

**TOWN OF BIG FLATS AGENDA
WEDNESDAY, JULY 8, 2015 AT 4:30 P.M.**

WATER BOARD

CALL TO ORDER

NEW BUSINESS

Meter Installation Bid Award
Award Meters to Master Meter
2015 Ban Set Public Hearing

TOWN BOARD

CALL TO ORDER

CONCERNS OF PEOPLE

REPORTS

NEW BUSINESS

Municipal Highway Agreement
Communication Log

PROPOSED RESOLUTION NO.01-070815
A RESOLUTION TO APPROVE THE WATER DEPARTMENT
2015 METER INSTALLATION BID

Resolution by:

Seconded by:

WHEREAS a bid advertisement was approved by Res. No 144-15 on June 10, 2015 and published by the Town of Big Flats Water Department on June 12, 2015 and

WHEREAS bids were received by and opened by the Town Clerk and Town Attorney on June 26, 2015 at 2:00pm and,

WHEREAS the following meter installation bids were received:

- | | |
|---|--------------|
| • In Line Services Inc., Flemington, NJ | \$239,155.00 |
| • National Metering Services, Kearney, NJ | \$235,094.70 |
| • Saks Metering, Maspeth, NY | \$270,801.00 |

WHEREAS National Metering Services, Kearney, NJ had the lowest bid for the meter install, and

WHEREAS the Town of Big Flats Water Systems Supervisor recommends the project bid be awarded to National Metering Services, Kearney, NJ, and

WHEREAS, for environmental review purposes, administration is a Type II Action in accordance with SEQRA 6NYCRR Part 617.5(c) (20,25) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED the Town Board awards the bid proposal to National Metering Services, Kearney, NJ for the following:

2015 Meter Installation Project

For a price not to exceed \$235,094.70, (two hundred thirty-five thousand, ninety four dollars and seventy cents)

CARRIED: AYES

NAYS:

PROPOSED RESOLUTION NO.02 -070815
A RESOLUTION TO AWARD FOR PURCHASE OF WATER METERS

Resolution by:
Seconded by:

WHEREAS, the Water Department of the Town of Big Flats passed a resolution for the standardization of water meters and related equipment in on April 22, 2015, Res. No. 110-15, and

WHEREAS the Town of Big Flats Water Supervisor has received quotes for the radio read system (AMR) and the replacement meters (residential and commercial) for the remetering project as shown below:

Sensus Metering	4/3/15	\$504,540.00
Neptune Meters	4/3/15	\$405,527.87
Master Meter	4/2/15	\$386,827.05

WHEREAS for that purpose and on recommendation of its Water Department it is determined that the Water Department needed a meter with the radio transmitter located in the head to make it truly wireless. The Water Department also determined that the meter had to be able to be read without going into the service address. Master Meter's BLMJ 3G meters with integral radio read for meters 5/8" – 2" and their AMR system were the only ones that met all the criteria that the Water Department deemed necessary and

WHEREAS the Water Systems Supervisor recommends that the meters and AMR system be awarded to Master Meter for the reasons stated above, and

WHEREAS for environmental review, purchasing is a Type II action in accordance with SEQRA NYCRR, part 617.5 (c) (20, 25) and as such no further action is necessary regarding the same, now

BE IT THEREFORE RESOLVED that for reasons stated herein, the Town will award the purchase of water meters (AMR) and ancillary equipment to Master Meter, BLMJ 3G meters, drive by laptop reading system complete with software, interface software to billing system and for commercial meters, Master Meter Octave meters with external radio transmitters at a price not to exceed, \$386,827.05, (three-hundred eighty-six thousand, eight hundred twenty-seven dollars and five cents).

CARRIED: AYES:
NAYS:

PROPOSED RESOLUTION NO. 03-070815
A RESOLUTION TO SET A PUBLIC HEARING FOR A 2015 BAN FOR
WATER DEPARTMENT PROJECTS ON JULY 22, 2015, AT 7:00 P.M.

Resolution by:

Seconded by:

WHEREAS, the Town Board of the Town of Big Flats, Chemung County, New York, has caused to be prepared a plan and report, including an estimate of cost, pursuant to Section 202-b of the Town Law, relating to the increase and improvement of the facilities of Water Districts No. 4 and 5 in the Town of Big Flats, Chemung County, New York, consisting of (i) the purchase of water meters with radio read heads and software (\$550,000), the cost of which will be allocated between Water Districts No. 4 and No. 5, and (ii) the installation of a water booster pump station and generator to allow for an interconnection with the City of Elmira (\$450,000), the cost of which will be allocated entirely to Water District No. 5, including costs incidental thereto, at an aggregate maximum estimated cost of \$1,000,000; and

WHEREAS, it is now desired to call a public hearing on the question of the increase and improvement of the facilities of the Water District, in the matter described above, and to hear all persons interested in the subject thereof, concerning the same, in accordance with the provisions of Section 202-b of the Town Law; NOW,

THEREFORE, IT IS HEREBY ORDERED, by the Town Board of the Town of Big Flats, Chemung County, New York, as follows:

Section 1. A public hearing will be held at the Town Hall, in Big Flats, New York, in said Town, on July 22, 2015, at 7:00 o'clock P.M., Prevailing Time, on the question of the increase and improvement of the facilities of Water Districts No. 4 and 5 in the Town of Big Flats, Chemung County, New York, in the manner described in the preambles hereof, and to hear all persons interested in the subject thereof, concerning the same, and to take such action thereon as is required or authorized by law.

Section 2. The Town Clerk is hereby authorized and directed to cause a copy of the Notice of Public Hearing hereinafter provided to be published once in the official newspaper of the Town, and also to cause a copy thereof to be posted on the sign board of the Town, such publication and posting to be made not less than ten, nor more than twenty, days before the date designated for the hearing.

Section 3. The notice of public hearing shall be in substantially the following form:

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town Board of the Town of Big Flats, Chemung County, New York, will meet at the Town Hall, 476 Maple Street, in Big Flats, New York, on July 22, 2015, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing in relation to the proposed increase and improvement of the facilities of Water Districts No. 4 and 5 in said Town, consisting of (i) the purchase of water meters with radio read heads and software (\$550,000), the cost of which will be allocated between Water Districts No. 4 and No. 5, and (ii)

the installation of a water booster pump station and generator to allow for an interconnection with the City of Elmira (\$450,000), the cost of which will be allocated entirely to Water District No. 5, including costs incidental thereto, at an aggregate maximum estimated cost of \$1,000,000.

At said public hearing said Town Board will hear all persons interested in the subject matter thereof.

Dated: Big Flats, New York,
_____, 2015.

BY ORDER OF THE TOWN BOARD
OF THE TOWN OF BIG FLATS,
CHEMUNG COUNTY, NEW YORK

Town Clerk

CARRIED: AYES:
NAYES:

PROPOSED RESOLUTION NO. 04-070815
A RESOLUTION TO APPROVE THE MUNICIPAL HIGHWAY AGREEMENT

Resolution by:
Seconded by:

WHEREAS, all municipalities, including the Town of Big Flats have the power and authority to contract for the purpose of renting, leasing, exchanging or borrowing of machinery and equipment, with or without operators, with other municipalities, and

WHEREAS, all municipalities, including the Town of Big Flats have the power and authority to borrow or lend materials and supplies to other municipalities, and

WHEREAS, it is hereby determined that the Town of Big Flats and other municipalities have machinery and equipment which is not used at all times but lie idle during certain periods, and

WHEREAS, it is determined that the Town of Big Flats and other municipalities often have materials and supplies on hand which are not immediately needed, and

WHEREAS, it is hereby determined that by the renting, borrowing, exchanging or leasing of highway machinery and equipment and the borrowing or lending of materials and supplies, the Town of Big Flats and other municipalities may avoid the necessity of purchasing certain needed highway machinery and equipment and the purchasing of or keeping a large inventory of certain extra materials and supplies, thereby saving the taxpayers money, and

WHEREAS, it is recognized and determined, from a practical working arrangement, that no program of borrowing, exchanging, leasing or renting of highway machinery and equipment or borrowing or lending of materials can be successful if each individual arrangement or agreement has to receive prior approval by the Town Board and governing board of each of the other municipalities which may be parties to such agreements, since such agreements must often be made on short notice and at times when governing board are not in session , and

WHEREAS, it is incumbent upon each municipality to design a simple method whereby materials and supplies, equipment and machinery, including the operators thereof, may be quickly obtained with a minimum of paperwork and inconvenience and with a swift approval process, and

WHEREAS, it is the intent of this Town Board to give the Commissioner of Public Works the authority to enter into renting, exchanging, borrowing and lending agreements with the persons serving in similar capacities in other municipalities without the necessity of obtaining approval of the Town Board prior to the making of each individual agreement, and

WHEREAS, a standard contract has been prepared which is expected to be adopted and placed into effect in other municipalities which contract will grant the person holding the position comparable to that of superintendent authority to make similar agreements, and

WHEREAS, it is hereby determined that it will be in the best interests of the Town of Big Flats to be a party to such an agreement, and

NOW, THEREFORE, BE IT RESOLVED, that the chief executive officer of Town of Big Flats is hereby authorized to sign on behalf of the Town, the following contract:

MUNICIPAL HIGHWAY AGREEMENT

CONTRACT OF SHARED SERVICES

1. For the purposes of this contract, the following terms shall be defined as follows:

"Designated Filing Agent" shall mean the central place where all similar contracts for highway shared services are filed as agreed upon by all participating municipalities. It shall be, for the purposes of this Agreement, the clerk of the Chemung County Legislature.

"Municipality" shall mean any city, county, town or village within the County of Chemung, New York, which has agreed to be bound by a contract of shared services identical in terms and effect with this contract and has filed a certified copy of a resolution to that effect with the designated filing agent as defined herein.

"Contract" shall mean the text of this Agreement which is identical in terms and effect with similar agreements, notwithstanding that each such contract is signed only by the chief executive officer of each participating municipality filing the same, and upon such filing each filing municipality accepts the terms of the contract to the same degree and effect if each chief executive officer had signed each individual contract.

"Shared Services" shall mean any service provided by one municipality for another municipality that is consistent with the purposes and intent of this contract and shall include but shall not be limited to:

a. the renting, exchanging, or lending of highway machinery, tools and equipment, with or without operators, conditioned on such other municipality providing a similar service, or a service of equal value, in exchange;

b. the borrowing or lending of supplies between municipalities on a temporary basis conditioned upon the replacement of such supplies or conditioned upon the obtaining of equal value through the provision of a service by the borrower or by the lending of equipment by the borrower, the value of which is substantially equal to the borrowed supplies;

c. the providing of a specific service for another municipality, conditioned on such other municipality providing a similar service, or a service of substantially equal value, in exchange.

"Superintendent" shall mean, the person or agent appointed or elected to serve as Commissioner of Public Works, Director of Public Works, or the Superintendent of Highways, or other comparable position that is the head of the department of highway or public works (as the case may be) of the municipality signing this Agreement.

2. The undersigned municipality has caused this Agreement to be executed and to bind itself to the terms of this contract and it will consider this contract to be applicable to any municipality which has filed a similar contract in the office of the designated filing agent and which has sent a notice of such filing to the officer signing this Agreement.

3. The undersigned municipality by this Agreement grants unto the Superintendent the authority to enter into any shared service agreement with any other municipality or other municipalities subject to the following terms and conditions.

a. The undersigned municipality agrees to rent or exchange or borrow from any municipality any and all materials, machinery and equipment, with or without operators, which it may need for its public works purposes. The determination as to whether such machinery, with or without operators, is needed by the municipality shall be made by its Superintendent. The value of materials or supplies borrowed from another municipality under this Agreement may be returned in the form of similar types and amounts of materials or supplies, or by the supply of equipment or the giving of services of substantially equal value, to be determined by mutual agreement of the respective Superintendents.

b. The undersigned municipality agrees to rent, exchange or lend to any municipality any and all materials, machinery, and equipment, with or without operators, which such municipality may need for its purposes. The determination as to whether such machinery or material is available for renting, exchanging or lending shall be made by the Superintendent. In the event the Superintendent determines that it will be in the interests of the City/County/Town/Village to lend to any other municipality, the Superintendent is hereby authorized to lend, rent or exchanged to or with another municipality. The value of supplies or materials loaned to another municipality may be returned to the lending municipality by the borrowing municipality in the form of similar types and amounts of materials or supplies, or by the use of equipment or receipt of services of substantially equal value, to be determined by mutual agreement of the respective Superintendents.

c. An operator of equipment rented or loaned to another municipality, when operating such equipment for the borrowing municipality, shall be subject to the direction and control of the Superintendent of the borrowing municipality in relation to the scope of the work to be completed. However, the method by which the machine is to be operated shall be determined by the operator.

d. When receiving the services of an operator with a machine or equipment, the borrowing municipality's Superintendent shall make no request of any operator which would be inconsistent with any labor agreement that exists for the benefit of the operator in the municipality by which the operator is employed.

e. The lending municipality shall be liable for any negligent acts resulting from the operation of its machinery or equipment by its own operator. In the event damages are caused as a result of directions given by the borrowing municipality to perform work, then the lending municipality shall be held harmless by the borrowing municipality.

f. Each municipality shall remain fully responsible for its own employees, including salary, benefits and workers compensation.

4. The renting, borrowing or leasing of any particular piece of machinery or equipment, or the exchanging or borrowing of materials or supplies, or the providing of a specific service shall be evidenced by the signing of a memorandum by the Superintendent. Such memorandum may be delivered to the other party via mail, personal delivery, email or by facsimile machine. In the event there is no written acceptance of the memorandum, the using of the machinery, the receipt of the materials or supplies or the acceptance of a service shall be evidence of the acceptance of the offer to rent, exchange or lend.

5. In the event any shared agreement is made without a memorandum at the time of receipt of the shared service, the Superintendent receiving the shared service shall, within five (5) days thereof, send to the provider a memorandum identifying the type, time and date of the acceptance of the shared service. In the event such shared service related to or included the receipt of any materials or supplies, such memorandum shall identify such materials or supplies and the time and place of delivery.

6. In the event a municipality wishes to rent machinery or equipment from another municipality or in the event a municipality wishes to determine the value of such renting for purposes of exchanging shared services of a comparable value, it is agreed that the value of the shared service shall be as set forth in the memorandum.

7. All machinery, equipment and employees of the lending municipality, for purposes of workers' compensation, general commercial liability, and inland marine insurance coverages, shall be considered the machinery and equipment of and the employee of the municipality owning the machinery and equipment, which municipality shall maintain appropriate insurance coverages (proof of which must be made available upon request with reasonable notice).

8. Unless otherwise agreed to by the parties following any damage to machinery or equipment, in the event machinery or equipment being operated by an employee of the owning municipality is damaged or otherwise in need of repair while working on a project for another municipality, the municipality owning the machinery or equipment shall be responsible to make or pay for such repairs, except if the damage is caused by the negligence or intentional conduct of the borrower, in which case the borrower shall be responsible for the cost of repair and/or replacement of the machinery or equipment.

9. Records shall be maintained by each municipality setting forth all machinery rentals, exchanges, borrowings or other shared services. Such records will be available for inspection by any municipality which has shared services with such municipality.

10. Any action taken by the Superintendent pursuant to the provisions of this contract shall be consistent with the duties of such official and expenditures incurred shall not exceed the amounts set forth in the municipal budget for highway purposes.

11. A record of all transactions that have taken place as a result of the municipality participating in the services afforded by this contract shall be kept by the Superintendent, and a statement thereof, in a manner satisfactory to the governing body, shall be submitted to the governing body semi-annually on or before the first day of June and on or before the first day of

December of each year following the filing of the contract with the designated filing agent, unless the governing body requests the submission of records at different times and dates.

12. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part shall be deemed modified to the extent necessary to make it valid and operative, or if it cannot be so modified, then severed and the remainder of the contract shall continue in full force and effect as if the contract has been signed or filed with the designated filing agent with the invalid PROVISIONS modified or eliminated.

13. Any party to this contract may revoke such contract by sending a notice of such revocation to the designated filing agent and a copy thereof to each participating municipality filing as required by Paragraph 1 of this contract, within the definition of "Municipality." Upon the revocation of such contract, any outstanding obligations shall be settled within thirty (30) days of such revocation unless the parties with whom an obligation is due agree in writing to extend such date of settlement.

14. This contract may be signed in counterparts, and the signature of the undersigned municipality below shall bind said municipality to the terms hereof, to each and every other signing municipality. Original or copies of signed contracts from each signing municipality shall be filed with the designated filing agent, but the failure to do so shall not invalidate the provisions hereof.

15. This contract shall continue for a term of five (5) years from the date of its signing by the undersigned municipality unless sooner terminated pursuant to Paragraph 13 hereinabove.

Name of Municipality: _____

By: _____

Its: _____

CARRIED: AYES:
NAYS:

PROPOSED RESOLUTION NO. 05-070815
A RESOLUTION TO APPROVE THE COMMUNICATION LOG FOR JULY 8, 2015, AS
PRESENTED BY THE TOWN CLERK

Resolution by:

Seconded by:

BE IT RESOLVED that the following communications were received, accepted and filed by the Town Clerk of the Town of Big Flats and referred to the appropriate Department Head for information and/or action:

June 29, 2015

Sherry Scott, General Manager at Big Flats Chemung Canal Branch RE: Congratulation on organizing the first annual Open House in Big Flats. *Referred to: Town Board, Tricia Hartigan-Huten, the Community Center Committee, and Town Clerk for filing.*

June 29, 2015

Tricia Hartigan-Huten RE: Thanks for your support in making the 1st annual Open House a Huge success. *Referred to: Town Board and Town Clerk for filing.*

June 29, 2015

Southern Tier Regional Economic Development Council RE: DeMet's Candy Expansion. *Referred to: Town Board, code and Planning department, assessor, DPW and Town Clerk for filing.*

June 29, 2015

I-86 Corridor Project Stakeholder Team RE: Support of the Greater Sothern Tier BOCES Pathways in Technology. *Referred to: Town Board and Town Clerk for filing.*

July 1, 2015

Time Warner Cable – RE: July 1, 2015 Programming Notice Changes (CNY/JT). *Referred to: Town Board and Town Clerk for filing.*

CARRIED: AYES:

NAYS:



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Mary Engelbreit

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Ed, Trish + committee,

PERGEM
JUN 29 2015

★ WOOO ★
★ HOOO ★
★ WAY TO GO! ★

Congratulations ^{and} ★
organizing the first ★
Annual Open House! ★
in Big State. It was
a perfect evening and
you are all to be congratulated.
Best, Sunny



Thank You



ED -

Thank you for all your support in making the 1st annual Open House a huge success!! I Love working for the Town & these kind of events make it so much more worth it!!! Looking forward to our next great adventure!

Tricia ☺

RECEIVED
JUN 29 2015
BY:



Thank you for participating in the first annual Big Flats Community Center's Open House & Information Fair. Your time, efforts, talents and commitment helped to make the event very successful. I appreciate your assistance in showcasing our Town of Big Flats as the wonderful place it is to live, work and play. Looking forward to next years event!



Town of Big Flats Community Center
Patricia Hartigan-Huten, Director

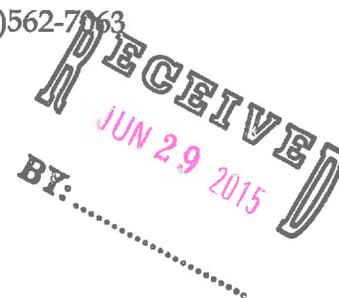
Town of Big Flats
Supervisor Edward Fairbrother
476 Maple Street
Big Flats, NY 14814
efairbrother@bigflatsny.gov



Phone (607)562-8443 ext 204

Fax (607)562-7663

Mr. G. Thomas Tranter Jr., Co-Chairman
Dr. Harvey G. Stenger, Co-Chairman
Southern Tier Regional Economic Development Council
c/o Empire State Development
44 Hawley Street, Room 1508
Binghamton, NY 13901-4453



RE: DeMet's Candy Expansion

Gentlemen:

On behalf of the Town of Big Flats, New York I am requesting the endorsement of the Southern Tier Regional Economic Development Council for DeMet's Candy Company's application for funding from New York State via the Upstate Revitalization Initiative (URI) and/or Consolidated Funding Application (CFA).

DeMet's Candy Company, an Empire Zone Certified Business, is proposing to expand their operations in Big Flats, New York rather than their facility in the Reading, Pennsylvania area which is also competing for the expansion project.

DeMet's Candy Company constructed a 100,000 sq. ft. food processing facility in Chemung County in 2009 at a cost of approximately \$10 million. The facility employs approximately 200 workers. The proposed facility expansion would include machinery, equipment, and utilities over a five year period at a cost of \$38 million. The project will result in the creation of 70 new manufacturing jobs.

The endorsement of the Southern Tier Regional Economic Council of this request would be greatly appreciated and has the support of the Big Flats Town Board.

Sincerely,

Edward Fairbrother
Town Supervisor, Town of Big Flats



June 25, 2015

Ms. Amy Cox
Office of K-16 Initiatives and Access Programs
New York State Education Department
Office of K-16 Initiatives and Access Programs
89 Washington Avenue
EB Room 505W
Albany, NY 12234

To Ms. Cox:

As chair of the I-86 Corridor Project Regional Stakeholder Team, I am happy to write a letter in support of the Greater Southern Tier BOCES Pathways in Technology Early College High School grant application. The goal of the I-86 Corridor Project is to strengthen the infrastructure in the region in order to foster economic growth. The GST BOCES P-TECH will be invaluable in helping us to achieve that objective.

With the Corridor in place and initiatives underway to attract new businesses and industries and expand existing ones, the major obstacle to sustaining this growth will be the region's lack of a qualified workforce. The P-TECH as envisioned by the GST BOCES consortium will provide a solution to this problem. Hundreds of hours of research, collaboration, and planning by the dedicated partnership behind the GST BOCES P-TECH has resulted in a program design that is meticulously aligned to the specific regional needs identified by local businesses and industries. Graduates of the GST BOCES P-TECH will be primed to transition smoothly into the workplace. They will possess not only a solid foundation of technical knowledge but also an understanding of the work environment as well as the necessary maturity to undertake their responsibilities seriously, qualities that will help them to advance in their chosen field and that will greatly benefit the company for which they work.

Therefore, I urge you to approve the GST BOCES P-TECH grant proposal. The partners, who include GST BOCES, Corning Community College, a consortium of local school districts, and regional industries, such as Corning Incorporated, Guthrie, and many others, are fully prepared to do what is necessary to implement and foster an innovative and sustainable program. The P-TECH academy is a natural corollary to the regional STEM initiative already fully activated throughout the component school districts and will be a boon to the region. Area companies will get top-notch employees, and all Southern Tier residents will reap the rewards of an improved economy and more educated workforce.

In closing, this proposal has the wholehearted endorsement of the I-86 Corridor Project Stakeholder Team.

Sincerely,

A handwritten signature in black ink, appearing to read "Ed Fairbrother", written over a white background.

Ed Fairbrother
Supervisor, Town of Big Flats, New York
Chair, I-86 Corridor Project Stakeholder Team

Linda J. Cross

From: Andalora, Catherine <catherine.andalora@twcable.com>
Sent: Wednesday, July 01, 2015 7:57 AM
Subject: Time Warner Cable - July 1, 2015 Programming Notice, (CNY)
Attachments: 07.01.15 CNY, JT LFA Program Notice.docx

Sent on behalf of Chris Mueller, Director Local Franchising, Time Warner Cable – Corporate, Northeast:

July 1, 2015

Dear Municipal Official:

I am writing to you as part of our ongoing efforts to keep you apprised of developments affecting Time Warner Cable subscribers in the Central New York Division.

Time Warner Cable's agreements with programmers and broadcasters to carry their services and stations routinely expire from time to time. We are usually able to obtain renewals or extensions of such agreements, but in order to comply with applicable regulations, we must inform you when an agreement is about to expire. The following agreements are due to expire soon, and we may be required to cease carriage of one or more of these services/stations in the near future where these services are offered:

WKTV SD&HD, WKTV DT2, WWNY SD&HD, WNYF SD&HD, GMA Life TV, GMA Pinoy, Go!TV SD&HD, NBC SportsNet SD&HD, Cinemax SD&HD, Cinemax West, Cinemax On Demand, 5 Star Max SD&HD, ActionMax SD&HD, ActionMax West, MaxLatino SD&HD, MoreMax SD&HD, MoreMax West, MovieMax SD&HD, OuterMax SD&HD, ThrillerMax SD&HD, ThrillerMax West, HBO SD&HD, HBO West, HBO On Demand, HBO 2 SD&HD, HBO 2 West, HBO Comedy SD&HD, HBO Comedy West, HBO Family SD&HD, HBO Family West, HBO Latino SD&HD, HBO Latino West, HBO Signature SD&HD, HBO Signature West, HBO Zone SD&HD, HBO Zone West, Outdoor Channel SD&HD, RFD, YooToo, Zap 2 It

In addition, from time to time, we make certain changes in the services that we offer in order to better serve our customers. The following changes are planned:

On or about August 10, 2015, Time Warner Cable will be making technical changes to our cable system that may disrupt your ability to view the following unencrypted ("in the clear") channel on a digital television or other device that includes a QAM tuner ("a ClearQAM device"): CBMT, CBOT, CFCF, CJOH, CKWS, PAX SD&HD, WBGH SD&HD, WBNG SD&HD, WBNG DT2 SD&HD, WBU SD&HD, WCAX SD&HD, WCFE SD&HD, WCFE DT2, WCFE DT3, WCFE DT4, WCNV SD&HD, WCNV DT2, WCNV DT3, WCNV DT4, WENY SD&HD, WENY DT2 SD&HD, WETK SD&HD, WETK DT2, WFFF SD&HD, WFFF DT2, WFXV SD&HD, WICZ SD&HD, WIVT SD&HD, WKTV SD&HD, WNYF SD&HD, WNYS SD&HD, WNYS DT2, WPBS SD&HD, WPBS DT2, WPBS DT3, WPNY SD&HD, WPTZ SD&HD, WPTZ DT2, WSKG SD&HD, WSPX SD&HD, WSTM SD&HD, WSTM DT3, WSTQ SD&HD, WSYR SD&HD, WSYR DT2, WSYR DT3, WSYT SD&HD, WSYT DT2, WTVH SD&HD, WUTR SD&HD, WVNY SD&HD, WWTI SD&HD, WWTI DT2. If this occurs, you will need to go into the settings menu on your ClearQAM device and perform a new channel scan in order to resume viewing this channel. Customers using digital cable set-top boxes will not notice any change. We apologize for any inconvenience.

Some of the new services listed above cannot be accessed by CableCard-equipped Unidirectional Digital Cable Products purchased at retail without additional, two-way capable equipment. You may downgrade or terminate service without charge at any time. Further, if carriage of a premium channel is discontinued and you have incurred installation, upgrade or other one-time charges relating to such premium service within six months prior to the date of the change, you may elect to downgrade or terminate service within 30 days and obtain a rebate of any such charge.

If you have any questions or concerns please feel free to contact me at 585-756-1326.

Sincerely,



Chris Mueller
Director, Local Franchising