

August 9, 2023

The Town Board of the Town of Harpersfield held a public hearing and regular meeting on August 9, 2023.

Present were: Lisa M. Driscoll, Supervisor  
Matthew J. Taylor, Councilmember  
Patrick F. Funk, Councilmember  
Erik R. Reeve, Councilmember  
Dwayne C. Hill, Councilmember

Also present: Russell Hatch, Supt. of Highways  
Linda E. Goss, Town Clerk

Others present: Ken Prestidge, Delaware Telephone Company  
Dave Lennon, Headwaters EMS  
Ray Baker, Headwaters EMS  
Meg Hungerford, Headwaters EMS  
Eileen King, Headwaters EMS  
Robert Prush  
Nora Lisanti-Ortiz  
Luis Ortiz  
Grace Taylor  
Elizabeth Page, Editor for The Mountain Eagle

The meeting was called to order at 7:02 PM by Supervisor Lisa M. Driscoll.

Supervisor Driscoll led the Board and those in attendance in the Pledge of Allegiance to the flag.

Supervisor Driscoll asked if the Board had received the minutes for the regular meeting held on June 14, 2023? The Board has received the minutes. Supervisor Driscoll asked the Board if they had any questions, comments, or corrections to be made to the minutes? The Board had no questions, comments, or corrections to be made to the minutes. A motion to accept the minutes for the regular meeting held on June 14, 2023 as presented was made by Matthew J. Taylor seconded by Patrick F. Funk. All voting Aye.

Supervisor Driscoll at 7:03 PM opened the public hearing for the Cable Television Franchise to DTC Cable, Inc.. This was discussed at the last Town Board meeting. Supervisor Driscoll informed the Board that both she and Attorney Lindsey Dodd have gone over the agreement. Ms. Dodd asked to change the franchise expiration from fifteen years to ten years. DTC Cable Incorporated asked the Town to leave the expiration date at fifteen years. Both Supervisor Driscoll and Ms. Dodd agreed to leave the expiration date at fifteen years. Supervisor Driscoll asked the Board and those present if anyone had any questions? No one present had any questions on the franchise agreement. The public hearing was closed at 7:05 PM.

RESOLUTION NO. 012 OF THE YEAR 2023

Councilmember Patrick F. Funk offered the following resolution and moved its adoption:

TITLE: A RESOLUTION IN THE MATTER OF THE GRANTING OF A CABLE TELEVISION FRANCHISE HELD BY DTC CABLE, INC. IN THE TOWN OF HARPERSFIELD, COUNTY OF DELAWARE, STATE OF NEW YORK.

WHEREAS, an application has been duly made to the Town Board of the Town of Harpersfield, County of Delaware, State of New York by DTC Cable, Inc., a company organized and existing and in good standing under the laws of the State of New York doing business at 107 Main Street, Delhi, NY 13753, for the approval of an agreement for DTC Cable, Inc. cable television franchise for fifteen (15) years commencing with the date of approval by the Public Service Commission; and

WHEREAS, the Franchise Agreement would bring the franchise in to conformity with certain provisions of the Federal Cable Communications Policy Act of 1984, as amended and certain court rulings; and

WHEREAS, a public hearing was held by the Town Board of the Town of Harpersfield, County of Delaware, State of New York on August 9, 2023 at 7:00 PM and a notice of the public hearing was published in The Daily Star on August 1, 2023 and August 8, 2023.

NOW, THEREFORE BE IT RESOLVED, the Town Board of the Town of Harpersfield finds that:

1. DTC Cable, Inc. has substantially complied with the material terms and conditions its existing franchise and with applicable law; and
2. DTC Cable, Inc. has the financial, legal and technical ability to provide these services, facilities and equipment as set forth in its proposal attached; and
3. DTC Cable, Inc. 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 Town Board of the Town of Harpersfield hereby grants the cable television franchise of DTC Cable, Inc. and the Town of Harpersfield for fifteen (15) years

commencing with the date of approval by the Public Service Commission and expiring fifteen (15) years hence.

BE IT FURTHER RESOLVED, that the Town Board of the Town of Harpersfield hereby confirms acceptance of this franchise agreement.

Seconded by Councilmember Dwayne C. Hill with the vote as follows:

Lisa M. Driscoll, Supervisor, Aye.

Matthew J. Taylor, Councilmember, Aye.

Patrick F. Funk, Councilmember, Aye.

Erik R. Reeve, Councilmember, Aye.

Dwayne C. Hill, Councilmember, Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

Town of Harpersfield  
In the Matter of the  
Cable Television Franchise  
To  
DTC Cable, Inc.

Dated: 8/09/2023

#### FRANCHISE AGREEMENT

THIS AGREEMENT, executed in triplicate this 9<sup>th</sup> day of August, 2023, by and between the Town of Harpersfield (hereinafter referred to as the Municipality), by the Supervisor acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the Board), party of the first part, and DTC Cable, Inc., a subsidiary of Delhi Telephone Company, a corporation organized and existing under the laws of the State of New York, the principal place of business of which is located at Delhi, New York 13753 (hereinafter referred to as the Company, party to the second part:

WITNESSETH

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

WHEREAS, Pursuant to the Communications Act of 1934, as amended (the "Communications Act"), the Board has the authority to grant cable television franchises and renewals thereof on

behalf of the Municipality and whereas the Board and the Company pursuant to said federal law and pursuant to applicable state laws and the regulations promulgated thereunder, have complied with the franchise procedures required of Municipalities and cable operators in the grant of cable television franchises or their renewal; and

WHEREAS, the Municipality has conducted negotiations with the Company and has conducted one or more public hearings on the Company's franchise proposal affording all interested parties due process including notice and the opportunity to be heard; said deliberations included consideration and approval of the Company's technical ability, financial condition, and character; said public hearing also included consideration and approval of the Company's plans for constructing and operating the cable television system; and

WHEREAS, Following such public hearings and such further opportunities for review, negotiations and other actions as the Board deemed necessary and that is required by law, the Board decided to grant the Company's franchise as provided hereinafter; and WHEREAS, The Board, in granting this franchise, embodied in the agreement the results of its review and any negotiations with the Company and has determined that said franchise agreement and the Company respectively, fulfills and will fulfill the needs of the Municipality with the respect to cable television service and complies with the standards and requirements of the New York Public Service Commission; and

WHEREAS, The Board, in granting this franchise, embodied in the agreement the results of its review and any negotiations with the Company and has determined that said franchise agreement and the Company respectively, fulfills and will fulfill the needs of the Municipality with respect to cable television service and complies with the standards and requirements of the New York Public Service Commission; and

NOW, THEREFORE, In consideration of the forgoing clauses, which clauses are hereby made a part of this franchise agreement, and the mutual covenants and agreements herein contained, the parties hereby covenant and agree:

#### SECTION 1 – DEFINED TERMS

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

- (a) "Basic Service" means such cable television service as is provided in the lowest Service Tier.
- (b) "Board" means the Board of Trustees of the Municipality.
- (c) "Cable Television Service" means
  - (1) The transmission to Subscribers of Video Programming, or other cable and communication services; and/or
  - (2) Subscriber interaction, if any, which is required for the selection of such Video Programming, or other communications services; and/or

(3) Interactive Service.

(d) "Cable Television System" means a facility, consisting of a set of closed transmission paths, including (without limitation) fiber optic wires or lines, and associated signal generation, reception and control equipment that is designed to provide Cable Television Service to multiple Subscribers within a community.

(e) "Communications Service" means the one-way or two-way transmission and distribution of analog or digital audio, video and/or data signals.

(f) "Company" means DTC Cable, Inc., its successors, assigns and transferees.

(g) "Effective Date" of this agreement shall be the date of confirmation of the Franchise, by the New York State Public Service Commission ("NYSPSC") agreed to by the parties.

(h) "Franchise" means the grant or authority given hereunder to the Company with the due consent of the Municipality, which consent or authority is evidenced by regulation, ordinance, permit, this agreement or any other authorization, to conduct and operate a Cable Television System in the Municipality in accordance with the terms hereof.

(i) "FCC" means the Federal Communications Commission, its designee and any successor thereto.

(j) "Interactive Service" means the two-way transmission of information over the Cable Television System including but not limited to, data transmission.

(k) "May" is permissive.

(l) "Municipality" means the Town of Harpersfield. Wherever the context shall permit, Board, and Municipality shall be used interchangeably and shall have the same meaning under this Franchise.

(m) "NYSPSC" means New York State Public Service Commission.

(n) "Person" means an individual, partnership, association, corporation, joint stock company, trust, corporation or organization of any kind, the successors or assigns of the same.

(o) "Service Tier" means a category of Cable Television Service provided by the Company over the Cable Television System for which a separate rate is charged for such category by the Company.

(p) "Shall" or "will" are mandatory.

(q) "Streets" means the surface of, as well as the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks and public grounds and water within or belonging to the Municipality.

(r) "Subscriber" means any person lawfully receiving any Cable Television Service in the Municipality provided over the Cable Television System.

(s) "Standard Drop" means a standard cable connection, defined as no more than one hundred fifty feet (150') from existing cable lines.

(t) "Video Programming" means any or all programming services provided by, or generally considered comparable to programming provided by a television broadcast station.

SECTION 2 – CONSENT TO FRANCHISE  
AND CONDITION PRECEDENT

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

(b) Without waiver or restriction of the rights available to the parties hereto under applicable law, this Franchise and the attachments hereto constitute the entire agreement between the parties and supersede any and all prior cable television agreements and other agreements or instruments by or between the parties hereto or their predecessors in interest as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to the cable television service.

(c) In the event any such grants of franchises, consents or other rights to occupy the Streets, or the provision of any service pursuant thereto, are on terms more favorable than those contained herein, the Grantor agrees to amend this Franchise (effective upon the grant to the other person) to overall provide such greater benefits or lesser burdens.

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

Should any part of this Franchise be changed or modified, by virtue of the above conditions, approval by the Public Service Commission will be required in order to effect such change or modification.

#### SECTION 3 – APPROVAL OF COMPANY BY MUNICIPALITY

The Municipality hereby acknowledges and agrees that this Franchise has been approved and entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Section 821 et seq. (hereinafter the “Communications Act”) and all other applicable laws, rules and regulations of FCC and the NYSPSC, and hereby represents and warrants that this Franchise has been duly approved and entered into in accordance with all applicable local laws. The Municipality hereby acknowledges that it, by duly authorized members thereof, has met with the Company for the purposes of evaluating the Company and negotiating and consummating this Franchise.

The Municipality has determined, after affording the public all adequate and due notice and opportunity for comment in public proceedings affording due process, that the Company is likely to satisfy cable related community needs and has found the Company’s technical ability, financial condition, and character to be satisfactory and has also found to be adequate and feasible the Company’s plans for constructing and operating the Cable Television System. In making said determination, the Municipality considered the past performance of the Company and its affiliated entities and the Company’s likelihood of satisfactory performance of its obligations hereunder and other factors the Municipality deemed necessary for approval of the Company as the cable television franchisee, which approval will not be unreasonably withheld.

#### SECTION 4 – TERM AND THE RIGHTS ARISING HEREUNDER

The Franchise herein granted and the rights arising here under are for a term commencing on the “Effective Date” and expiring fifteen (15) years therefrom.

Company and Municipality hereby agree that from the Effective Date until the date of NYSPSC confirmation hereof, Municipality and Company shall be bound by and comply with terms of this Agreement and shall take no action contrary thereto; from and after NYSPSC confirmation, Municipality and Company shall continue to be bound by and comply with the terms of this Agreement.

#### SECTION 5 – REVOCATION

(a) The Municipality may revoke this Franchise and all rights of the Company hereunder in any of the following events or for any of the following reasons:

(1) Company fails after sixty (60) days' written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provisions or material provisions of this Franchise. Notwithstanding the above, should the Company comply or take said reasonable steps to comply with said sixty (60) day notice, the right to revoke this Franchise shall immediately be extinguished; or

(2) Company is adjudged bankrupt; or

(3) Company attempts or does practice a material fraud or deceit in its securing of this Franchise.

(b) Notwithstanding the above, no revocation shall be effective unless and until the Municipality shall have adopted a resolution setting forth the cause and reason for the revocation and the effective date thereof, which resolution shall not be adopted until the expiration of sixty (60) days from the date of delivery of written notice to the Company specifying the reasons for revocation and an opportunity for the Company to be fully and fairly heard on the proposed adoption of such proposed ordinance or local law. If the revocation as proposed therein depends on a finding of fact, such finding of fact shall be made by the Municipality only after an administrative hearing providing the Company with a full and fair opportunity to be heard, including, without limitation, the right to introduce evidence, the right to the production of evidence, and to question witnesses. A transcript shall be made of such hearing at the cost of the Grantee with a copy provided to the Grantor at no charge. The Company shall have the right to appeal any such administrative decision to a court of competent jurisdiction.

(c) In no event, and notwithstanding any contrary provision in this section or elsewhere in this Franchise, shall this Franchise be subject to revocation or termination, or the Company be liable for noncompliance with or delay in the performance of any obligation hereunder, where its future to cure or to take reasonable steps to cure is due to Acts of God or other events beyond the control of the Company. The Company shall be excused from its obligations herein during the course of any such events or conditions, and the time specified for performance of the Company's time equal to the period of the existence of any such events or conditions and such reasonable time thereafter as shall have been necessitated by any such events or conditions.

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

#### SECTION 6 – INDEMNIFICATION & INSURANCE

(a) The Company hereby agrees to indemnify the Municipality for, and hold it harmless from, all liability, damage, cost or expense (including reasonable attorney's fees) arising from claims



of injury to persons or damage to property caused by reason of any negligent conduct undertaken by the Company, its employees or agents in the construction, installation and maintenance of the Cable Television System.

(b) The Company shall as of the Effective Date of this Franchise furnish to the Municipality evidence of a liability insurance policy or policies, in the form of a certificate of insurance naming the Municipality as an additional insured, on a primary and non-contributory basis, which policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise at the cost and expense of the Company; said policy and replacements shall be in the combined amount of Two Million Dollars (\$2,000,000.00) for bodily injury and property damage issued by a company authorized to do business in New York State. In addition, the Company shall carry Worker's Compensation insurance for its employees in such amounts as is required by the laws of the State of New York. The insurance coverage herein above referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

(c) Notwithstanding any provision contained within this Franchise, the Municipality and Company hereby expressly agree that the Company shall not be liable for and shall not indemnify the Municipality in any manner and in any degree whatsoever from or against any action, demand, claims, losses, liabilities, suits or proceedings arising out of or related to any (i) programming carried over or transmitted by or through the Cable Television System (other than locally originated programming produced by the Company), or (ii) the negligent or intentional wrongdoing of the Municipality or any of its employees, agents or officers.

#### SECTION 7 – USE OF EXISTING POLES AND LOCATION OF UNDERGROUND FACILITIES

In the event DTC Cable, Inc. finds it necessary to install additional facilities within the Town:

(a) The Company hereby agrees that when and wherever it deems it economical and reasonably feasible, it shall enter into agreements with telephone or electric or other utilities (collectively "utilities") for the use of said utilities' poles or conduit space whereby said utilities shall provide use of and access to said poles or conduit space by the Company of the Company's lines and other equipment. Notwithstanding the above, where necessary to service Subscribers and where attachment to the pole(s) or conduit space of utilities is not economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or conduit space or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorization which shall not be unreasonably withheld or delayed.

(b) Subject to the provisions of subparagraph (c), below, in such areas of the Municipality where it or any subdivision thereof shall hereafter duly require that all utility lines and related

facilities be installed underground, the Company shall install its lines and related facilities underground in accordance with such requirement.

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

#### SECTION 8 – RELOCATION OF PROPERTY

In the event DTC Cable Inc. finds it necessary to install additional facilities within the Town:

Whenever the Municipality or a public utility franchised or operating within the Municipality shall require the relocation or reinstallation of any property of the Company in or on any of the Streets of Municipality as a result of the relocation or other improvements of any such Streets, it shall be the obligation of the Company on written notice of such requirement to remove and relocate or reinstall such property as may be reasonably necessary to meet the requirements of the Municipality or the public utility.

The Company shall, on request of a person holding a building or moving permit issued by the Municipality, temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance the Company by the person requesting the same. The Company shall be given in such cases not less than five (5) working days, prior written notice in order to arrange for the changes required.

#### SECTION 9 – USE & INSTALLATION

In the event DTC Cable, Inc. uses any facilities not owned by and maintained by the Delhi Telephone Company:

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

The Company agrees to use its best efforts to install all Cable Television System equipment in a manner to reasonably minimize interference to be expected with the usual use of the Streets and in no event shall any such Cable Television System equipment be located so as to substantially and regularly interfere with the usual public travel on an Street of the Municipality. All work involved in the construction, installation, maintenance, operation and repair of the Cable Television System shall be performed in a safe, thorough and reliable manner and all material and equipment shall be of good and durable quality. In the event that any municipal property is damaged or destroyed in the course of operations by the Company, such property shall be repaired by the Company within thirty (30) days and restored to serviceable condition.

Whenever the Company shall cause or any person on its behalf shall cause any injury or damage to public property or Street, by or because of the installation, maintenance or operation of the Cable Television System equipment, such injury or damage shall be remedied as soon as reasonably possible after the earlier of notice to the Company from the Municipality or after the Company becomes aware of the same in such fashion as to restore the property or street to substantially its former condition.

Upon due notice to the Municipality, the Company is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property, (i.e. – in the public way) in the Municipality to the extent it reasonably deems necessary so as to prevent the branches or growths from coming in contact with the wires, cables and other equipment of the Company's Cable Television System. In the event a hazardous situation exists due to fallen trees or branches, the Company shall provide notice to the Municipality.

#### SECTION 10 – REMOVAL AND ABANDONMENT OF PROPERTY

No Cable Television Service, or portion thereof, may be abandoned by the Franchise during the term of this Agreement without the written consent of the Municipality.

If the use of any part of the Company's Cable Television System occupying the Streets of the Municipality is discontinued for any reason (other than for reasons beyond the Company's control) for a continuous and uninterrupted period of twelve months, the Company shall, on being given sixty (60) days prior written notice thereafter by the Municipality, provided not such notice is sent without a prior vote of the Board directing the forwarding of said notification, remove that portion of its Cable Television System from the Streets of the Municipality which has both remained unused and which the Municipality for good cause shown and articulated in said notice deems necessary to remove to protect the public health and safety. It is understood that the cost of any such removal shall be borne by the Company.

#### SECTION 11 – OPERATION AND MAINTENANCE; CONSTRUCTION AND LINE EXTENSION

(a) The Company shall maintain and operate its Cable Television System at all times in compliance with the duly promulgated and lawful provisions of Section 896 of the Rules and Regulations of the NYSPSC and the technical requirements of the FCC. The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled promptly in order to minimize busy signals and hold time. The Company shall have, at all times, a person on call able to perform minor repairs or corrections to malfunctioning equipment of the cable system. The Company shall respond to individual requests for repair service no later than the next business day. System outages, and problems associated with channel scrambling, and switching equipment, shall be acted upon promptly after notification. The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. The Municipality shall have the right and authority to request an inspection or test of the cable system by the NYSPSC, the FCC, or to have such inspection or test performed, all at the Municipality's expense. The Company shall fully cooperate in the performance of such testing.

(b) To the extent consistent with the subject to the Communications Act, and notwithstanding any other provision of this Agreement, any requests for Cable Television Service in areas outside the area presently served by the Company, with additional areas, if any, the Company is required to service either in accordance with this Agreement or the Rules and Regulations of the NYSPSC, shall be served as required by this Agreement or as required by such rules and regulations, provided the Company is economically and otherwise reasonably capable of compliance with such request.

(c) The Company is prohibited from abandoning any service to any area of the Franchise area or any portion thereof without the written consent of the Municipality. In the event the Company makes a showing of financial loss or technical infeasibility, such consent shall not be unreasonably withheld.

#### SECTION 12 – PUBLIC, EDUCATIONAL, GOVERNMENTAL ACCESS (PEG)

The Company provides access channel(s) designated for noncommercial, educational and governmental use by the public on a first come, first served, nondiscriminatory basis. DTC Cable, Inc. shall provide public, educational and governmental access channels in accordance with Part 895.4 of the rules and regulations of the New York State Public Service Commission and/or the Federal Communications Commission.

(a) Emergency Alert System. Grantee shall comply with the Emergency Alert System regulations of the FCC. The Emergency Alert System shall meet all Federal and State requirements.

(b) PEG Access Channels. Grantee shall make available PEG access and comply with the standards set for PEG as required by the regulations of the NYSPSC. Any PEG channel shall be shared with other franchising authorities served by Grantee's cable system. The Grantor shall indemnify, save and hold Grantee harmless from and against any liability resulting from the Grantor's use of the PEG Channels for municipal access.

## SECTION 13 – RATES

(a) To the extent consistent with applicable law, rules or regulations, rates and charges imposed by the Company for Cable Television Service shall be subject to the approval of the Town, New York State Department of Public Service and the FCC. The Company shall comply with all notice requirements contained in this Franchise Agreement and all applicable laws, rules and regulations pertaining to rates and charges for cable television service.

The Municipality acknowledges that it may not regulate the content of Cable Television Service except that under current Federal law it may exercise whatever rights it may have thereunder to object to or prohibit programming that is obscene or otherwise unprotected by the Constitution of the United States. To the extent not inconsistent with applicable laws, and notwithstanding any contrary provision of this Franchise, the Company may delete, add or rearrange Video Programming and other communication services, as well as Service Tiers, or portions thereof, as it deems necessary or desirable provided it has first notified the Municipality and its subscribers in accordance with the terms of this Franchise and applicable regulatory requirements.

(b) The Company shall not unfairly discriminate against individuals in the establishment and application of rates and charges for Video Programming or other communication services available to generally all subscribers. This provision is not intended to and shall not prohibit (i) sales, promotions or other discounts which the Company deems necessary or desirable to market its Video Programming and other services; (ii) the Company from providing any of its services (and at such rates) as it shall deem necessary or desirable to any or all Subscribers where cable television service or any similar service is offered or provided in competition with the Company's services; or (iii) the Company from discounting rates to persons who subscribe to any services on a seasonal basis or discounting rate to persons who subscribe to any services that are provided on a bulk billed basis.

## SECTION 14 – FRANCHISE FEES

(a) DTC Cable, Inc. shall pay the Municipality an amount equal to five percent (5%) of DTC Cable's Gross Revenues received by DTC Cable, Inc. directly from subscribers for cable services purchased by subscribers on a regular, recurring monthly basis and shall not include the amount attributable to franchise fees in the calculation of gross revenue.

(b) There shall be applied as a credit against the franchise fee the aggregate of: (i) any taxes, fees or assessments of general applicability imposed on DTC Cable, Inc. or any subscribers, or both, which are discriminatory against DTC Cable, Inc. or any subscribers, (ii) any noncapital expenses incurred by DTC Cable, Inc. in support of the PEG access requirements of this Franchise and (iii) any fees or assessments payable to the NYPSC which when combined with all other fees and credits would exceed five percent (5%) of gross revenues. DTC Cable, Inc. shall

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

(c) Payment of the franchise fee shall be due annually within sixty (60) days of the end of the calendar quarter. DTC Cable, Inc. shall submit to the Municipality, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.

(d) Notwithstanding the above, if in any calendar year, the total number of DTC Cable's cable television subscribers (monthly average) in the Municipality divided by DTC Cable's total route miles (as reported to the Office of Real Property Tax Services) of Cable Television System in the Municipality is ten (10) or less, the franchise fees stated above shall not be assessed or payable for that calendar year. This "Waiver of Franchise Fee" provision may be terminated by the Municipality, at any time within the Agreement Term with thirty (30) days written notice to DTC Cable, Inc..

SECTION 15 – SERVICE TO PUBLIC FACILITIES  
AND ACCOUNTABILITY PROVISIONS

(a) At the request of the Municipality, the Company shall provide and maintain a single standard service outlet to each school, firehouse and municipality owned building which is occupied for governmental purposes, and police station as agreed to herein or as may be reasonably requested by the Municipality within sixty (60) days after the Effective Date of this Franchise provided the point chosen by the Company for connecting to such wire to the institution is no further than two hundred feet (200') from the closest feeder line of the Cable Television System. All such connections shall be above ground except where all utility lines and cables in the area are underground. The Municipality shall not extend such service to additional outlets, at its expense, without the express written consent of the Company.

(b) The Company shall maintain the following records:

(1) A record of all service orders received regarding subscriber complaints including the date and time received, nature of complaint, date and time resolved, and action taken to resolve.

(2) A log showing the date, approximate time and duration, type and probable cause of all cable system outages, whole or partial, due to causes other than routine testing or maintenance.

(c) To the extent not inconsistent with or prohibited by the provisions of Section 631 of the Cable Act and all other laws relating to subscriber privacy, the Municipality reserves the right to inspect any and all records the Company is required to maintain pursuant to this Franchise upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office.

## SECTION 16 – ADDITIONAL SUBSCRIBER SERVICES

(a) Payment of Cable Television Service rendered to Subscribers is due and payable in advance. A late charge, as determined by the Company, shall be applied to delinquent accounts.

(b) Payment for equipment provided by the Company to Subscribers and the installation, repairs and removal thereof shall be paid in accordance with the Company's standard and customary practices and applicable rules and regulations of the FCC.

(c) The Company shall have the right to disconnect delinquent Subscribers and charge such Subscribers therefor a disconnection charge as determined by the Company, where:

(1) At least five (5) days have been lapsed after written notice of discontinuance has been served personally upon a Subscriber; or

(2) At least eight (8) days have lapsed after mailing to the Subscriber written notice of discontinuance addressed to such person at the premises where the service is rendered.

(d) Notice of the Company procedures for reporting and resolving billing disputes and the Company's policy and the Subscriber's rights in regard to "personally identifiable information", as that term is defined in Section 631 of the Communications Act, will be given to each Subscriber at the time of such person's initial subscription to the Cable Television System Services, and thereafter to all Subscribers as required by Federal and State law. The Company will provide notice to each Subscriber, at intervals of not more than one year, of the procedure for reporting and resolving Subscriber complaints.

(e) The Company shall offer to, and shall notify in writing, the Subscribers of the availability of locking program control devices which enable the Subscriber to limit reception of obscene or indecent programming in the Subscriber's residence. Any Subscriber requesting such device shall pay the Company in full upon receipt of the same the charge imposed by the Company therefor. The notice provided by the Company shall be given to new Subscribers at the time of installation and thereafter to all Subscribers as required by the Federal or State law.

(f) The Company shall give credit for Cable Television System outages involving all Video Programming and other services carried on the Cable Television System, which outage is due to no fault of the affected Subscriber. Such credit shall be provided in accordance with all applicable Federal and State laws and regulations.

(g) In accordance with the applicable requirements of Federal and State laws, the Company shall provide written notice of any increases in rates or charges for any Cable Television Service.

(h) The Administrator, for the Municipality for this Franchise shall be the Supervisor of the Municipality. All correspondence and communications between the Company and the Municipality pursuant to this Franchise shall be addressed by the Company to the Administrator.

(i) It is agreed that all Cable Television Service offered to any Subscriber under this Franchise shall be conditioned upon the Company having legal access to any such Subscriber's dwelling units or other units wherein such service is to be provided.

SECTION 17 – SEPARABILITY, POLICE POWERS, GOVERNING  
LAW, REQUESTS FOR AUTHORIZATIONS AND NONDISCRIMINATION

If any section, subsection, sentence, clause, paragraph or portion of this Franchise (as well as any law or regulation applicable or purported to be applicable to this Franchise) is for any reason held to be invalid, void, unenforceable, illegal or unconstitutional by any court of competent jurisdiction, such law, regulation or provision of this Franchise shall be deemed separate and distinct and shall have no effect on the validity of the remaining portions hereof.

To the extent not inconsistent with or contrary to applicable Federal law, the terms of this Franchise shall be governed and construed in accordance with the laws of the State of New York. The parties hereby acknowledge and agree that any provisions of this Franchise or any existing or future State or local laws or rules that are inconsistent with or contrary to any applicable Federal law, including the Cable Act, as the same may be amended, are and shall be prohibited, preempted and/or superseded to the extent of any inconsistency or conflict with any applicable Federal laws.

The Town reserves the right to adopt, in addition to the provisions of this Franchise and existing applicable regulations, such additional regulations as it shall find necessary in the exercise of its police powers, provided however, that such regulations are reasonable and not materially in conflict with the privileges granted in this Franchise.

The Company shall file requests for all necessary operating authorizations with the NYSPSC and the FCC within sixty (60) days of the Effective Date of this Franchise.

The Company shall not refuse to hire or employ and shall neither bar nor discharge from employment, and shall not discriminate against any person in compensation, terms or conditions of employment because of age, race, creed, color, national origin or sex.

SECTION 18 – CONTRACTS IN FULL FORCE

All agreements with third parties necessary for the Company to fulfill the terms of this Agreement are valid agreements and are in full force and effect at the time of this Agreement and will remain in full force and effect during the term of this Agreement.

SECTION 19 – NOTICE

All notices, reports or demands shall be given either by email with designated email address or in writing and shall be deemed delivered when received by United States certified mail, return



receipt requested, or on the date of delivery to addressee when sent by express mail or by electronic transmission or by any other means to the parties and locations:

When to the Company: DTC Cable, Inc.  
PO Box 271  
107 Main Street  
Delhi, NY 13753  
Email: [jason@delhitel.com](mailto:jason@delhitel.com)

When to the Municipality: Town of Harpersfield  
25399 State Hwy 23  
Harpersfield, NY 13786  
Email: [tohclerk@gmail.com](mailto:tohclerk@gmail.com)

#### SECTION 20 – FURTHER ASSURANCES

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

#### SECTION 21 – INTEGRATION

This Franchise supersedes all prior negotiations between the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and permitted assigns. This Franchise may be amended (except as otherwise expressly provided for herein) only behalf of both parties. To the extent required by State law, amendments hereto shall be confirmed or approved by the NYPSC. Changes in rates charged or Cable Television Services rendered by the Company shall not be deemed an amendment to this Franchise.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one original.

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

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

#### SECTION 22 – NO JOINT VENTURE

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

#### SECTION 23 – ASSIGNMENT

The Company shall not assign this Franchise without the prior written consent of the Municipality, which consent shall not be unreasonably withheld or delayed. The foregoing shall not apply to the assignment by the Company to any entity which is a subsidiary of or is affiliated with it.

#### SECTION 24 – DEPARTMENT OF PUBLIC SERVICE APPROVAL

The terms of this Franchise agreement are subject to the approval of the Department of Public Service.

#### SECTION 25 – AREA SERVED

(a) The Franchise rights and obligations set forth in this agreement shall be applicable to the Town of Harpersfield.

(b) Line Extension Policy:

(1) Primary service area shall include each of the following within the franchised area:

a) Those areas where cable television plant has been built without a contribution in aid of construction by subscribers;

b) Those areas, if any, where DTC Cable, Inc. is obligated by the terms of its Franchise to provide Cable Television Service without a contribution in aid of construction by subscribers;

c) Any area adjoining an area described in subparagraph “a” or “b” of this paragraph which contains dwelling units at a minimum rate of twenty (20) homes per linear mile of aerial cable. The Company will review the financial feasibility of areas with less than twenty (20) homes per mile when requested by the municipality.

d) if the average number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph (the average is to be determined by dividing the sum of the dwelling units in areas described in subparagraphs "a" and "b" of this paragraph by the number of linear miles of cable in the same areas) is less than twenty (20), then any area adjoining an area described in subparagraphs "a" and "b" of this paragraph and which contains at least the same number of dwelling units per linear mile of aerial cable in areas described in subparagraphs "a" and "b" of this paragraph.

(2) Line extension area shall be any area within the franchised area which is not the primary service area.

a) Within one (1) year after receipt of all necessary operating authorization Cable Television Service will be offered throughout the authorized area to all subscribers requesting service in any primary service area;

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

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

"C" equals the cost of construction of new plant; "CA" equals the average cost of construction per mile in the primary service area. "P" equals the lower of twenty (20) or the average number of dwelling units per linear mile of "a" and "b" of paragraph 1 of this section. "LE" equals the number of dwelling units requesting service in the line extension area. "SC" equals subscriber contribution in the line extension area.

(3) Whenever, subsequent to the date which the Company is obligated to provide service throughout the primary service area, a potential subscriber located in a line extension area requests service, DTC Cable, Inc. will, within thirty (30) days of the request, conduct a survey to determine the number or potential subscribers located in the line extension area and shall inform each of the potential subscribers of the contribution in aid of construction that may be charged. DTC Cable, Inc. may require prepayment of the contribution in aid of construction. DTC Cable, Inc. shall apply for pole attachment agreements within thirty (30) days of its receipt of contribution in aid of construction. Cable Television Services must be made available to those who made a contribution in aid within ninety (90) days from the receipt of pole attachment agreements by the Company.

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

(5) During a five (5) year period commencing at the completion of a particular line extension, a pro-rated refund shall be paid to previous subscribers as new subscribers are

added to the particular line extension; the amount of the refund, if any, shall be determined by application of the formula annually. The refunds shall be paid annually to subscribers, or former subscribers, entitled to receive them. The Company shall not be required to provide refunds to any previous subscriber otherwise entitled to a refund who is no longer at the same address and who has not informed the Company of the subscriber's new address.

(6) Cable Television Service will be provided to any Subscriber who demands service and who is located within two hundred fifty feet (250') of aerial feeder cable, and that the charge for the installation for any subscriber so situated will not be in excess of the installation charge specified in the Franchise.

(7) The Company shall review line extensions in May of each year to reflect the number of subscribers per mile so that adjustments or rebates for line extension contribution in aid of construction may be established.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be duly executed by their duly authorized representatives the day and year first written above.

DTC Cable, Inc.

By: \_\_\_\_\_

Name: Jason Miller

Title: General Manager

Date: August 9, 2023

Municipality: Town of Harpersfield

By: \_\_\_\_\_

Name: Lisa M. Driscoll

Title: Town Supervisor

Date: August 9, 2023

Supervisor Driscoll informed the Board that next on the agenda is the Cold War Veterans Exemption discussed with Walter Keller at the last Town Board meeting. A discussion was had on the Veterans Exemptions currently in place. There are fifty two Veterans who receive Veterans exemptions in the Town. A question was asked are we talking about a lot of money? Supervisor Driscoll answered that she did not know. That would be a question to ask the Town

Assessors. The discussion continued. A question was asked how many people would qualify for the Cold War Veterans Exemption? Supervisor Driscoll did not have an answer for this question. The discussion continued. A question was asked what warrants a Cold War Veteran? The answer was it will be anybody who served in the military between September 2, 1945 to December 26, 1991. The discussion continued. The Board at this time with the information that they have do not want to move forward with the Cold War Veterans Exemption. If someone comes to the Board with more information on Cold War Veterans Exemption they will consider it at that time.

Supervisor Driscoll informed the Board that next on the agenda is the Assessors local law resolution. She has sent the Board a copy of the local law with the dates corrected. The terms of office for the present elected Assessors for the Town will terminate as of October 1, 2023. Then moving forward the Town will have two appointed Assessors having the titles of Tax Assessor Chairperson and Tax Assessor. The term will be from October 1, 2023 to September 30, 2029. It is a six year term.

RESOLUTION NO. 013 IN THE YEAR 2023

At a regular meeting of the Town Board of the Town of Harpersfield held on August 9, 2023 at 7:00 PM at the Town Hall Councilmember Matthew J. Taylor offered the following resolution and moved its adoption:

TITLE: RESOLUTION BY THE TOWN BOARD OF THE TOWN OF HARPERSFIELD TO CONSIDER A LOCAL LAW ENTITLED "A LOCAL LAW CHANGING FROM AN ELECTED BOARD OF ASSESSORS TO TWO APPOINTED ASSESSORS FOR THE TOWN OF HARPERSFIELD, DELAWARE COUNTY, NEW YORK" AND SCHEDULING A PUBLIC HEARING FOR THE SAME.

WHEREAS, the Town of Harpersfield Town Board would like to consider a local law changing from an elected board of Assessors to appointing two Assessors; and

WHEREAS, the Town Board Members and the Town's Attorney have reviewed a proposed Local Law establishing the offices of two appointed assessors and terminating the elected board of Assessors.

NOW, THEREFORE BE IT RESOLVED, that the Town Board accepts the proposed local law.

BE IT FURTHER RESOLVED, that a copy of the draft Local Law shall be placed in the Town Clerk's office and made available for public inspection; and

BE IT FURTHER RESOLVED, that the Town Board will hold a public hearing for consideration of the Local Law on September 13, 2023, at the Town Hall; and

BE IT FURTHER RESOLVED, that the Town Clerk is hereby authorized and directed to publish notice of said hearing in the official Town newspaper and to post copies of such notice in the manner provided by law.

WHEREUPON, the Resolution was seconded by Councilmember Patrick F. Funk and was put to a vote and recorded as follows:

Lisa M. Driscoll, Town Supervisor, Aye.

Matthew J. Taylor, Town Councilmember, Aye.

Patrick F. Funk, Town Councilmember, Aye.

Erik R. Reeve, Town Councilmember, Aye.

Dwayne C. Hill, Town Councilmember, Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

LOCAL LAW NO. 003 OF THE YEAR 2023

A LOCAL LAW CHANGING FROM AN ELECTED BOARD OF ASSESSORS TO TWO APPOINTED ASSESSORS FOR THE TOWN OF HARPERSFIELD, DELAWARE COUNTY, NEW YORK.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF HARPERSFIELD AS FOLLOWS:

SECTION 1. AUTHORITY:

The purpose of this Local Law is to permit the Town of Harpersfield, New York to change from an elected Board of Assessors to two (2) appointed Assessors having the titles of Tax Assessor Chairperson and Tax Assessor. It is adopted pursuant to New York Real Property Tax Law Section 328 and Municipal Home Rule Law Section 10.

SECTION 2. TERMINATION OF TERMS OF CURRENT ASSESSORS:

The terms of office for the present elected Assessors for the Town shall terminate as of October 1, 2023, and from and after that date shall be two appointed Assessors for the Town, having the titles Tax Assessor Chairperson and Tax Assessor.

SECTION 3. APPOINTMENT AND TERMS OF OFFICE OF APPOINTED ASSESSORS.

As set forth in Section 310 of the Real Property Tax Law, the two appointed Assessors shall be appointed by the Town Board. The term of office for the initially appointed Assessors shall be a 6 year term commencing October 1, 2023, through September 30, 2029. Thereafter, the Town Board may reappoint the initially appointed Assessors or appoint different Assessors for the next term.

SECTION 4. SEVERABILITY:

The invalidity of any clause, sentence, paragraph or provision of this Local Law shall not invalidate any other clause, sentence, paragraph or part thereof.

SECTION 5. REPEALER; SUPERSESION:

All Local Laws or Ordinances or parts of Local Laws or Ordinances in conflict with any part of this Local Law are hereby repealed.

#### SECTION 6. REFERENDUM CLAUSE:

This Local Law shall not be subject to a mandatory or permissive referendum.

#### SECTION 7. INCONSISTENCY:

All other Local Laws and Ordinances of the Town of Harpersfield that are inconsistent with the provisions of this Local Law are hereby repealed; provided however, that such repeal shall only be to the extent of such inconsistency and in all other respects this Local Law shall be in addition of such other Local Laws or Ordinances regulating and governing the subject matter covered by this Local Law.

#### SECTION 8. SAVINGS CLAUSE:

If any clause, sentence, paragraph, work, section or part of this Local Law shall be adjudged by any court of competent jurisdiction to be unconstitutional, illegal or invalid, such judgement shall not affect, impair or invalidate the remainder, thereof, but shall be confined in its operation of the clause, sentence, paragraph, work, section or part thereof directly involved in the controversy in which judgement shall have been rendered.

#### SECTION 9. EFFECTIVE DATE:

This Local Law shall take effect immediately upon filing in the Office of the New York State Secretary of State as provided by law.

Supervisor Driscoll informed the Board that next on the agenda was an AED for the Town Hall and recertification for the AED at the Transfer Station. She reported to the Board that the AED at the Transfer Station expired at the end of July. The company is sending us a replacement unit to have on hand while we send our expired unit in to be recertified. Once we receive our recertified unit back we need to return the replacement unit. Our AED unit has to be recertified once a year and inspected once a month. Councilmember Funk asked is there a cost for recertifying the AED unit once a year? Supervisor Driscoll answered \$30.00.

Councilmember Funk informed the Board that he has looked into an AED unit from Adirondack Health and Wellness. This is the company that Audio Sears uses and they do a fantastic job. They had to use an AED and Adirondack Health and Wellness were there the next morning to give them a new AED and took the old AED to download the data. When checking the cost of AED's Adirondack Health and Wellness was high but Councilmember Funk negotiated a lower price for the Town. Included in the price for \$240.00 they come on station every year and check the machine and the pads. Supervisor Driscoll asked will they check the old and new AED or just the new AED? Councilmember Funk answered they will check both the old and new AED. The unit from Adirondack Health & Wellness will be a refurbished Zoll AED. It has a seven year warranty. Supervisor Driscoll added that the Headwaters EMS liked the Zoll AED because

they can hook up their sensor to it and get readings right away. They recommended a Zoll AED. Councilmember Funk continued the Zoll AED unit will cost \$699.00 per unit, including the seven year warranty, CPR D Adult Pads, a soft carry case and batteries. A metal wall mounted AED cabinet and triangle signage is \$175.00. The AED Medical Oversight, Deployment and Compliance will include medical prescription and monitoring review compliance, Pad agreement guidelines, procedures and protocols, ongoing monitoring of current guidelines and deployment “use” reset and reporting to State requirements will cost \$240.00 a year for two AED’s. Any time an AED is used it needs to be reported and Adirondack Health & Wellness will take care of that. The cost of AED pads and batteries replacement will need to be determined when needed. The total cost will be \$1,114.00. The Town will still be responsible to check the units monthly to make sure the batteries are charged. Adirondack Health & Wellness is located in the Albany area. Supervisor Driscoll added that Headwaters EMS has come up to the Town Hall and helped her determine where to place the new AED. It will be in the meeting room above the light switch. The discussion continued. A motion to purchase a refurbished Zoll AED which will include a seven year warranty, CPR D Adult Pads, a soft carry case, batteries, a wall mounted metal AED cabinet, triangle signage the AED Medical Oversight, Deployment and Compliance that will include medical prescription and monitoring review compliance, Pad agreement guidelines, procedures and protocols, ongoing monitoring of current guidelines and deployment “use” reset and reporting to State requirements for two AEDs and AED pads and batteries replacement to be determined when needed at a cost of \$1,114.00 was made by Patrick F. Funk seconded by Matthew J. Taylor. All voting Aye.

Supervisor Driscoll informed the Board that next on the agenda was Delaware County Local Law No. 20 of 2023 titled “Local Law Of The County of Delaware Providing Real Property Tax Exemptions For Volunteer Firefighters And Ambulance Workers Pursuant to Section 466-A Of The Real Property Tax Law. At the County level they passed a resolution to adopt this local law to give “The primary residential real property in the County that is owned by an enrolled member of an incorporated Volunteer Fire Company, Volunteer Fire Department or incorporated Voluntary Ambulance Service that provides services within the County shall be exempt from taxation and assessments levied by the County to the extent of ten percent (10%) of the assessed value of such property, exclusive of special assessments, subject to the requirements set forth in this herein.” She asked the Board to look over this local law. If the Board has any questions please let her know. A discussion was had. The Town Board agreed that the County should pass this local law as the Volunteer Firefighters and Volunteer Ambulance workers who have to go through so much training and give so much time to the community should get this exemption.

Supervisor Driscoll informed the Board that next on the agenda was Headwaters Ambulance Service’s monthly report. They will be providing the Town a report monthly. Meg Hungerford introduced Eileen King, Dave Lennon and herself, Headwaters EMS Board members and Ray Baker, Headwaters EMS Director of Operations. Ms. Hungerford informed the Board that Headwaters EMS Board members meet on the third Thursday of every month. What they are



anticipating moving forward is the Headwaters EMS Board will receive these reports and review them. Shortly after that the report will be forwarded on to Supervisor Driscoll and the Town Board. Ms. Hungerford continued that they were at this meeting to review the report, update it and answer any questions that the Town Board might have. The first report is a financial report. This reflects in the budget column an \$868,000.00 budget. That is the draft budget that was presented to the Boards back at the end of last year when the Agreement and the contract for EMS Services were put into place. Ms. Hungerford is sure that there will be changes and they will have to move money around but this gives everyone a starting point. The items highlighted in yellow they anticipate them to be one time expenses which will not occur every year. With an ambulance over time we will need to replace it. They are hoping to set aside funds in the future to replace those type of things. Ms. Hungerford continued that Headwaters EMS's first goal is to fund operations then they will start thinking ahead to having to replace equipment. At the top of the report these are the finances through July 17<sup>th</sup>. Future reports will be for the previous entire month. The other report that the Board has are the calls that have been responded to broken down by Town and mutual aid. Operations began on April 25, 2023. The few calls responded to in April have been incorporated in Mays figures. At the bottom of the report there are a few bullet points which are highlights of recent activity. Ms. Hungerford added that they are most of the way through the process of getting their ALS status. They are working on the final State approval. Their second ambulance was put into service today. They are not anticipating having two crews at this point. The second ambulance is there in case one ambulance needs to be taken out for maintenance or any other issues. They will be evaluating going forward whether or not it makes sense to have two crews on at certain periods of time to do things like transports to generate additional revenue. The Headwaters Board feels that it is important to get stable operations going with at least one crew twenty four hours a day which was the desire of the Towns. Ms. Hungerford continued that there is a third report which the Town Board did not receive this month that should be provided next month. That will be the ambulance billing report from the billing company. Headwaters Ambulance Service has since this budget vs actual report came in have sent out bills and started to receive income that is going to the Towns. She does not know if the Supervisor has seen any deposits being made into the Town's account. Supervisor Driscoll responded that she has not. Ms. Hungerford added that next month they anticipate that they will have those reports which will show what has been billed, what has been paid, and to start that process of transferring those funds from the Towns to Headwaters Ambulance Service. Councilmember Funk asked Ms. Hungerford if the billing for those deposits, for which ever Town it was in, will receive the deposits for that Town? Ms. Hungerford answered yes, with one exception the ALS (Advanced Life Support). Ray Baker added that the ALS is complicated. You have to start with something called VMAC it's a Board you have to get ALS approval. Then you have to get FOX to get on Board for the drugs. Then you have to get the State to review everything. Headwaters Ambulance Service and the Attorney felt that it would be crazy to do this three times for all three Towns. So the ALS portion is going to be Stamford's. That way they only had to do that one time. Ms. Hungerford continued that yes since they are doing ALS

calls it will be by town. Then we will work through the billing and the reports that we can generate so that we can see how the ALS flows through on those reports and whether or not we can break it down. Although this is all reported under Stamford three of these ALS calls were actually in Harpersfield. We have got to get more familiar with the billing software and its reporting capabilities. Mr. Baker confirmed that they will be able to tell where the calls were but it is actually going to be billed to Stamford the ALS portion of it. Supervisor Driscoll asked have you figured out how to do the mutual aid? There was a discussion as to where Headwaters EMS is going and exactly how that is going to work? Mr. Baker answered you can see we had a call to Roxbury. That meant nobody else was available. We were the closest to take that call. There is a mutual aid agreement that by law we have to follow. Councilmember Taylor asked is that a billing thing? If it is a billing thing then how does that work? Do you send that through a Town? Mr. Baker answered what we are going to do is if we take a mutual aid call to Roxbury we will pick the closest Town which will be Stamford. We will bill from Stamford. If we went to a mutual aid call in Davenport we would bill from Harpersfield. Councilmember Funk asked if Headwaters Ambulance Service is responding to a mutual aid call and then they get a call from one of the three Towns will you break away from the mutual aid call and come back to one of the three Towns? Mr. Baker answered it would depend on the severity of the call. Typically the answer would be no. He can tell you from his years of experience if you were going to Davenport for a BLS (Basic Life Support) call, somebody tripped and hurt their leg, and as you were headed to that call another call came in for heart attack in one of the Towns they will divert back. So it depends on the call. Councilmember Funk asked so legally you have to do that? Mr. Baker answered that legally the closest appropriate. We don't have to take an ambulance and go to Sidney or anything like that. If it is close to the Towns legally we do. Councilmember Funk added that the question is going to come up from someone that says we are a tax payer why are we sending our ambulance out and they are not responding when we need them. The discussion continued. Mr. Baker added that you can opt out of the mutual aid agreement. It takes some work and an attorney to do it. The discussion continued. Mr. Baker continued that their goal is to service the three Towns. Councilmember Reeve asked how is the money distributed? Is that how that works? Councilmember Funk answered that where ever the call originates from the money will go to that Town. The Town then turns the money over to Headwaters Ambulance Service. The Town does not keep any of the money. The Towns are a pass through because they hold the certificates of need. Supervisor Driscoll added that it will take Headwaters Ambulance Service years to get a certificate of need. The Towns could get a certificate of need faster. Councilmember Taylor added at whatever point Headwaters Ambulance Service feels it is time to apply for their own certificate of need the Towns will then be taken out of the mix. Both Ms. Hungerford and Mr. Baker stated that after a full year of operation they will apply for a certificate of need. The Towns certificates of need are good for two years. Councilmember Taylor added that after two years the Towns could also renew the certificates of need. Mr. Baker agreed. Supervisor Driscoll asked in the Town of Stamford's calls how many of them are from Robinson Terrace? Mr. Baker answered that he did not have that number. Approximately last month out of

twenty eight calls from the Town of Stamford eighteen were from Robinson Terrace. Ms. Hungerford continued to discuss mutual aid. She thinks that this is a conversation that we will all have to continue having. What is our goal? The group has just come from the Town of Stamford's Board meeting. One of the Councilmembers was concerned about a call that happened just over the Stamford line, in Schoharie County, part of the Stamford Fire District, and wanted Headwaters EMS to respond. Headwaters EMS could not respond because Schoharie County Ambulance were responding. It is not like Headwaters EMS got called on mutual aid but the Stamford Councilmember just wanted Headwater EMS to be able to go. She thinks there are different sides to mutual aid responses. Ms. Hungerford thinks that it is something that the Towns and Headwaters EMS will have to work through. They certainly do not want to be in a position where Headwaters EMS rigs are out in other places that are not serving the primary purpose. Councilmember Taylor asked are the Robinson Terrace calls broken up, because I see a number of runs to Stamford, more than Harpersfield, but Robinson Terrace is located in Harpersfield? Mr. Baker answered there are two facilities one on Buntline Drive the other on State Hwy 23. These calls are split up between the two facilities and two Towns on the reports. Mr. Baker continued that a lot more calls come from the Buntline Drive facility. Councilmember Taylor added that since Headwaters EMS had begun it has been wonderful. All he has heard is positive. Ms. Hungerford added that they will not be able to come to every Town Board meeting it is important to keep good communication going between everyone. If the Town Board has any questions, concerns or things that come up between these reports certainly reach out to Mr. Baker or herself. We are in this together. Councilmember Taylor added that the Town Board appreciates the Headwaters Ambulance Board because you are doing this as volunteers.

Supervisor Driscoll informed the Board that next on the agenda is a resolution for the Town of Harpersfield to contract with Headwaters Emergency Services Inc. to make a tax revenue payment for operation within the Town's boundaries for the 2024 service. Supervisor Driscoll needs this resolution to authorize her to sign the Three Town Agreement For Payment For Emergency Medical Services in the total sum of \$100,000.00.

RESOLUTION NO. 014 OF THE YEAR 2023

Councilmember Patrick F. Funk offered the following resolution and moved its adoption:

WHEREAS, under the provisions of Article 30 of the NYS Health Law 3008(7)(a) Towns are permitted to establish and operate an ambulance service; and

WHEREAS, the Town of Harpersfield, a municipality in Delaware County, New York, has determined that it is in the best interest of health, safety and welfare of the Town and the Town's residents to establish, contract for the operation of the ambulance service pursuant to General Municipal Law § 122-b; and

WHEREAS, the Town Board has determined that all property, property owners and interested persons within the Town are benefited by the establishment and operation of an ambulance service; and

WHEREAS, the Town of Harpersfield has entered into an agreement with Headwaters Emergency Medical Services, Inc. to provide ambulance services to the residents and persons situated within the Town of Harpersfield, dated January 9, 2023 (“Ambulance Service Agreement”); and

WHEREAS, the Ambulance Service Agreement governs the duties, obligations, responsibilities and rights of the parties related to the operation of ambulance services within the Town of Harpersfield; and

WHEREAS, Paragraph 3(A) of the Ambulance Service Agreement mandates that “the tax revenue payment, if any, for the 2024 service shall be negotiated and agreed to no later than November 1, 2023”; and

WHEREAS, pursuant to Paragraph 3(A) of the Ambulance Service Agreement, the Town of Harpersfield and Headwaters Emergency Services, Inc. have negotiated such tax revenue payment; and

WHEREAS, this Town Board has been presented with a payment agreement reflecting the negotiated terms of the tax revenue payment and said Town Board has examined and approved the same as to both form and content and desires to enter into said agreement.

IT IS HEREBY RESOLVED THAT, the Town of Harpersfield, County of Delaware, State of New York, having duly contracted with Headwaters Emergency Services, Inc. to provide ambulance service to the Town of Harpersfield, declares that the Town contract to make a tax revenue payment to Headwaters Emergency Services, Inc., an ambulance service under contract, for operation within the Town’s boundaries for the 2024 service; and

IT IS FURTHER RESOLVED, that the Supervisor of the Town of Harpersfield shall be empowered to take all steps necessary to make such contract and perform according to such contract.

Seconded by Councilmember Matthew J. Taylor with the vote as follows:

Lisa M. Driscoll, Supervisor, Aye.

Matthew J. Taylor, Councilmember, Aye.

Patrick F. Funk, Councilmember, Aye.

Erik R. Reeve, Councilmember, Aye.

Dwayne C. Hill, Councilmember, Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

The Three Town Agreement For Payment For Emergency Medical Services has just been given to Headwaters Emergency Medical Services, Inc. and they still need to review it and sign it before Supervisor Driscoll and the other Town Supervisors sign it. The discussion continued.

Supervisor Driscoll informed the Board that next on the agenda was a speed limit for Quaker Hill Road and Tedle Brook Road requested by resident Robert Prush. Mr. Prush reported to the Board that he has pictures of people doing 360's on the road. They go through the Stop signs, go between 50 mph and 60 mph on both Quaker Hill Road and Tedle Brook Road and they don't care. Mr. Prush has animals. The loud exhaust chases his horses across his fields. He has dogs that he won't let near the road because of the speeding vehicles going by. Supervisor Driscoll told Mr. Prush that Tedle Brook Road is posted with a speed limit of 40 mph or 45 mph. Russell Hatch added that he went up and checked on the speed limit signs that had been posted. He found only one sign is still there. He will get more signs to replace the ones that are missing. Mr. Prush stated that he would like the speed limit to be lower. Councilmember Funk asked Russell if all of Tedle Brook Road is located in the Town of Harpersfield? Russell answered no a portion is located in the Town of Kortright. Russell Hatch continued that there is no speed limit on Quaker Hill Road. NY State DOT tells the Town what the speed limit should be on both Roads. Lisa Driscoll added that there is a process that needs to be followed. Councilmember Funk asked if all of Quaker Hill Road is located in the Town of Harpersfield? Russell answered yes. Councilmember Funk informed Mr. Prush that the Town can only request a speed limit for the portion of Tedle Brook Road that is located in the Town. The discussion continued. Supervisor Driscoll informed Mr. Prush that the Town will replace the speed limit signs on the Town's portion of Tedle Brook Road. We will ask NYS DOT to come in and look at Quaker Hill Road. We can not change the speed limit unless they allow us to reduce it. Mr. Prush continued that he has called the police. They just say that it is up to the Town of Harpersfield. The discussion continued. Supervisor Driscoll continued if people do not follow the speed limit placed on the road you have to call the police and they have to ticket them. We as a Town are not enforcing speed limits. The discussion continued. Supervisor Driscoll continued that as a Town we have rules that we have to follow. We are looking into your complaint and we will do the things that we can do. The discussion continued.

Supervisor Driscoll informed the Board that next on the agenda is Local Law No. 001 of the Year 1979, Requirement For Written Notification Of Highway Defects or the Prior Written Notice Law and the process for capturing all incidents. After comparing the above Local Law with the 2023 Local Law there were not many significant differences. It was decided that the Town will keep Local Law No. 001 of the Year 1979 and just implement and update the process for capturing all incidents. In the Board's packets was an Incident Report. On the Incident Report form it has been added at the bottom of the page that the person making the complaint should contact Linda E. Goss, Town Clerk, Christine Bellinger, Town Clerk Assistant, Russell Hatch, Supt. of Highways, Otis Schermerhorn, Deputy Supt. of Highways or Lisa M. Driscoll, Town Supervisor during regular business hours unless it is an emergency and cannot wait. Supervisor Driscoll went over the form line by line. Russell Hatch asked that Joseph E. Seeley, Highway employee

be added to the contact list as he is the one that generally answers the telephone at the Highway Garage. It was agreed to add Joseph E. Seeley to the contact list. A discussion was had on the importance of documenting all complaints received. Once the Incident Report is completed a copy needs to be given to Linda E. Goss or Christine Bellinger within one business day. Ms. Goss or Ms. Bellinger will then email the completed form to the Town Board within five business days of the received notice.

Supervisor Driscoll reported to the Board that the air conditioner at the Post Office has stopped working. Linda E. Goss had contacted Mirabito Energy Products to come and see if the unit could be repaired. Mirabito Energy Products found that the unit could not be repaired and needs to be replaced. This air conditioner is the original one from when the building was built. Supervisor Driscoll contacted the Post Office to see if any particular air conditioner was needed to replace the broken unit. Supervisor Driscoll received an answer in writing from the Post Office that the air conditioner needed to be replaced. They did not specify any particular air conditioner. Ms. Goss contacted Mirabito Energy Products for an estimate to replace the air conditioner. A copy of the estimate was reviewed by the Board. The Board asked Ms. Goss if she had gotten any other estimates? Ms. Goss answered no as she did not know of anyone else who replaced air conditioning units. A discussion was had. It was decided that Councilmember Funk contact Holbrook Heating, Inc. for another estimate to replace the air conditioning unit. Supervisor Driscoll informed the Board that she would email them the estimate from Holbrook Heating, Inc. and she needed a decision as soon as possible to replace the broken air conditioner.

Supervisor Driscoll informed the Board that the new transfer station stickers are ready to be issued. The stickers have the Town's or Village's name on them. The stickers will go outside of the vehicle on the driver's side window. The Town's will begin issuing stickers on August 21<sup>st</sup> through October 31<sup>st</sup>. Each Town Clerk will also give each applicant the updated rules and regulations for the Transfer Station. Supervisor Driscoll has come up with a form that each Town Clerk will complete with the information required to get a sticker. Each Town Clerk will also verify an applicant's address by the Tax Roll. Supervisor Driscoll would like this information to be put on the computer once a month so that everyone has access to who has stickers. There will be two stickers issued to each household. Long term renters with proof of residence (lease, utility bill, etc.) will be issued a sticker. The discussion continued.

Supervisor Driscoll reported to the Board that the Transfer Station will not be taking mattresses and box springs. If the mattresses are put into C & D when they get to Walton they are removed. If they get wet they are heavier which cost more to get rid of. A large sign is at the entrance of the Transfer Station. People do not read it. A discussion was had.

Supervisor Driscoll informed the Board that the sludge pump down stairs in the Transfer Station is not working. It will cost approximately \$1,000.00 to replace it. A question was asked where does the sludge go? Supervisor Driscoll answered that they are working it out.

Supervisor Driscoll reported to the Board that the telephone and internet at the Transfer Station are still located in the old office and need to be moved to the new container. They also need to install a ringer for the telephone outside of the container so that the employees can hear it.

Supervisor Driscoll informed the Board that they also need to install cameras at the Transfer Station. It is unclear if the cameras that are currently there are working as the monitor for the cameras is not working. She has contacted Sentry who say that they are coming next week. Once it is determined if any of the equipment is working Supervisor Driscoll will check the budget to see how to proceed. This may be a project that will need to wait until next year. A discussion was had on what can be done if someone does not adhere to the regulations at the Transfer Station. Supervisor Driscoll informed the Board that she will look into it further.

Supervisor Driscoll reported to the Board that she will start working on grants to pave the parking lots and replace some concrete at the Transfer Station. A discussion was had. Supervisor Driscoll asked Russell Hatch to check on the cost of concrete. The demolition of the old concrete can be done by the Highway employees. Both grants can be matched with in kind services. A lot of the concrete is still in good shape. Supervisor Driscoll asked Russell Hatch to get her the costs or man hours and equipment.

Councilmember Taylor reported to the Board on Paint Care. This is a company that recycles paint. They mix all of the paint that is collected and donate it. They do this with no cost to the Transfer Station. The area where the paint is to be collected will need a roof and chain link fence around the boxes. Councilmember Taylor was given a list of references. He spoke to both Chenango County and the City of Utica. They had nothing bad to report about Paint Care. They felt Paint Care made things easy. Councilmember Taylor asked how much manpower does this process take and was told they will spend very little time on this. They do accept oil base paint, latex paint and many other things. The oil based paint is burned. The latex paint is reused. They will also accept empty paint cans and spray cans. They will not take paint thinner. Paint Care will also train the Transfer Station employees on what needs to be done. A question was asked does latex paint freeze? Councilmember Taylor was not sure. He will ask and report back to the Board. Supervisor Driscoll added that this will be good for the community. Councilmember Taylor asked the City of Utica if Paint Care picks up on certain days or are there limits to how much paint can be taken? The answer was yes. The contract is for 30 to 40 cans of paint. The Transfer Station can start small. They can limit the amount of paint they will be taking to two gallons once a day. The Transfer Station can set a limit on the amount and which day or days that they will be collecting paint. Councilmember Taylor feels that this is a positive change. A motion was made that the Transfer Station move forward with Paint Care was made by Matthew J. Taylor seconded by Erik R. Reeve. All voting Aye. Supervisor Driscoll asked Councilmember Taylor to contact Paint Care to get the process started and get information on a container.

Supervisor Driscoll discussed with the Board posting information on Facebook. She feels that it should be a Board decision as to what information to post on Facebook. This way everyone is on the same page. A discussion was had.

Councilmember Funk asked Supervisor Driscoll if farmers can still bring plastic and bailing twine to the Transfer Station? Discussed was that farmers bring the plastic and bailing twine in a pick up truck and not every day. Farming is a business the same as a commercial business. The Transfer Station is not seeing as many farmers bringing plastic and bailing twine as years ago. The plastic and bailing twine have to be treated as C & D not regular garbage. There are more contractors than there are farmers. Supervisor Driscoll informed the Board that the County landfill charges farmers getting rid of plastic and bailing twine the same as C & D. It was decided that for the time being the Transfer Station will stick to the C & D rules for farmers getting rid of plastic and bailing twine. Supervisor Driscoll will ask Tyson Robb how to handle the farmers bringing in plastic and bailing twine to the Transfer Station and report back to the Board.

A discussion was had on C & D. The issues discussed were contractors dumping C & D, the 55 gallon drum measurement being difficult to bring in and when the Transfer Station employees are busy and not near the C & D box people dumping garbage into the box. During the discussion a Transfer Station employee stated that they were going to use their own judgement on when to abide by the Town's limit of a 55 gallon drum measurement. The Board finds it difficult to enforce the existing rule of a 55 gallon drum measurement for C & D if the Transfer Station employees are doing what they want when they want. The Board feels it is important to follow the existing limit of the 55 gallon drum measurement for C & D at all times for everyone using the Transfer Station.

Supervisor Driscoll informed the Board that she has received the annual agreement between the Town of Harpersfield and the Heart of the Catskills Humane Society. There have been no changes to the agreement.

#### AGREEMENT NO. 005 OF THE YEAR 2023

Councilmember Patrick F. Funk offered the following agreement and moved its adoption:

This agreement, made this 30<sup>th</sup> day of June, 2023, between the Town of Harpersfield (the "Town"), in Delaware County and THE HUMANE SOCIETY OF CENTRAL DELAWARE COUNTY, INC. (d/b/a HEART OF THE CATSKILLS HUMANE SOCIETY) ("HCHS"), in Delhi, NY;

WHEREAS, The Town occasionally has stray or lost dogs that are picked up by its employees;

NOW, THEREFORE, in consideration of the premises and the consideration hereinafter recited, the parties agree as follows:



1. The Town assumes all responsibility for the handling and turning over of any dog to HCHS and agrees to hold harmless and defend HCHS from any and all claims in connection with the picking up and turning over of said animals, and euthanizing of any such animal turned over to HCHS by the Town.
2. In the case where the Town has a holding facility for the handling of stray dogs, the Town will hold such animals for five days before turning over such animals to HCHS on the sixth day.
3. The Town agrees to pay HCHS a fee of forty dollars (\$40.00) for each dog turned over to HCHS by the Town, its agents or employees.
4. If the Town is not a township in Delaware County, the Town shall also pay an annual contract fee of \$250.00 to HCHS, due upon signing this agreement.
5. For court ordered holds, for any animal brought to HCHS in connection with allegations of animal cruelty, the Town will be charged a boarding fee of \$10.00 per day for each animal (dog) for the period of time of the hold or, in the case of an animal cruelty case, the period of time before the prosecuting authority notifies HCHS in writing that it does not require the animal to be held in connection with its prosecution, payable by the Town upon receipt of billing from HCHS.
6. HCHS assumes all responsibility for collecting fees from any person who redeems any animal that has been turned over to HCHS by the Town. HCHS assumes all responsibility for collecting impoundment fees from any person who redeems an animal that has been turned over to HCHS by the Town. HCHS will keep all impoundment fees as part of HCHS's \$40.00 fee (as set forth in paragraph 3 above) and will bill the remainder of that fee to the Town, which fee shall be payable upon receipt of billing from HCHS.
7. The Town shall deliver the animals to HCHS by the Dog Control Officer of the Town, or a duly designated agent or employee of the Town. The Dog Control Officer shall keep a record of all such animals left with HCHS.
8. The Town understands that fees of HCHS are subject to change. HCHS will notify the Town thirty (30) days before any change is to take effect.
9. HCHS agrees to bill the Town for stray animals brought to the shelter by the Dog Control Officer.
10. HCHS agrees to accept, upon payment of the fees mentioned above, any animal brought to it by the Town and to take good care of each animal as is HCHS's usual practice.
11. Following the expiration of the redemption period as outlined in Article 7 of the New York State Agriculture and Markets Law ("Article 7"), Section 117 (4) & (6), ownership of seized dogs will be transferred to HCHS pursuant to Article 7, Section 117 (7) for the purpose of placing them in adoptive homes, transferring them to the State University of New York, foster care or

another approved shelter, or for any other lawful purpose as provided in Article 7, Section 117 (7-a).

12. This agreement may be cancelled upon review of same by the governing body of either party. Each party agrees to give the other party thirty (30) days' written notice of cancellation.

Seconded by Councilmember Matthew J. Taylor with the vote as follows:

|          |                                  |      |
|----------|----------------------------------|------|
| Adopted: | Lisa M. Driscoll, Supervisor     | Aye. |
|          | Matthew J. Taylor, Councilmember | Aye. |
|          | Patrick F. Funk, Councilmember   | Aye. |
|          | Erik R. Reeve, Councilmember     | Aye. |
|          | Dwayne C. Hill, Councilmember    | Aye. |

Supervisor Driscoll reported to the Board that she is looking into getting computers for the Town. Some Departments are using personal computers. She would like to purchase computers that will use the same software and server. That way everyone's information will be available to whoever needs it. She has received a quote from C. J. Karcher, owner of Level Up Tech Support LLC for the Board to look over. Copies of this quote are in the Board members packets. Supervisor Driscoll is also looking into software for the Town Clerk to record and print the discussion at the Town Board meetings. Then all she would have to do is edit that information. Supervisor Driscoll feels it is time for the Town to move forward. She will keep the Board informed.

Supervisor Driscoll informed the Board that she has called the bond company to see how much the Town still owes on the Bond. She is also going to ask them if the Town can pay the Bond off? That way the Town can save on the interest.

A discussion was had on the petition that Susan Fortier gave to Supervisor Lisa Driscoll after the July Town Board meeting was closed. The Board decided that any petition submitted for them to review needs to be given to them while the meeting is in session. While reviewing this petition it was noted that many of the signatures were not from Town of Harpersfield residents. The Board decided that any petition submitted for them to review should have Town of Harpersfield resident's signatures.

Councilmember Funk reported to the Board that the Village of Stamford Department of Public Works has painted no parking spots on South Street and State Hwy 23/Main Street. A discussion was had.

Councilmember Hill informed the Board that after speaking to the Village of Stamford's Deputy Mayor, Jim Kopp, they are replacing the bridge on South Street. A discussion was had.

Russell Hatch reported to the Board that a meeting has been set on September 19, 2023 with NY State Senator Peter Oberacker over the issue with CHIPs funds and not being able to use these funds to resurface roads for ten years. They have not been able to set up a meeting with NY State Assemblyman Christopher Tague. Russell stated that they want to get as many Highway Superintendents as possible to speak to the Senator and Assemblyman. It was suggested that they meet at Danny's Restaurant in Walton when the Delaware County Highway Superintendents have their meeting. A discussion was had.

Russell Hatch informed the Board that the grant paperwork for the Reed Road and Gun House Hill Road projects has been submitted by Delaware County Soil and Water to New York State in the amount of \$650,000.00.

Russell Hatch reported to the Board that he should be getting the spec sheet for the new truck this week. The new truck should be ready by the first quarter next year. He feels that CHIPs funds for this year can be used to purchase the new truck. He has asked that Supervisor Driscoll write a grant to the Robinson Broadhurst Foundation to oil and stone roads for next year.

Russell Hatch asked the Board to add some paperwork to the Driveway Permit Application that is on the Town's website. He also asked that the local law be attached to the Driveway Permit Application on the Town's website.

Linda E. Goss informed the Board that the July Town Clerk report was not complete for the Town Board meeting. She will email a completed copy to the Board.

The abstract and vouchers for the month of July were presented to the Board. Presented were General Claims #152 to #178 in the amount of \$7,641.93, Highway Claims #103 to #118 in the amount of \$8,985.90 and Transfer Station Claims #041 to #050 in the amount of \$9,755.80. A motion to pay the vouchers as presented was made by Patrick F. Funk seconded by Matthew J. Taylor. All voting Aye.

Supervisor Driscoll informed the Board that the June Supervisor report was not complete for the Town Board meeting. She will email a completed copy to the Board.

Councilmember Reeve asked if there is a way that the Town can give farmers a break? Supervisor Driscoll asked Councilmember Reeve to be specific. Linda E. Goss informed the Board that the Town has adopted Local Law No. 001 of the Year 1990, Titled: Support Of Farming Practices In The Town of Harpersfield. Councilmember Funk asked for a copy of the local law. A discussion was had. In reference to farmers bringing their plastic and bailing twine to the Transfer Station a suggestion was made that they clean the plastic. They should also call ahead to make sure there is room in the box for them to dump the plastic and bailing twine. A suggestion was made to check with the other Town Supervisors to see what they are doing.

Linda E. Goss informed the Board that she has received an Incident Report in writing on August 4, 2023 from Flora Zimmerman. The complaint is speeding cars on Zimmerman Road. The

complaint is as follows: "Cars speeding on Zimmerman Road is a big hazard for Great Grandchildren to go to pond and for us to get out of our driveway. Need speed bumps to slow them down. They are still racing when they are on Zimmerman Road. A discussion was had. What Russell Hatch can do is put up "Slow" or "Caution" signs. He will order these signs for Zimmerman Road.

The meeting was adjourned.

The next public hearing and regular meeting of the Board will be held on Wednesday, September 13, 2023 at 7:00 PM.

Linda E. Goss

Town Clerk

