

July 10, 2024

The Town Board of the Town of Harpersfield held two public hearings and a regular meeting on July 10, 2024.

Present were: Lisa M. Driscoll, Supervisor  
Patrick F. Funk, Councilmember  
Erik R. Reeve, Councilmember  
Dwayne C. Hill, Councilmember  
Donna M. VanSickell, Councilmember

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

Others present: Sallyann McCarty  
Peter S. Pirog  
Elizabeth Page, Editor for The Mountain Eagle  
Henry L. Browning  
Thomas VanSickell

The meeting was called to order at 7:00 PM by Supervisor Lisa M. Driscoll.

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

At 7:03 PM Supervisor Driscoll opened the public hearing for the renewal of the cable television franchise agreement by and between the Town of Harpesfield and Spectrum Northeast, LLC an indirect subsidiary of Charter Communications. Supervisor Driscoll asked those in attendance if anyone would like to be heard on the renewal of the cable television franchise agreement? No one came forth to be heard. A motion at 7:05 PM to close the public hearing was made by Patrick F. Funk seconded by Dwayne C. Hill. All voting Aye.

At 7:06 PM Supervisor Driscoll opened the public hearing for the proposed Local Law to amend Local Law No. 001 of the Year 2001 known as the Harpersfield Communication Tower and Facilities Law. The proposed amendment includes the addition of a general "Waiver" provision that would allow the Town of Harpersfield Planning Board to waive the strict application of the

substantive requirements set forth in Section 501(A) of the Local Law for good cause shown. Supervisor Driscoll asked those in attendance if anyone would like to be heard on the amendment to the Town of Harpersfield Communication Tower and Facilities Law? No one came forth to be heard. A motion at 7:08 PM to close the public hearing was made by Dwayne C. Hill seconded by Patrick F. Funk. All voting Aye.

Supervisor Driscoll asked if the Town Board had received the June minutes? The Town Board had 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 June minutes as presented was made by Patrick F. Funk seconded by Dwayne C. Hill. All voting Aye.

Linda E. Goss informed the Board that the 28<sup>th</sup> Annual Clean Sweep 2024 Chemical Disposal Day will be held on Friday, September 20<sup>th</sup> for Businesses and Farms Only and on Saturday, September 21<sup>st</sup> for Households Only. Anyone wishing to attend must register online or by telephone in advance. They will not accept walk-ins.

Supervisor Driscoll reported to the Board that the Town is making progress with Paint Care. Hopefully by the end of the summer we will be able to take paint at the Transfer Station.

Supervisor Driscoll recognized Sallyann McCarty resident on Streeter Hill Road. Ms. McCarty owns 235 acres on both sides of Streeter Hill Road which they hay and farm. Ms. McCarty asked the Town Board to request a speed limit reduction on Streeter Hill Road. There is a straight away in front of Ms. McCarty's house and barn and vehicles fly down the road. This is a big problem when she is pulling out on to Streeter Hill Road with a pickup truck or a tractor with a full hay wagon or a bailer. There are also significant hills on both ends of her property and vehicles are doing excessive speed on those portions of the road as well. The discussion continued.

#### RESOLUTION NO. 015 OF THE YEAR 2024

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

TITLE: SPEED ZONE BE ESTABLISHED ON STREETER HILL ROAD.

BE IT RESOLVED, that the Town Board of the Town of Harpersfield requests that an appropriate speed zone be established on the following road: Streeter Hill Road.

Seconded by Councilmember Erik R. Reeve with the vote as follows:

Supervisor	Lisa M. Driscoll	Aye.
Councilmember	Patrick F. Funk	Aye.

Councilmember Erik R. Reeve Aye.  
Councilmember Dwayne C. Hill Aye.  
Councilmember Donna M. VanSickell Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

Supervisor Driscoll asked the Board if they would like to pass a resolution for a speed limit reduction on Odell Lake Road which was discussed at the last Town Board meeting?

RESOLUTION NO. 016 OF THE YEAR 2024

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

TITLE: SPEED ZONE BE ESTABLISHED ON ODELL LAKE ROAD.

BE IT RESOLVED, that the Town Board of the Town of Harpersfield requests that an appropriate speed zone be established on the following road: Odell Lake Road.

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

Supervisor Lisa M. Driscoll Aye.  
Councilmember Patrick F. Funk Aye.  
Councilmember Erik R. Reeve Aye.  
Councilmember Dwayne C. Hill Aye.  
Councilmember Donna M. Vansickell Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

Supervisor Driscoll asked the Board if they would like to pass a resolution for a speed limit reduction on Odell Lake Road Extension?

RESOLUTION NO. 017 OF THE YEAR 2024

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

TITLE: SPEED ZONE BE ESTABLISHED ON ODELL LAKE ROAD EXTENSION.

BE IT RESOLVED, that the Town Board of the Town of Harpersfield requests that an appropriate speed zone be established on the following road: Odell Lake Road Extension.

Seconded by Councilmember Erik R. Reeve with the vote as follows:

Supervisor	Lisa M. Driscoll	Aye.
Councilmember	Patrick F. Funk	Aye.
Councilmember	Erik R. Reeve	Aye.
Councilmember	Dwayne C. Hill	Aye.
Councilmember	Donna M. VanSickell	Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

Russell Hatch reported to the Board that he has spoken to the Planning Board about changing a road sign at the intersection of Bruce Hill Road and Peters Road. Currently there is a Yield sign there. With the solar projects, construction vehicles, farm machinery, farm vehicles and regular vehicles it has become a very busy intersection. He would like to change the Yield sign to a Stop sign. Russell checked with the County as to how to go about changing the sign. The County told him he would need Town Board approval to change the sign. A motion to change the Yield sign to a Stop sign at the intersection of Bruce Hill Road and Peters Road was made by Patrick F. Funk seconded by Dwayne C. Hill. All voting Aye.

Russell Hatch informed the Board that he has spoken to the County about the Stop sign at the end of Weaver Road. The County does all of our intersections. Whether it is a road name or a Stop sign. The County was going to erect a temporary sign there today. They are going to do some work on that intersection and when the work is complete, they will erect the Stop sign where they think it should be located.

Supervisor Driscoll informed the Board that next on the agenda is the Special Franchise Agreement with Spectrum Northeast, LLC. The Town Attorney has worked with Spectrum to make the Agreement similar to the Special Franchise Agreements with MTC and DTC. Spectrum has told the Town that they have very few clients in the Town.

RESOLUTION NO. 018 OF THE YEAR 2024

A regular meeting of the Town Board of the Town of Harpersfield, Delaware County, New York held on July 10, 2024, at 7:00 PM at the Town Hall.

Councilmember Dwayne C. Hill offered the following resolution and moved its adoption:

TITLE: A RESOLUTION AUTHORIZING THE TOWN OF HARPERSFIELD CABLE TELEVISION FRANCHISE AGREEMENT WITH SPECTRUM NORTHEAST, LLC AFTER PUBLIC HEARING.

WHEREAS, on May 8, 2024, the Town Board of the Town of Harpersfield, New York (the "Town") duly adopted a resolution to consider Spectrum Northeast, LLC's ("Spectrum's") request to

enter into its Cable Television Franchise Agreement with the Town of Harpersfield and specifying that said Town Board shall meet at the Town Hall, Town of Harpersfield, New York on the 12<sup>th</sup> day of June, 2024, for the purpose of conducting a public hearing on Spectrum’s proposal and to hear all persons interested in the subject thereof concerning the same. The Town Board opened the public hearing on the aforementioned day and continued its July 10, 2024. The proposed Franchise Agreement and supporting documentation were placed in the Town Clerk’s office and made available for public inspection; and

WHEREAS, copies of said Public Hearing Notice were duly published and posted according to law, and said Town Board did at, the time and place specified in said Public Hearing Notice, duly meet and consider such proposal and heard all persons interested in the subject thereof, who appeared at such time and place, concerning the same; and

WHEREAS, the evidence offered at such time and place requires that the Town Board make the determinations hereinafter made.

NOW, THEREFORE, BE IT RESOLVED, by the Town Board that it be and hereby is determined as follows:

- (1) The notice of Public Hearing was published and posted as required by law; and
- (2) The Public Hearing was held pursuant to the requirements of the New York State Public Service Commission; and
- (3) It is in the public interest to accept Spectrum Northeast LLC’s request to enter into the Cable Television Agreement with the Town of Harpersfield.

WHEREUPON, the resolution was seconded by Councilmember Erik R. Reeve and was put to a vote and recorded as follows:

Supervisor	Lisa M. Driscoll	Aye.
Councilmember	Patrick F. Funk	Aye.
Councilmember	Erik R. Reeve	Aye.
Councilmember	Dwayne C. Hill	Aye.
Councilmember	Donna M. VanSickell	Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

#### FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Harpersfield, New York. Hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, in indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the “Grantee”.

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee's plans for constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable related needs of the community; and

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, that this Franchise complies with New York Public Service Commission's ("NYPSC") franchise standards under Title 16, Chapter VIII, Part 895 of the Official Compilation of Codes, Rules and Regulations of the State of New York, and that the grant of a nonexclusive franchise to the Grantee is consistent with the public interest; and

WHEREAS, the Grantor and Grantee have complied with all Federal and State mandated procedural and substantive requirements pertinent to this Franchise renewal; and

WHEREAS, the Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

NOW, THEREFORE, the Grantor and Grantee agree as follows:

#### SECTION 1. DEFINATION OF TERMS.

1.1 Terms. For the purpose of this Franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

- A. "Cable System", "Cable Service", and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Commission Policy Act of 12984, as amended, 47 U.S.C. § 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system, and which is capable of delivering a television channel.
- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct, operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by the Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from the Subscribers for pass through to a governmental agency, including the franchise fee and any State or Federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Service Area" shall mean the area described in subsection 6.1 herein.
- K. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to the Grantee's existing distribution system.
- L. "State" shall mean the State of New York
- M. "Street" shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- N. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

## SECTION 2. GRANT OF FRANCHISE.

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by Federal or State law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) year, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

2.3 Police Powers. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

2.4 Restoration of Municipal Property. Any municipal property damaged or destroyed by the Grantee shall be promptly repaired or replaced by the Grantee and restored to serviceable condition.

2.5 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

### SECTION 3. FRANCHISE RENEWAL.

3.1 Procedures for Renewal. The Grantor and the Grantee that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

### SECTION 4. INDEMNIFICATION AND INSURANCE.

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents and employees for all claims for injury to any Person or property caused by the negligence of the Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold the Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, judgements, cost or expenses, growing out of any injury to any Person or property as a result of the negligence of the Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System. In the event any such claim arises the Grantor shall promptly tender control of the defense of the claim or action to Grantee in writing so that Grantee has sufficient time to retain counsel and prepare a timely response. If the Grantor determines in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. In such case, if the Grantor obtains its own counsel, the Grantee shall not be



responsible for paying such counsel's fees, expenses, and other costs during the course of the action; however, at the conclusion of the action, and in the event of a determination that the Grantee has a duty to indemnify the Grantor, the Grantee's indemnification shall include the Grantor's attorney's fees, expenses and costs reasonably incurred in defending an indemnifiable claim. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System.

#### 4.2 Insurance.

A. The Grantee shall maintain through out the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate \$1,000,000 per occurrence
Auto Liability including coverage on all owned, non-owned hired autos	Combined Single Limit Single Limit
Umbrella Liability	\$1,000,000 per occurrence

B. The Grantor shall be added as an additional insured, on a primary and non-contributory basis, arising out of work performed by the Grantee, to the above Commercial General Liability, Auto Liability and Umbrell Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of Insurance evidencing such coverage upon request. Said policy or policies or replacements thereof shall remain in effect throughout the term of this Franchise at the cost and expense of the Grantee.

#### SECTION 5. SERVICE OBLIGATIONS.

5.1 No Discrimination. The Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. The Grantee shall not deny access to Cable Service to any

group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. 551).

#### SECTION 6. SERVICE AVAILABILITY.

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where the Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. The Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Franchise Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon the Grantee having legal services on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 Abandonment of Service. The Grantee shall not abandon any Cable Service or portion thereof without the Grantor's written consent.

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give the Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for the Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at the Grantee's expense. The Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if the Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) days of the date the trenches are available, as designed in the written notice given by the developer or property owner, then should the trenches be closed after the fifteen day period, the cost of new trenching is to be borne by the Grantee.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify the Grantee in writing of all new street address assignments or changes within the Franchise Area. The Grantee shall within ninety (90) days after the receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of

the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a form that will allow the Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, the Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Governmental Affairs. In any audit of franchise fees due under this Franchise, the Grantee shall not be liable for franchise fees on annexed areas unless and until the Grantee has received notification and information that meets the standards set forth in this section.

#### SECTION 7. CONSTRUCTION AND TECHNICAL STANDARDS.

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. The Grantee shall construct and maintain its Equipment using materials of good and durable quality and shall ensure that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time. The Cable System shall provide for a minimum Channel capacity of at least seventy-seven (77) Channels.

#### SECTION 8. CONDITIONS ON STREET OCCUPANCY.

8.1 General Conditions. The Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different or additional poles, conduits, or other facilities on public property provided the Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that as such time as the existing aerial facilities are required to be

placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event the Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, the Grantee shall be similarly reimbursed.

8.3 Construction Codes and Permits. The Grantee shall obtain all legally required permits before commencing any construction work, including the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of the Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. The Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Tree Trimming. The Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.7 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of the Grantee when lawfully required by the Grantor pursuant to its police powers. The Grantee shall be responsible for any costs associated with

these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.8 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent location.

8.9 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.10 Emergency Use. The Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System (“EAS”).

#### SECTION 9. SERVICE AND RATES.

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee’s name, address and local telephone number. The Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

9.3 Rate Regulation. The rates and charges for Cable Service provided pursuant to this Franchise shall be subject to regulation in accordance with Federal law. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee’s ability to offer or provide bulk rate discounts or promotions.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to the Grantee’s rights under Section 15.2 of this Franchise.

#### SECTION 10. FRANCHISE FEE.

### 10.1 Amount of Fee.

- (a) The Grantor shall pay the Grantee an amount equal to five percent (5%) of Gross Revenues.
- (b) There shall be applied as a credit against the Franchise Fee the aggregate of:
  - (i) any taxes, fees or assessments imposed on the Grantor or any Subscribers, or both, which are discriminatory against the Grantor or any Subscribers,
  - (ii) any non-capital expenses incurred by the Grantor 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.

The Grantor 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) Notwithstanding the above, if in any calendar year, the total number of Subscribers in the Municipality divided by the Grantor's total route miles (as reported to the Office of Real Property Tax Service) of Cable Television System in the Municipality is ten (10) or less and this is confirmed in writing to the Grantor upon request, the Grantor shall then notify the Grantee that 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 the Grantee.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made annually, within sixty (60) days of the close of the calendar year. The Grantor shall submit to the Grantee, along with the payment of said fees, a report showing reasonable detail the basis for the computation thereof.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

#### SECTION 11. TRANSFER OF FRANCHISE.

11.1 Franchise Transfer. The Grantee shall provide at least sixty days' notice to the Grantor prior to completion of a transaction that results in the sale, transfer, or assignment of the Franchise. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer of trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

#### SECTION 12. RECORDS.

12.1 Inspection of Records. The Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of the Grantee's records pertaining to the Grantee's provision of Cable Service in the Franchise Area maintained by the Grantee as is reasonably necessary to ensure the Grantee's compliance with the material terms of the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books or records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent the Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of enforcing this Franchise, or for any other reason, it shall advise the Grantee in advance so that the Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by the State and Federal law, it shall deny access to any of the Grantee's books and records marked confidential, as set forth above, to any Person.

#### SECTION 12. PUBLIC EDUCATION AND GOVERNMENT (PEG) ACCESS.

13.1 PEG ACCESS. The Grantee shall make available channel capacity for non-commercial, video programming for the public, educational and governmental ("PEG") access use in accordance with Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. Such PEG channel capacity may be shared with other localities served by the Grantee's cable system, and the Grantor hereby authorizes the Grantee to transmit PEG access programming authorized herein to such other localities. The tier of service on which such PEG channel(s) may be placed shall be determined by the Grantee in accordance with applicable law.

#### SECTION 14. ENFORCEMENT OR REVOCATION.

14.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with the Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

14.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

14.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made at the cost of the Grantee with a copy provided to the Grantor at no charge. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to a court of competent jurisdiction, which shall have the power to review the decision of the Board de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

14.4 Enforcement. Subject to applicable Federal and State law, in the event the Grantor, after the hearing set forth in Subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative do damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with Subsection 14.5 below.



#### 14.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written Notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from the Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.
- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under Federal law or regulation.
- C. Upon revocation of the Franchise, the Grantee may remove the Cable System from the Streets of the Grantor or abandon the Cable System in place.

#### SECTION 15. MISCELLANEOUS PROVISIONS.

15.1 Compliance with Laws. The Grantor and the Grantee shall conform to all applicable State and Federal laws and rules regarding cable television as they become effective. The Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules and regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

15.1.1 Employment Practices. The Grantee will not refuse to hire, nor will it bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions, or privileges of employment because of age, race, creed, color, national origin or sex.

15.2 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure or utility providers to service, maintain or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

15.3 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

15.4 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

15.5 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or Federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, 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 lessor burdens.

15.6 Change in Law. Notwithstanding any other provision in this Franchise, in the event any change to State or Federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then the Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If the Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided by any existing franchise.

15.7 Notices. Unless otherwise provided by Federal, State or Local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a

Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:

Lisa M. Driscoll, Supervisor

Harpersfield Town Hall

25399 State Route 23

Harpersfield, NY 13786

Email: [Harpersfieldtownboard@gmail.com](mailto:Harpersfieldtownboard@gmail.com)

Grantee:

Sam Parker, Director

Government Affairs

Charter Communications

20 Century Hill Drive

Latham, NY 12110

Email: [Samuel.Parker@charter.com](mailto:Samuel.Parker@charter.com)

Copy to: Charter Communications

Attn: Vice President, Governmental Affairs

601 Massachusetts Avenue NW, Suite 400W

Washington, DC 20001

15.8 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights-of-way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

15.8.1 The Grantor shall provide written notice to the Grantee within ten (10) days of the Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights-of-way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

15.9 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

15.10 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between the Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

15.11 Administration of Franchise. The Board, or such other person as may be designated and supervised by the Board, is responsible for the continuing administration of the Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

15.12 NYPSC Approval. This Franchise is subject to the approval of the NYPSC. The Grantee shall file an application for such approval with the NYPSC within sixty (60) days after the date the Franchise is approved by the Grantor and accepted by the Grantee. The Grantee shall also file any necessary notices with the FCC.

15.13 Effective Date. The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

15.14 No Third-Party Beneficiaries. Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Supervisor Driscoll informed the Board that next on the agenda is a resolution issuing a negative declaration under SEQRA and approving the adoption of Local Law No. 003 of the Year 2024 amending the Town of Harpersfield Communications Tower and Facilities Law. The Board had a

copy of a resolution and the Short Environmental Assessment Form Parts 1, 2 & 3 in their packets.

RESOLUTION NO. 019 OF THE YEAR 2024

At a regular meeting of the Town Board of the Town of Harpersfield, Delaware County, New York, held on July 10, 2024 at 7:00 PM at the Town Hall.

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

TITLE: A RESOLUTION ISSUING A NEGATIVE DECLARATION UNDER SEQRA AND APPROVING THE ADOPTION OF LOCAL LAW NO. 003 OF THE YEAR 2024.

WHEREAS, on June 12, 2024, the Town Board of the Town of Harpersfield (“Town Board”) introduced a proposed Local Law to amend Local Law No. 001 Of The Year 2001, known as the Harpersfield Communications Tower and Facilities Law; and

WHEREAS, the proposed Local Law would amend the law to include a general “Waiver” provision that would allow the Town of Harpersfield Planning Board to waive the strict application of the substantive requirements set forth in Section 501 (A) of the law for good cause shown. The proposed amendment would require that all waiver requests be submitted in writing at the time of the application and that a public hearing be held prior to the grant of any waiver. The law would also require that the waiver request be referenced in all public hearing notices on the application; and

WHEREAS, a public hearing on the proposed Local Law was duly noticed and held on July 10, 2024; and

WHEREAS, the Town Board has considered comments received on the proposed Local Law; and

WHEREAS, the proposed Local Law was on file for inspection at the Town Clerk’s office prior to the hearing; and

WHEREAS, the Town Board has caused to be prepared a Short Environmental Assessment Form (EAF) pursuant to the mandates for the State Environmental Quality Review Act (ECL Article 8 and 6 NYCRR Part 617) for the proposed Local Law and has reviewed Part 1 and Part 2 of the EAF; and

WHEREAS, the Town Board has duly considered the contents of the EAF and completed Parts 2 and 3 thereof; and

WHEREAS, the Town Board has identified the relevant areas of environmental inquiry, took a hard look at them and issued a negative declaration under SEQRA thereby complying with the mandates of the State Environmental Quality Review Act; and

WHEREAS, the Town Board has determined that the proposed Local Law is in the best interests of health, safety and welfare of the Town.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS BY THE TOWN BOARD:

1. The Town Board determines that the adoption of the proposed Local Law will not have significant adverse impacts on the environment.
2. The Town Board hereby authorizes filing of the Negative Declaration (attached hereto and made a part hereof), according to SEQRA, 6 NYCRR Part 617.
3. That Local Law no. 003 Of The Year 2024 is hereby adopted and the Town Clerk is hereby directed to file said Local Law with the Office of the Secretary of State in accordance with State Law.

WHEREUPON, the resolution was seconded by Councilmember Dwayne C. Hill and was put to a vote and recorded as follows:

Town Supervisor	Lisa M. Driscoll	Aye.
Councilmember	Patrick F. Funk	Aye.
Councilmember	Erik R. Reeve	Aye.
Councilmember	Dwayne C. Hill	Aye.
Councilmember	Donna M. VanSickell	Aye.

THE RESOLUTION WAS THEREUPON DECLARED DULY ADOPTED.

LOCAL LAW NO. 003 OF THE YEAR 2024

AMENDING THE TOWN OF HARPERSFIELD COMMUNICATION TOWER AND FACILITIES LAW.

Be it enacted by the Town Board of the Town of Harpersfield as follows:

SECTION 1. LEGISLATIVE INTENT. This Local Law is adopted to further the intent and purpose of the Harpersfield Communication Tower and Facilities Local Law which seeks to accommodate necessary infrastructure for the provision of communication services within the Town, and to address the visual, aesthetic and land use compatibility aspects of communication facilities, towers and antennas. Specifically, this Local Law seeks to accommodate advances in communications technology since the original Law was adopted in 2001 by giving the Planning

Board the ability to consider and grant waivers from the strict application of the Law's requirements upon good cause shown.

SECTION 2. AUTHORITY. This Local Law is adopted pursuant to Section 10 of the Municipal Home Rule Law.

SECTION 3. AMENDMENT. Local Law 001 Of The Year 2001, entitled the Town of Harpersfield Communication Tower and Facilities Law, is hereby amended to add a new Section 502, entitled "Waiver Provision" as follows:

SECTION 502 – "Waiver Provision". The Planning Board of the Town of Harpersfield may, after a public hearing (which may be combined with other public hearings on the proposed facility) grant a waiver from the strict application of the standards set forth in Section 501 (A) for good cause shown, as determined by the Town of Harpersfield Planning Board. A request for a waiver must be submitted in writing at the time of the application and shall be referenced in all public hearing notices on the application.

SECTION 5. SEVERABILITY. If any provisions of this Local Law are held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the Local Law shall remain in effect.

SECTION 6. EFFECTIVE DATE. This Local Law shall take effect upon filing with the Secretary of State.

Supervisor Driscoll informed the Board that next on the agenda was the Transfer Station concrete. There was an Excel sheet in the Board's packets. This was the breakdown for a 17' x 80', 8" thick, concrete pad for household garbage at the Transfer Station. Russell Hatch spoke to Delaware County about how much rebar the project will need. They are going to pour the channel in place for the containers to travel on. Councilmember Reeve asked to help the concrete not get damaged? Russell agreed. The concrete pad that is there is only 60'. This replacement is going to bring the steel all the way out for 80'. Currently where the containers drop off the concrete is where the concrete began to fail. Taking the steel out the 80' should get more durability out of the concrete. Supervisor Driscoll informed the Board that they are anticipating the cost of the concrete to be \$10,000.00. They are going to purchase some wood to put over the pit so that people do not throw garbage on the new curing concrete. She has spoken to someone about some signs put on plexiglass to inform residents where to put their garbage. They are going to bring in an open box for regular garbage. It will be put next to the C & D box. They are going to put up railings in front of the open box for regular garbage to keep someone from possibly falling in the box. Supervisor Driscoll has spoken to Transfer Station employee Louis Ortiz who knows how to weld about constructing the railing. He is going to start working on those. The steel for the project is going to cost \$14,000.00. We are going to

need two bids for the steel. We should have those bids for the next Town Board meeting. Russell asked Supervisor Driscoll if they needed to be bids or could they be quotes? Supervisor Driscoll answered that she would check the Town's Procurement Policy to answer that question. A discussion was had. Supervisor Driscoll continued that they are thinking it will take seven days with five people doing the work. There are also figures for using the Town Excavator and Truck. The total cost comes in at \$40,132.00 minus \$25,000.00 in grant funds from the Robinson-Broadhurst Foundation leaving \$15,132.00 from the Transfer Station budget. In the Transfer Station budget there is \$8,000.00 for Man Hours and \$15,400 for Machinery. Some of those funds have been used for other repairs at the Transfer Station. Russell has also put in time getting information and the prices together for this project. All of that will be charged back to the Transfer Station. Councilmember Hill asked these costs will be split five ways? Supervisor Driscoll answered yes and there are funds in the current Transfer Station budget. Supervisor Driscoll continued that with the Board's approval she would like to write another grant for next year to the Robinson-Broadhurst Foundation for the Transfer Station for paving. Councilmember Funk asked Russell when you and the Highway crew work at the Transfer Station are we charging our regular rate? Supervisor Driscoll answered the regular rate with the fringe benefits added. The discussion continued. Councilmember Reeve asked would it have to be prevailing wage if the project was done by a private company? Russell answered yes. Supervisor Driscoll continued that she has sent these figures over to the Town of Kortright and the Town of Stamford Supervisors. She has not gotten any feedback from them. The Town of Stamford Supervisor informed Supervisor Driscoll that if we needed help with this project, he would send over men from the Stamford Highway crew to help. Russell should just give him a call and ask. Supervisor Driscoll asked the Board if they had any concerns with this project? The Board had no concerns with this project.

Supervisor Driscoll informed the Board that next on the agenda was the proposal for new cameras for the Town Hall and Highway Garage. Supervisor Driscoll told the Board that there was an incident at the Transfer Station. She was able to pull up the incident on the cameras and see what had happened. What was being told to her and what she saw on camera were two different things. Supervisor Driscoll was able to pull up the incident on her laptop at home from the internet. She was able to figure out in five minutes how to archive the footage, how to pull out seven minutes of the footage and put it on our drive. She then was able to send the footage to the Board. It is a great camera that shows you exactly what is going on. We have Sentry Alarm cameras at the Town Hall and Highway Garage. The equipment to review the camera footage is located only at the Town Hall and Highway Garage. There is access from your phone, but it is down most of the time. When the equipment was shut down in the Town Hall for the new floor being put down in the Town Justice's office when it was turned back on two of the cameras are not working. For Sentry Alarm to come out and look at the problem it will cost



approximately \$400.00. They will not have the equipment with them to fix the issue but will need to come back costing another \$400.00. The equipment is outdated. Supervisor Driscoll has called Kevin Brown, who put in the Transfer Station cameras, to get a quote for the Town Hall and Highway Garage. Supervisor Driscoll spoke to the Town Justice today. He would like to talk to Mr. Brown about the cameras and the panic buttons to see if they can be replaced also. What is good is Mr. Brown is local. There are no fees once the cameras have been purchased and installed. She was unsure if there would be a fee for the panic buttons. Supervisor Driscoll thinks it would be wise to change these cameras out. Next month she will have a quote for the Board to review. The change out will not happen until next year. That way the cost can be figured into next years budget. Councilmember Reeve asked if there would be any subscription fee or contract? Supervisor Driscoll answered no. Councilmember Reeve asked how much will the cameras cost? Supervisor Driscoll answered that she would have to pull out the paperwork to answer the question. The discussion continued. Councilmember Funk asked if everything goes through the internet? Supervisor Driscoll answered yes. Councilmember Funk asked who stores our footage? Supervisor Driscoll answered it is on a roll, so it gets replaced every thirty days. Russell answered that there is a DVR located in the Transfer Station office. Councilmember Funk just wanted to know where the information was and who controls it. Councilmember Reeve asked so you could not go back six months if you needed information? Supervisor Driscoll answered that you could not do that. Linda E. Goss added with the incident that just happened at the Transfer Station the Transfer Station employee was able to call Supervisor Driscoll with the day and time of the incident. She then went into the footage and was able to archive it so if there is an issue in the future the footage has been saved. The other good thing about the new cameras at the Transfer Station is you can bring everything up on your phone. When the cameras at the Town Hall and Highway Garage were set up you could bring the images up on your phone. Over time we have lost that ability. For the Town Justice there are security issues. With him not being able to access the cameras on his phone, if he has a disgruntled individual leave court, and they drive around to the front of the building, and they break in downstairs to go back upstairs to get back into the court room to do harm, he cannot see them coming. Supervisor Driscoll will have more information for the Board at their next meeting.

Supervisor Driscoll informed the Board that Dr. Richard Ucci needs to be reappointed as Town Health Officer with the term beginning 08/01/2024 to 07/31/2029. A motion was made to reappoint Dr. Richard Ucci as Town Health Officer with the term beginning 08/01/2024 to 07/31/2029 by Patrick F. Funk seconded by Erik R. Reeve. All voting Aye.

Supervisor Driscoll informed the Board that next on the agenda is the special election of one (1) Delaware County CWC Board of Directors seat. The selected nominee will serve until the 2026 Annual Meeting of the CWC. A copy of the letter and ballot were in each Board members

packet. The nominees were Wayland Gladstone, Supervisor, Town of Andes and John Kosier, Supervisor, Town of Stamford. A discussion was had. The Supervisor and Board agreed to nominate John Kosier, Supervisor, Town of Stamford as the Town's nominee.

Supervisor Driscoll informed the Board that next on the agenda is the annual agreement with the Heart of the Catskills Humane Society. A copy of the agreement was in each Board members packet. Councilmember Funk asked if this agreement was the same as last year. Supervisor Driscoll answered yes.

#### AGREEMENT NO. 003 OF THE YEAR 2024

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

This agreement, made this 30<sup>th</sup> day of June 2024 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 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 of this agreement.
5. For court ordered holds, or 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 any 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"), 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 Dwayne C. Hill with the vote as follows:

Supervisor	Lisa M. Driscoll	Aye.
Councilmember	Patrick F. Funk	Aye.
Councilmember	Erik R. Reeve	Aye.
Councilmember	Dwayne C. Hill	Aye.
Councilmember	Donna M. VanSickell	Aye.

THE AGREEMENT WAS THEREUPON DECLARED DULY ADOPTED.

Supervisor Driscoll informed the Board that next on the agenda was the Code Enforcement Officer's report. A copy of the report was in each Board members packet. Councilmember Reeve asked if everything is going well in North Harpersfield? A discussion was had. The property owner has met what was required of him.

Councilmember Funk asked Supervisor Driscoll if the splitting up the Environmental Insurance between the Town and the Transfer Station has been done? Supervisor Driscoll said that she would have to follow up on that. Supervisor Driscoll continued that the Town will not start the Environmental Insurance until they have PaintCare and it is up and running. She has met with Tyson Robb, Solid Waste Coordinator and Wes, a representative from PaintCare at the Transfer Station today. They discussed the location for PaintCare. They are going to move the tire container back to its previous location and put PaintCare where the tire container is currently. Supervisor Driscoll asked PaintCare about using a container to store the paint. The building needs to have a ramp and other things are required. The Transfer Station needs to purchase the shed up front. PaintCare will reimburse the Transfer Station for the cost of the shed. Once the project is ready to go Supervisor Driscoll will need to get a quote for the shed. She then has to send the quote to PaintCare. PaintCare will need to approve the quote. Once they have approved the quote they will send Supervisor Driscoll an agreement. The agreement basically says the Transfer Station will have PaintCare and that PaintCare will reimburse the Transfer Station for the cost of the shed. The County is working on the contract with PaintCare. The County is going to sign the overall PaintCare contract. The Transfer Station only has to sign a contract to purchase the shed. The discussion continued. Supervisor Driscoll added that PaintCare will reimburse the Transfer Station within thirty days for the shed. If the Transfer Station wants to advertise that they have PaintCare, the company will pay for that also. PaintCare will provide signs. PaintCare will also train the Transfer Station employees. PaintCare recycles the paint in Rotterdam. They have twelve to eighteen different colors that they can make. They recycle the cans, the paint and everything. The building will have a lock on it. There will be a limit of five gallons of paint per parcel so that the Transfer Station is not inundated with too much paint. Councilmember Hill asked then they will empty the shed as needed? Supervisor Driscoll answered yes. Once the shed is full we call PaintCare and within ten days they come and pick it up. The only thing the Transfer Station employees will have to do is unlock the shed and be there to take the paint. The location of the shed is important so that the Transfer Station employees can keep an eye on it. People will put the wrong garbage in front of or in the shed. A Transfer Station employee needs to be there to take the paint. The paint needs to have a label on the container specifying what type of paint it is. Then the Transfer Station employee just puts it into the shed. Supervisor Driscoll thinks this will be a good thing for the community. She needs to go take a look at the shed and get a quote on it to send over to PaintCare.

Russell Hatch reported to the Board that he has contacted the vendor about the new truck and has not got a response from them. Hopefully things are going forward.

Supervisor Driscoll asked Russell to meet with her in August to put together a grant for the Robinson-Broadhurst Foundation for next year. The grant is due by November 1<sup>st</sup>. The discussion continued.

Russell informed the Board that a Highway employee and Summer Youth are working on getting the Highway buildings ready for paint. Due to the weather, they were unable to start this past week. The discussion continued.

Supervisor Driscoll reported to the Board that she is going to get new light bulbs for the Transfer Station for free from NYSEG. She is going to see if she can get a grant for new lights on the front of the Highway Garage and the lights in the back parking lot at the Town Hall.

Russell informed the Board that the CHIPs funds are looking like the Town can spend some money this year. He does not have anything in writing yet. At the end of July there was supposed to be something in writing. Russell has put together his Agreement for Expenditure of Highway Moneys for 2024. If this does happen, then in August he can begin sealing some roads. Russell went over the agreement.

AGREEMENT FOR THE EXPENDITURE OF HIGHWAY MONEYS  
2024

AGREEMENT between the Town Superintendent of the Town of Harpersfield, Delaware County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$254,200.00 shall be set aside to be expended for primary work and general repairs upon 6.72 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewal thereof.
2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of town highways:
  - (a) On the road commencing at Zimmerman Road at the intersection of Parker School House Road and leading to a dead end, a distance of .21 miles, there shall be expended not over the sum of \$3,800.00. Type: Seal; Width of Traveled Surface: 18'; Thickness: .5; Subbase: Pavement.
  - (b) On the road commencing at Parker School House Road at the Town line and leading to Quaker Hill Road, a distance of 1.14 miles, there shall be expended not over the sum of \$22,400.00. Type: Seal; Width of Traveled Surface: 20'; Thickness: .5; Subbase: Pavement.

- (c) On the road commencing at Middlebrook Hill Road at County Route 29 and leading to NY State Hwy 23, a distance of 3.29 miles, there shall be expended not over the sum of \$71,000.00. Type: Seal; Width of Traveled Surface: 20'; Thickness: .5; Subbase: Pavement.
- (d) On the road commencing at Whiskey Hollow Road starting at Odell Lake Road and leading to a dead end, a distance of .71 miles, there shall be expended not over the sum of \$13,000.00. Type: Seal; Width of Traveled Surface: 20'; Thickness: .5; Subbase: Pavement.
- (e) On the road commencing at Austin Road at Titus Lake Road and leading to Champlin Road, a distance of 1.05 miles, there shall be expended not over the sum of \$95,000.00. Type: Pave; Width of Traveled Surface: 20'; Thickness: 1 1/2"; Subbase: Pavement.
- (f) On the road commencing at West View Drive and Truax Road and leading to a dead end, a distance of .32 miles, there shall be expended not over the sum of \$49,000.00. Type: Pave; Width of Traveled Surface: 18'; Thickness: 3"; Subbase: Pavement.

Supervisor Driscoll continued that the \$254,200.00 we will be getting back from CHIPs minus the \$35,000.00 in grant funds from the Robinson Broadhurst Foundation. We are also putting in for the truck. Russell continued that our CHIPs has approximately \$400,000.00 in it. Supervisor Driscoll continued that the truck cost approximately \$304,000.00. Russell agreed. Supervisor Driscoll continued that Robinson Broadhurst gave the Town \$75,000.00. She estimated that the truck was approximately \$230,000.00 with another approximately \$254,000.00 for paving is approximately \$480,000.00. Russell added that then he has approximately another \$100,000.00 in the other programs. Supervisor Driscoll asked Russell to check the figures as she wants to make sure these figures are correct. Councilmember Hill asked if the Board was supposed to sign the Agreement For The Expenditure Of Highway Moneys 2024? Both Supervisor Driscoll and Russell answered yes. The Board signed the agreement.

Further discussion was had on painting the Highway buildings.

Councilmember Funk told Russell that the Highway crew has done a good job mowing the roadsides. Russell said he would pass the information on.

Linda E. Goss gave the Town Board the Tax Collector report for June 2024. There was \$.03 of bank interest and \$5.37 remainder of the \$200.00 deposit to purchase new checks and deposit tickets. The total amount was \$5.40.

Linda E. Goss gave the Town Board the Town Clerk report for June 2024. The total amount was \$378.36.

Supervisor Driscoll informed the Board that next on the agenda were the abstract and vouchers for June 2024. She issued the Board the vouchers. Supervisor Driscoll informed the Board that one bill will need to be held until July 19<sup>th</sup> before it is paid. She will be having a meeting with the NYS Auditor next week to go over the final report. The NYS Auditor will email the Board the final report. Supervisor Driscoll continued that we have taken steps to correct the issues in the final report. A discussion was had. Supervisor Driscoll informed the Board that there is a change that will need to be made to the budget. Supervisor Driscoll informed the Board that on the abstract the Highway crew has done some work over at the Transfer Station. A motion to pay the bills that have been reviewed as presented was made by Patrick F. Funk seconded by Dwayne C. Hill. All voting Aye.

The Supervisor's report for the month of June 2024 was in the Board's packets. Supervisor Driscoll informed the Board that she still has not moved the NYS Retirement to the correct line. She still has to do that. The Buildings Contractual Line is still \$34,220.38 and the budget is \$34,000.00. We will be over this year.

Supervisor Driscoll asked the Board for an executive session for a personnel matter. A motion at 8:01 PM to go into executive session for a personnel matter was made by Patrick F. Funk seconded by Dwayne C. Hill. All voting Aye.

A motion at 8:24 PM to come out of executive session was made by Patrick F. Funk seconded by Dwayne C. Hill. All voting Aye. No action was taken in executive session.

The meeting was adjourned.

The next regular meeting of the Town Board will be held on Wednesday, August 14, 2024 at 7:00 PM.

Linda E. Goss

Town Clerk

