643.

CORNERSTONE CAFE – Love to do your catering: weddings, showers, birthday parties, graduations, etc. Call (607) 467-1111 ask for Patty. tfc

PROFESSIONAL PET Grooming by Kristie Clark. Hancock/Deposit and surrounding areas. Silver-Lake Rd. Pick up available. 607-427-4537. eow

WANTED

ANTIQUES AND Collectibles wanted. Latimer Antiques. Fair prices paid. Call (607) 231-9456. tfc

WANTED 5 or more acres to purchase. Call Kevin McKee (607) 467-2474. 9:25-10:16p

LEGALS

Legal Notice

NOTICE OF PUBLIC HEARING

Town of Deposit, New York
NOTICE IS HEREBY GIVEN that a public hearing will be held before the Town Board for the Town of Deposit at the Deposit Town Hall on the 8th day of October, 2013, at 4:30 p.m., regarding the adoption of a Local Law to Override the Tax Levy Limit established in General Municipal Law §3-c. This law is being proposed to comply with subdivision 5 of the General Municipal Law §3-c which expressly authorized the Town Board to override the tax levy limit by the adoption of a local approved by vote of at least sixty per cent (60%) of the Town Board. At such time and place all persons interested in the subject matter thereof will be heard concerning the same.

Copies of the proposed law shall be available at the time of hearing and shall be available at times prior to and after the hearing at the Town Clerk's Office during normal business hours for the purpose of inspection or procurement by interested persons.

The proposed Local Law to Override the Tax Levy Limit Established in General Municipal Law §3-c establishes the Deposit Town Board's intent to override the limit on the amount of real property taxes that may be levied by the Town of Deposit.

Dated: September 17, 2013
Deposit, New York

By Order of Town Board
of the Town of Deposit
9:25.10:2c

Legal Notice

"Office for the Aging to Hold Public Hearing"
On Thursday, October 17th the Delaware County Office for the Aging will be conduct-

LEGALS

Public Notice

Adams CATV, Inc., has filed a Franchise renewal for the Village of Deposit with the New York State Public Commission, Albany New York. Interested parties may review the application file in the Village of Deposit Clerk's office during normal business hours.

Individuals wishing to file comments regarding the application may do so with the New York State Public Service Commission, at Three Empire State Plaza, Albany New York 12223. Copies of comments should be sent to the Town of Deposit and Adams CATV, Inc., Attention Wendy Hartman, 19 North Main Street, Carbondale PA 18407. 10:2, 10:9c

Legal Notice

Notice of Qualification of Colcon Development LLC. Authority filed with NY Dept. of State on 9/16/13. Office location: Broome County, LLC formed in CO on 10/7/11. NY Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to: c/o CT Corporation System, 111 8th Ave., NY, NY 10011, regd. agent upon whom process may be served. CO and principal business address: 14143 Denver West Pkwy., Suite 500, Golden, CO 80401. Cert. of Org. filed with CO Sec. of State, 1700 Broadway, Denver, CO 80290. Purpose: all lawful purposes. 9:25-10:30c

Legal Notice

Notice of Qualification of Universal Property Rentals, LLC. Authority filed with NY Dept. of State on 9/17/13. Office location: Cortland County, LLC formed in PA on 8/20/13. NY Sec. of State designated agent of LLC

10/9/13
DEPOSIT
COURIER

3 bedroom, 1 bath, East Main Road, Bainbridge, NY. \$625.00 + security deposit. You pay own electric, maintain lawn and driveway. Non-Smoking. No Pets. Credit/back ground check, (607) 467-2899. 10:9c

APT. FOR RENT, 4 bedroom, 1 bath, fully furnished. Old Route 10 Deposit, NY, \$900. Includes Electric, heat, TV and snow removal. Non-smoking, No Pets, Credit/back ground check, (607) 467-2899. 10:9c

APT. FOR RENT, 2 bedroom, 1 bath, Roods Creek Hancock, NY, \$800. Includes Electric and Heat and snow removal. You maintain lawn. Non-Smoking, No Pets, Credit/back ground check, (607) 467-2899. 10:9c

FOR SALE

19 acres with a hunting cabin, 400ft road frontage, borders state land, \$34,900. BCasey@realtyusa.com, 607-349-2580.

FIREWOOD FOR SALE - Cut, Split & Delivered. Call Dan Briggs at (607) 467-4018. tfc

YARD SALE

YARD SALE - Sun., Oct. 13, 10:00 a.m. - 4:00 p.m., 80 Pine St., Corner Dean, Rain cancels. 10:9c

YARD SALE-Name-brand clothing and accessories, books, household items, Christmas decor, Sat. Oct. 12, 9:00 a.m. to ?, 2874 County HWY 19, (Beebe Hill Road), Deposit. 10:9c

BUSINESS SERVICES

GARBAGE COLLECTION & Light Trucking - Wright's Sanitation Service, Steve Wright. Phone (607) 467-2737. tfc

CEMETERY MONUMENTS and markers, large display. BAINBRIDGE MEMORIAL WORKS, 92 N. Main Street, Bainbridge, 967-3986. tfc

191 STORAGE, PA side of Hancock: 5x5 - \$30, 5x10 - \$40, 10x10 - \$60, 10x15 - \$75, 10x20 - \$95, 10x25 - \$115, 10x30 - \$130. (570) 635-5888. First month's rent moves you in. tfc

HARRY WARNER'S SANITATION - Garbage & Septic.

made it wire is not home. John O'Connor, 79 Pine St., Deposit, NY 13754, 467-5516.

2ndw

LEGALS

Public Notice

Adams CATV, Inc., has filed a Franchise renewal for the Village of Deposit with the New York State Public Commission, Albany New York. Interested parties may review the application file in the Village of Deposit Clerk's office during normal business hours.

Individuals wishing to file comments regarding the application may do so with the New York State Public Service Commission, at Three Empire State Plaza, Albany New York 12223. Copies of comments should be sent to the Town of Deposit and Adams CATV, Inc., Attention Wendy Hartman, 19 North Main Street, Carbondale PA 18407. 10:2, 10:9c

Legal Notice

Notice of Qualification of Colcon Development LLC. Authority filed with NY Dept. of State on 9/16/13. Office location: Broome County. LLC formed in CO on 10/7/11. NY Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to: c/o CT Corporation System, 111 8th Ave., NY, NY 10011, regd. agent upon whom process may be served. CO and principal business address: 14143 Denver West Pkwy., Suite 500, Golden, CO 80401. Cert. of Org. filed with CO Sec. of State, 1700 Broadway, Denver, CO 80290. Purpose: all lawful purposes. 9:25-10:30c

Legal Notice

Notice of Qualification of Universal Property Rentals, LLC. Authority filed with NY Dept. of State on 9/17/13. Office location: Cortland County. LLC formed in PA on 8/20/13. NY Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to the PA and principal business address: P.O. Box 114, Wysox, PA 18854. Cert. of Org. filed with PA Sec. of the Commonwealth, 401 North St., Room 1005, Harrisburg, PA 17105. Purpose: any lawful purpose. 10:9-11:13c

Legal Notice

Notice of Qualification of State Financial Network, LLC. Authority filed with NY Secy

CWD is a highly contagious and deadly brain and nervous system disease that affects deer, elk, moose and other members of the deer family. CWD is always fatal and there are no vaccines or treatment available. The agent that causes the disease is called a prion and it is virtually indestructible. Prions are found in the lymph nodes, brain and spinal tissues of infected animals, which can shed (spread) prions in their urine, saliva, and feces. Also, certain parts of dead animals remain infectious on the landscape and in the soil for many years. There is no evidence that CWD can infect humans, but DEC urges caution when handling or processing CWD susceptible animals.

Individuals who hunt deer, elk or moose outside of New York should be familiar with New York's CWD regulation (6 NYCRR Part 189) regarding the importation of cervid carcasses and meat back into New York *before* returning home. It is illegal to bring in whole carcasses from any CWD susceptible animal taken at a shooting preserve or to bring in whole carcasses from any state or province that has had CWD confirmed in wild or captive cervid herds. It is also illegal to ship the unprocessed trophy head from those preserves or CWD positive states or provinces. It is legal to import finished mounted heads, however. A person may

• Locate meat processing state or province where hunting ahead of time get your carcass quickly and legally being to New York.

• If you decide to process own animals, de-boning deer, elk or moose you plan ahead and have equipment. You can find videos on the internet go hunting.

• If you intend to have mounted, you will need how to prepare the hide antlers to eliminate perfect CWD material

• Proper handling of and the trophy will eliminate the prohibited parts of New York's CWD regulation

DEC recommends to dispose of any cervid waste, even from New into a proper waste stream by putting butcher scraps

Kelsey M

State Certij

Home-coe
Half-b.

Call (607)
Visit:

SON THIN SPEAK THEMSE

THE DEPOSIT

RATES Delaware, Broome, Chenango
PER All Other Areas Within the
YEAR: Members of the Armed Forces