

TOWN OF NEW PALTZ
CABLE TELEVISION
FRANCHISE RENEWAL AGREEMENT

THIS FRANCHISE RENEWAL, executed in triplicate this day ^{March 2013} ~~December, 2012~~ ^{27th}, by and between the Town of New Paltz, located in the County of Ulster, State of New York (hereinafter referred to as the "Municipality"), by the Supervisor (hereinafter referred to as the "Supervisor") acting in accordance with the authority of the duly empowered local governing body (hereinafter referred to as the "Board"), and Time Warner Cable Northeast LLC doing business under the name of Time Warner Cable whose mailing address is 2778 State Route 52, Liberty, NY 12754 and whose telephone number is 845-692-5339 (hereinafter referred to as the "Company"). The "Municipality" and the "Company" are hereinafter referred to as the "parties".

WITNESSETH

WHEREAS, pursuant to all applicable laws, ordinances, regulations and rules, the Board has all requisite power and authority for and on behalf of the Municipality to grant cable television franchises and renewals and amendments thereof, providing for or involving the use of the Streets (as defined in section 1 hereof), and all right and authority to give the consent of the Municipality to any franchisee for or relating to the occupation or use of the Streets as well as the rights and authorizations herein below set forth; and

WHEREAS, the Municipality and the Company are desirous of renewing the existing franchise held by the Company in accordance with and subject to the terms and conditions of this Franchise Renewal (sometimes hereinafter referred to as the "Franchise"); and

WHEREAS, the Municipality and the Company pursuant to applicable laws and regulations promulgated thereunder, have complied with all requisite procedures concerning the renewal, grant and execution of this Franchise; and

WHEREAS, the Municipality has conducted negotiations with the Company and has conducted one or more public hearings concerning this franchise, and all proposals on the part of the Company relating hereto, 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(s) also included consideration and approval of the Company's plans for constructing and operating, maintaining and repairing the herein described and referred to Cable Television System; and

WHEREAS, following such public proceedings and such further opportunity for review, negotiations and other actions as deemed necessary and which are required by law, the Municipality desires to and does hereby renew the Franchise to the Company as provided hereinafter; and

WHEREAS, the Municipality, in granting and executing this Franchise embodies herein the results of its review and negotiations with the Company and has determined that this Franchise and the Company, respectively, meets the needs of the Municipality with respect to Cable Television Service referred to herein and complies with the standards and requirements of the New York Public Service Commission ("NYSPSC");

NOW, THEREFORE, in consideration of the foregoing 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-priced service tier of Video Programming, which includes the retransmission of local broadcast signals, and in no event shall fail to include the services required to be provided as basic by federal law.

(b) "Board" means the duly empowered local governing body of the "Municipality".

(c) "Cable Television Service" means

1. The one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming 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, amplification, and control equipment that is designed to provide Cable Television Service to multiple subscribers within a community or beyond the immediate service area for this contract.

(e) "Company" means Time Warner Cable Northeast LLC d/b/a Time Warner Cable its successors, assigns and transferees.

(f) "Effective Date" of this agreement shall be that date that the contract is approved by the New York State Public Service Commission ("NYSPSC") after approval and sign off by the Municipality and the Company.

(g) "Franchise" means the grant of authority given hereunder renewing the franchise previously given to the Company by the Municipality, which consent or authority is evidenced by this agreement, which grants authorization to construct, maintain and operate a Cable Television System in the Municipality in accordance with the terms hereof.

(h) "FCC" means the Federal Communications Commission, its designees and any successor it.

(i) "Gross Revenues" shall mean all revenues derived either directly or indirectly from the provision of Cable Service provided to subscribers of the Municipality. Additionally, revenue from local advertising, leased access programming and home shopping shall be included and shall be calculated on a pro-rata basis using the number of subscribers served in the Municipality. Gross Revenues shall include revenue from cable modem service to the extent these services are deemed a cable service by applicable Federal or State laws or by a Court of competent jurisdiction binding upon the Municipality and Time Warner Cable. Gross Revenues shall

not include (1) excise taxes; or (2) sales taxes; or (3) bad debt; or any other taxes or fees, which are imposed on Time Warner Cable for such governmental unit.

(j) "May" is permissive.

(k) "Municipality" means the Town of New Paltz.

(l) "New Paltz Community" means the entire territory and population of the Town of New Paltz, including the territory and population of the Town of New Paltz.

(m) "NYSPSC" means New York State Public Service Commission, its designee or any successor to it.

(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 category a separate rate is charged by the Company.

(p) "Shall" and "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 waters within or belonging to the Municipality.

(r) "Subscriber" means any person or legal entity lawfully receiving any Service provided over the Cable Television System in the Municipality, or if the context so indicates, in the New Paltz Community.

(s) "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 RENEWAL AND CONDITION PRECEDENT

Part A. The Municipality hereby grants to the Company the non-exclusive right to construct, erect, operate and maintain a Cable Television System within the Municipality, as it now exists and may hereafter be changed, and in so doing, to use the streets of the Municipality by 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 and to the exercise of Municipal police powers as provided below. Additionally, the Municipality hereby authorizes the Company to use any and all Municipal easements dedicated to compatible uses, such as electric, gas, 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, and subject to the prior approval of Municipal officials, the Municipality hereby agrees to assist the Company in gaining access to and using any such easements.

Part B. Nothing in this Franchise shall limit the right of the Company to transmit any kind of signal, frequency, or provide any type of service now in existence or which may come into existence and which is capable of being lawfully transmitted and distributed by those facilities owned and operated by the Company. The provision by the Company of any service other than cable service shall be subject to all applicable federal and state laws and regulations and to any legal right the Municipality may have to require fair and reasonable compensation for the Company's use of the rights-of-way to provide such service, provided that such requirement is non-discriminatory and competitively neutral.

Part C. 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, as well as all rights, obligations and liabilities arising thereunder concerning or in any way relating to Cable Television Service.

Part D. This Franchise is non-exclusive, and shall not be construed as any limitation upon the rights of the Municipality to grant to other persons similar rights, privileges, or authority, using the same Streets. The Municipality specifically reserves the right to grant, at anytime during the time of this Franchise, such additional franchises for cable communications systems, as it deems appropriate.

Part E. However, in the event the Municipality grants to any other Person (being referred to as "the Company" in the below quoted paragraph) a franchise, consent or other right to occupy or use the Streets, or any part thereof, for the construction, operation or maintenance of all or part of a Cable Television System, the Municipality shall insert the following language into any such franchise, consent or other document and/or promptly enact legislation, conditioning the use of the Streets or any part thereof by such Person, as follows:

"The Company agrees that it will not move, damage, penetrate, replace or interrupt any portion of the Cable Television System of the [Company] without the prior written consent of the [Company]. The Company shall indemnify the [Company] against any damages or expenses incurred by the [Company] as a result of any such removal, damage, penetration, replacement or interruption of the services of the Company caused by the Company. The Company shall not unnecessarily withhold the approval of Company or other organization to occupy or use poles, conduits, streets, or any part thereof, for the construction, operation, or maintenance of its cable or lines.

As used immediately above in the above quoted paragraph, the term "[Company]" shall mean the Company, as defined in this Franchise, and its successors, assigns and transferees. In addition, 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 Municipality agrees to amend this Franchise so as to match any such less onerous provisions.

Company agrees that it shall not move, damage, penetrate, replace or interrupt any portion of existing cable or lines, without the prior written consent of the Municipality. The Company shall indemnify the Municipality against any damages or expenses incurred by the Municipality as a result of any such removal, damage, penetration, replacement or interruption of the services of the Municipality caused by the Company.

SECTION 3: APPROVAL OF COMPANY BY MUNICIPALITY

(a) This Franchise is subject to and complies with all applicable Federal and State laws and regulations, including, without limitation, the rules of the NYSPSC concerning franchise standards. The Municipality hereby acknowledges and agrees that this Franchise has been entered into by it in accordance with and pursuant to the Communications Act of 1934, as amended, 47 U.S.C. Sec. 521 et. seq., (hereinafter referred to as the "Communications Act"). The Municipality hereby represents and warrants that this Franchise has been duly 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 community cable television needs and has found the Company's technical ability, financial condition as demonstrated in its Financial Statements, and its character to be satisfactory and has also found to be adequate and feasible the Company's plans for continued construction and operation of 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.

SECTION 4: TERM AND THE RIGHTS ARISING HEREUNDER

The Franchise herein granted and the rights arising hereunder are for a term commencing on the "Effective Date" and expiring Ten (10) years there from.

SECTION 5: REVOCATION

Part 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 prior written notice from the Municipality to substantially comply or to take reasonable steps to comply with a material provision or material provisions of this Franchise. Notwithstanding the above, should Company comply or take said reasonable steps to comply with said sixty-day notice, the right to revoke this Franchise for the items identified in the notice shall be extinguished unless the Company thereafter fails to comply within a reasonable time period; or
- (2) Company is adjudged as bankrupt; or
- (3) Company attempts or does practice a material fraud or deceit in securing and operating this Franchise; or
- (4) Company fails to complete and energize extensions of the Cable Television System as called for in this Franchise; or
- (5) Company reports fraudulent information to Municipality or displays gross negligence in preparing, transmitting or maintaining information as required by this Franchise; or
- (6) Company intentionally fails to timely pay undisputed taxes or fees due the Municipality under this Franchise; or
- (7) Company fails to post any performance bond required by this Franchise.

Part B. If the Municipality believes there is a basis for revocation of the Franchise, it shall so advise the Company by written notice, setting forth with particularity the basis therefor. If the Franchisee fails within 30 days of such notice to either remedy the problem or provide a plan

for remedying the problem as promptly as possible, the Municipality may proceed to revoke the Franchise. The Municipality may revoke this Franchise only by vote at a public meeting 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 the right to question witnesses. The Company shall be given at least thirty days notice of the hearing. No revocation shall be effective unless and until the Municipality notifies the Company in writing setting forth the cause and reason for the revocation and the effective date thereof.

Part C. This Franchise shall not be revoked for a failure of the Company to comply with this Agreement as set forth in section 5, Part A, if the failure is due to an Act of God or other circumstance beyond the control of the Company.

Part D. If this Franchise is revoked, the Municipality hereby agrees that the Company shall have the right to sell the same, and the assets relating thereto, to the Municipality or to any other party and that the purchase price for the same, in the sole discretion of the Company, shall be no less than an equitable price which for the purposes of this Franchise shall be the fair market value of the Cable Television System valued as an on-going business venture. Nothing herein shall obligate the Municipality to purchase the Franchise and the assets relating thereto. The Company may be afforded one year after revocation to affect the aforementioned right and during such time the Municipality may in its discretion permit the Company to operate the Cable Television System and provide Cable Television Service pursuant to the obligations of this Franchise Agreement.

Should the Company fail to make Franchise Fee payments otherwise legally due to Municipality after revocation, Municipality shall have the right to immediately terminate the Company's right to operate the Cable Television System under this Agreement.

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

SECTION 6: INDEMNIFICATION AND INSURANCE

Part A. The Company hereby agrees to indemnify the Municipality for, and hold it harmless from, all liability, damage, cost or expense (including reasonable attorneys' 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.

Part B. The Company shall as of the effective Date of this Franchise furnish to the Municipality evidence of a liability insurance policy or policies 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 Four and a half Million Dollars (\$4,500,000.00) (this shall increase 10% for each cumulative 10% increase in the US CPI) for bodily injury and property damage, issued by a company authorized to do business in New York State which policy or policies shall provide for coverage of each and every liability specified in Part A, above, and shall name the Municipality as an additional insured. 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. At or before the Effective Date, the Company shall have obtained the above-referenced insurance policies and within 60 days after the Effective Date the Company shall deliver to the Municipality certificates of insurance evidencing that the above premiums for the current policy year have been paid and that the Municipality has been named as an additional insured on all liability insurance policies. The Company shall request of its insurance carriers that each such policy contain a provision to the effect that the insurance carrier shall use its best efforts to notify the Municipality of any cancellation or termination of any such policies not less than 30 days prior thereto. The insurance coverage hereinabove referred to may be included in one or more policies covering other risks of the Company or any of its affiliates, subsidiaries or assigns.

Part 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 and 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; UNDERGROUNDING OF FACILITIES

(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 (hereinafter collectively "utilities") for the use of said utilities' poles whereby said utilities shall provide use of and access to said poles by the Company of the Company's lines and other equipment. Notwithstanding the above, where necessary to serve Subscribers and where attachment to the pole(s) of utilities is not economically reasonable or otherwise feasible, the Company may erect or authorize or permit others to erect any poles or any other facilities within the Streets of the Municipality pursuant to the issuance by the Municipality of any necessary authorizations.

(b) In such areas or subdivisions of the Municipality without existing above ground utility poles, the Company shall install its lines and related facilities underground in accordance with such requirement of this section unless a waiver has been granted to other utilities for the same area of construction.

SECTION 8: RELOCATION OF PROPERTY

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 the Municipality as a result of the re-grading or other improvements to 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, within 30 days, 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 to 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

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. The installation and maintenance of said property shall also be subject to the approval of the Municipality. All Cable Television System equipment shall conform to those standards of the National Electrical Code of 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 any Street of the Municipality.

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 within 24 hours after the earlier of notice to the Company from the Municipality or after the Company becomes aware of the same, or such longer period of time as may be reasonable under the circumstances, in such fashion as to restore the property or street to substantially its former condition. Subject to the prior approval of the Municipality, the Company is hereby granted the authority to trim trees upon and overhanging the Streets of, and abutting private property 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.

The Company agrees to notify the Municipality within one hour, or as soon as is reasonably possible, of discovery of any damage to individual or public property.

SECTION 10: REMOVAL AND ABANDONMENT OF PROPERTY

If the use of any part of the Company's Cable Television System occupying the Streets of the Municipality is discontinued for any reason for a continuous and uninterrupted period of twelve (12) months, the Company shall, on being given sixty (60) days written notice by the Municipality, remove that portion of its Cable Television System from the Streets of the Municipality which has been unused. The cost and expense of such removal shall be borne by the Company, and said Streets shall be returned to as good condition as they were in immediately before the removal. In the event the Company fails to remove the unused portion of its system in a timely manner, it shall be deemed abandoned and the Municipality may remove or cause to remove said portions of the Cable Television System from its Streets. It is understood that the cost of any such removal shall be borne by the Company.

SECTION 11: OPERATION AND MAINTENANCE

(a) The Company shall contract and maintain its cable system using materials of good and durable quality and shall perform all work involved in the construction,

installation, maintenance and repair of the cable system in a safe, thorough and reliable manner.

(b) 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 set forth by the FCC. The Company shall maintain staffing levels and support equipment to assure that telephone inquiries are handled consistent with FCC standards. The Company shall respond to individual requests and Municipality requests for repair service no later than the next business day. The Company shall maintain a means to receive repair service requests and notice of system outages at times when its business office is closed. Upon request, a summarized quarterly report shall be provided to the Municipality of calls received and range of satisfactory resolution of problems.

(c) Throughout the term of this Franchise, Franchisee's Cable Television System shall have a minimum channel capacity of seventy-eight (78) channels.

(d) 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. The Company shall fully cooperate in the performance of such testing.

SECTION 12: CONTINUOUS SERVICE

The Company shall continue to provide cable service to all subscribers who meet their obligations to the Company with respect to such service. The Company shall not, without the written consent of the Municipality and approval by the Public Service Commission abandon its cable television system or any portion thereof.

SECTION 13: SERVICE AREA; MANDATORY EXTENSION; CONSTRUCTION; LINE EXTENSION

Part A. The area of the Municipality currently served by the Cable Television System is shown bordered in red on Map A, which is attached hereto, and made part hereof, as "Map

of Existing Primary Service Area and Mandatory Service Extension Area".

Part B. It is understood that the Company has completed an upgrade of the Cable Television System in the Municipality such that the system is capable of passing 860 MHz.

Part C. For the period of this contract the Company hereby agrees to provide cable television service to any other areas of the Municipality which are contiguous to the then service area (outlined in blue on Map A), and contain at least 20 residential dwelling units per linear mile of cable television line needed to serve them, upon the written request of the Municipality at the Company's expense.

Part D. In any area having fewer than 20 residential dwelling units per mile, the Company shall have the right to extend service thereto in accordance with Part 895.5 of the Rules and Regulations of the NYSPSC.

Part E. Notwithstanding Parts A to D above, the Company may extend its service without contribution-in-aid-of-construction anywhere in the Municipality at any time during the life of this Franchise.

Part F. The Company agrees to install lines along with the other utilities on any new development that is built that meets the density in Part C provided the Company is able to obtain access on terms and conditions acceptable to Company.

SECTION 14: RATES

Part A. No rate or charge shall be regulated by or for the Municipality, nor charged by the Company, which is inconsistent with applicable federal statutes or the rules and regulations of the FCC, including, without limitation, rates or charges concerning Cable Television Service. It is agreed that should such statutes or rules and regulations be modified to permit greater local regulation of rates, or to again permit local specification of signals carried, or arrangement of signals on the various tiers of service, this Franchise shall be read as permitting Municipality equal latitude. It is further agreed that if Municipality shall exercise its right to impose such rate regulation as

permitted by law, or shall ask NYSPSC to exercise such authority on its behalf, the applicable rates charged hereunder shall be those determined in such a manner. The Company agrees to participate in any and all public hearings required by federal law or the NYSPSC that are related to any and all rate changes.

The Municipality further acknowledges that it may under current federal law 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 or other Cable Television Service, 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 consistent with applicable law.

Part B. The Company shall not unfairly discriminate against individuals in the establishment and application of rates and charges for Video Programming or other Cable Television service generally available to subscribers in accordance with applicable law, including the Rules and Regulations of the NYSPSC.

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 Cable Television Service; (ii) the Company from providing any of its Cable Television Service (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 Cable Television service on a seasonal basis, or discounting rates to persons who subscribe to any Cable Television Service that is provided on a bulk-billed basis.

Subscribers in the Town and The Village who are currently (as of Effective Date) receiving the following senior citizen discount shall continue to receive: one free month of service, equivalent to their current plan, following any consecutive twelve (12) month period for which timely payment is made (no late payments).

**SECTION 15: PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG)
ACCESS CHANNELS AND SERVICES**

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

(b) Throughout the term of this Agreement, the Company will maintain the facilities necessary to permit the transmission of a television signal to the Company's headend to permit distribution on the PEG access channels from the following locations:

Village of New Paltz Village Hall, 25 Plattekill Avenue, New Paltz

Town of New Paltz Town Hall, One Veterans Drive, New Paltz

Town of New Paltz Community Center, Three Veterans Drive, New Paltz

SUNY New Paltz, Student Union Building, New Paltz

New Paltz High School, South Putt Corners, Road, New Paltz

(c) The Municipality may designate a Community Access Organization to manage the use of PEG access channels. Such an organization shall establish and enforce rules to ensure non-discriminatory access for users.

(d) The PEG access channels shall be carried on the basic service tier.

**SECTION 16:
SERVICE TO PUBLIC FACILITIES; ACCOUNTABILITY
PROVISIONS AND INSPECTION OF RECORDS**

Part A. The Company shall provide and maintain free-of-charge a single service outlet offering at a minimum, basic service to each state accredited public school, firehouse, police station, municipally occupied building located within the Municipality, which is occupied for governmental

purposes, as agreed to herein, or as may reasonably be requested by the Municipality within sixty days (60) after the Effective Date of this Franchise, provided that the point chosen for connection of such wire to the institution requires an aerial drop of no more than two hundred feet (200') from the closest feeder line of the Cable Television System. If in any such service the distance to the feeder line is greater than 200 feet, or requires underground installation, the Municipality will be responsible for the incremental cost. All such connections shall be above ground except where all utility lines and cables in the area are underground. In the case of underground installation, the Municipality shall be responsible for all costs in excess of the cost of an aerial installation of 150 feet). The drops and in-coming service described in this Part are in addition to any signal origination points (outgoing or backfeed points) specified in this Franchise or subsequently agreed to by the Company and the Municipality.

Part B. The Company shall maintain and make available to the Municipality upon thirty-days (30) of a written request, the following reports:

1. All reports required by or voluntarily submitted to the NYSPSC and the FCC by the Company related to its operation of the cable system or its conduct of business in the New Paltz Community.

2. The following financial, system, and operational reports:

- a. An ownership report indicating all persons who at any time during the preceding year controlled or held an ownership interest in the Company of thirty-five (35%) or more.

- b. A copy of the annual report of the Company, if any.

- c. A report on the placement of any limited partnership offering by the Company, if any.

- d. An annual list of officers and members of the Board of the Company's corporate general partner.

- e. Performance testing results as submitted to the FCC and NYSPSC.

- f. A summary of the previous year's subscriber activity for the New Paltz Community.

- g. A summary of service requests and complaints received and handled for the New Paltz Community.

h. A summary of the number of outages experienced during the previous year in the New Paltz Community.

Part C. The Company shall maintain and make available to the Municipality for inspection within thirty-days (30) of a written request, the following records:

1. Subject to applicable law, including laws regarding subscriber privacy, a record of all service orders received and subscriber complaints for the New Paltz Community for the past year, 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, experienced in the New Paltz Community for the past year, due to causes other than routine testing or maintenance.

Part D. To the extent not inconsistent with or prohibited by the provisions of Section 631 or the Cable Act, 47 U.S.C. 551, and all other laws including those relating to subscriber privacy, the Municipality reserves the right to inspect any records of the Company to verify compliance with the terms of this Franchise upon reasonable notice and during normal business hours. The Company shall promptly make such materials available at its local business office.

Part E. At the written request and invitation of the Municipality, and at least once each calendar year during the term of this franchise, the Company's General Manager shall appear at a public session scheduled by the Municipality to answer the inquiries of representatives of the Municipality and the residents of the Municipality pertaining to the operation of the cable system in the Municipality.

Part F. Confidentiality. Municipality shall maintain as confidential any information provided to it by the Company under the terms of this Franchise which the Company has designated as confidential. In the event that Municipality believes at any time that it is required by law to disclose such information to a third party, Municipality will so notify the Company at a time prior to any such disclosure that affords the Company a reasonable opportunity (30

days) to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

SECTION 17: ADDITIONAL SUBSCRIBER SERVICES

Part A.

1. Payment for cable television service rendered to subscribers may be due and payable in advance. A late charge, consistent with applicable law, may be applied by the Company.

2. Payment for equipment provided by the Company to subscribers and the installation, repairs and removal thereof shall be paid in accordance with lawful, standard, and customary practices.

Part B. The Company shall have the right to disconnect delinquent subscribers where:

1. At least five days have elapsed after written notice of discontinuance has been served personally upon a subscriber: or

2. At least eight days have elapsed after mailing or emailing to the subscriber written notice of discontinuance addressed to such person at the premises where the service is rendered.

Part C. Notice of the Company's procedures for reporting and resolving billing disputes and the Company's policy and subscribers rights in regard to "personally identifiable information", as that term is defined in Section #631 on the Cable Act 47 U.S.C. 551, 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 or State law and pursuant to NYSPSC rules and regulations.

Part D. The Company shall offer to Subscribers and shall notify them in writing of the availability of locking program control devices, which enable the subscriber to limit reception in the subscriber's premises.

The notice called for herein shall be provided by the Company to new subscribers at the time of installation, and

hereafter to all subscribers as required by Federal and State law.

Part E. The Company shall give credit for Cable Television System outages pursuant to Part 890.91 of NYSPSC regulations. Said regulations are attached hereto as Schedule B.

Part F. In accordance with the applicable requirements of Federal and State law, the Company shall provide written notice to the Municipality and to the subscribers of any increase in rates or charges for any Cable Television Service pursuant to Part 890.80 of NYSPSC rules and regulations. The Company shall provide written instructions explaining how services may be cancelled in time to avoid the increase.

Part G. The Administrator of this Franchise for the Municipality shall be the Supervisor and his or her designated representative, if any. All correspondence and communications between the Company and the Municipality pursuant to this Franchise shall be addressed by the Company to the Administrator(s).

Part H. 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 such subscriber's dwelling units or other units wherein such service is to be provided.

Part I. In addition to his or her appearance obligations defined in Section 16, Part E., the General Manager of the System shall appear at the Municipal Hall on a semi-annual basis at an agreed upon time scheduled by the Municipality for the purposes of hearing subscribers' concerns relating to customer service provided by the Company. The Company, at its sole expense (not to exceed 2 hours @ \$50 per hour), will arrange for the video or digital recording of such public comments so as to gather and respond to requests or complaints made in this forum. This recording may be cablecast on local Public Access Television. At its sole expense (not to exceed 2 hours @ \$50 per hour), the Company will arrange for the video or digital recording of a second forum to address public comments made in the first forum. This second recording may be cablecast on local Public Access Television and shall take place within a time frame

that assures it is held in accordance with a semi-annual meeting schedule.

Part J. The Company agrees to maintain a convenient location, which is accessible at least 20 hours per week for the payment of bills. The Village of New Paltz and/or the Town of New Paltz may accept payments on behalf of the Company and shall forward those payments to the Company on a timely basis.

Part K. The Company agrees to provide and maintain a precise Internet address through which customer services such as bill payment, reporting of problems or complaints that might otherwise be performed by telephone or by United States mail may be performed on-line.

SECTION 18: FRANCHISE FEES

Part A. The Company shall pay to the Municipality during the term of this Franchise a sum equal to three and one half percent (3.5%) of total Gross Revenues determined in accordance with Generally Accepted Accounting Principles.

The Municipality may, by resolution, within 60 days prior to the start of a new calendar year, elect to alter this franchise fee percentage between one (1%) and five (5%) percent once in each two year period during the life of this agreement. Such an amendment shall be subject to a public hearing and approval by the NYSPSC. The Company shall enact any such changes within 60 days after the date of approval by the NYSPSC.

Payment of the Franchise Fee shall be due semi-annually on August 15th for the period January 1st through June 30th and February 15th for the period July 1st through December 31st of the prior year. The Company shall submit to the Municipality a statement containing information to permit the Municipality to verify that the payment of the franchise fee has been fully and accurately made. Acceptance by the Municipality of the payment does not confirm its accuracy or abrogate any rights the Municipality may have under this agreement to secure the correct payment. The statement shall be submitted at the same time as payment of the franchisee fee.

Part B. Upon seven (7) calendar days notice and during normal business hours, the Municipality shall have the right to inspect pertinent books, records, maps, plans, financial statements, and other like materials of the Company to determine Company's compliance with the terms of this agreement; provided, however, that none of the Municipality, its officers, employees, executives, elected officials, agents nor any other person shall have any right to inspect or review "personally identifiable information" of or concerning any Subscribers, as that term is now or may hereafter be defined pursuant to section 631 of the Federal Cable Act. In the event of the improper collection or disclosure of personally identifiable information or information deemed confidential, as defined under either the Federal Cable Act or other applicable laws, by the Municipality or any of its employees or agents, and notwithstanding any other provision to the contrary in this Franchise, the Municipality shall be liable for any and all damages, costs, and expenses arising out of its improper collection or disclosure.

Part C. If Federal or State Laws allow Franchise Fees in a stated percentage in excess of 5%, the Municipality may increase the franchise fee percentage up to such new maximum upon 120 days notice to the Company. Such an amendment shall be subject to a public hearing and approval by the NYSPSC. The Company shall enact any such changes within 60 days after the date of approval by the NYSPSC.

**SECTION 19: SEVERABILITY, GOVERNING LAW, POLICE POWERS,
REQUESTS FOR AUTHORIZATION AND NON-DISCRIMINATION**

The Company may apply to the Municipality for a temporary waiver of any provision of this Agreement or for an extension of time to comply with a provision of this Agreement. The Municipality may grant such waiver or extension for good cause shown.

The Municipality may require the submission of any information by the Company necessary to support the latter's request for waiver or extension.

To the extent not consistent with or contrary to applicable federal law, in terms of this franchise shall be governed and construed in accordance with the laws of the State of New York.

Should any provision of this Franchise be held invalid by a court or regulatory agency of competent jurisdiction, the remaining provisions of this franchise shall remain in full force and effect.

The Company and the Municipality shall comply with all laws, rules and regulations of both the federal government and of the State of New York concerning this Agreement and regarding the installation, construction, operation, and maintenance of the Company's Cable Television System, and the provision of Cable Television Service, provided said state laws are not in conflict with, are not preempted, superseded, or suspended by federal law, regulations or orders.

The parties agree to amend to their mutual satisfaction any provision of this Agreement that becomes invalid and unenforceable during the term of this agreement because of a change in law or regulation.

Nothing contained herein shall be construed to prohibit the Company from requesting a waiver by any State or Federal regulatory agency of any relevant law, rule, regulation, or provision contained in this Agreement provided that a copy of such request shall be serviced upon the Municipality in sufficient time for Municipality to reply.

The Municipality reserves the right to adopt in addition to the provisions contained in this Franchise Renewal Agreement, and existing applicable ordinances, if any, such additional regulations as it shall find necessary and lawful in the exercise of its police powers to protect the public health and safety; provided, however that such regulations are reasonable and not in conflict with state or federal law, rules, regulation or orders or the terms of this Franchise.

The Company shall file requests for all necessary operating authorizations with the NYSPSC and 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, sex, or sexual orientation.

SECTION 20: NOTICE

All notices required herein shall be 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 overnight, or hand delivered to the parties and locations as specified below. Both Time Warner Cable and Municipality may change where notice is to be given by giving notice to the other.

When notices sent to

Time Warner Cable: Time Warner Cable
Hudson Valley Region
Director of Government Relations
2778 State Route 52
Liberty, NY 12754
Telephone: (845) 695-9625
Facsimile: (845) 292-1656

With a copy to:

Time Warner Cable
Law Department
60 Columbus Circle
New York, NY 10023

When notices sent to

Municipality:

Town of New Paltz
P.O. Box 550
One Veterans Drive
New Paltz, NY 12561
Telephone: (845) 255-0604
Facsimile: (845) 255-4084

SECTION 21: FORCE MAJEURE

In no event, and notwithstanding any contrary provision in this Franchise, shall this Franchise be subject to revocation or termination, or the Company be subject to penalty or prejudice or in any way liable for non-compliance with or delay in the performance of any obligations hereunder, where its failure to cure or take reasonable steps to cure is due to reason of strike, Acts of God, acts of public enemies, order of any kind of a

government of the United States of America or of the State or any of their departments, agencies, political subdivisions; riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, tornadoes, volcanic activity, storms, floods, washouts, droughts, civil disturbances, explosions, partial or entire failure of utilities or any other cause or event not reasonably within the control of the Company. The Company shall not be deemed to be in violation or default during the continuance of such inability and 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 obligations hereunder shall automatically extend for a period of 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.

SECTION 22: RIGHTS OF ENFORCEMENT

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

SECTION 23: 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 and confirm this Franchise and the rights and obligations contemplated herein.

SECTION 24: 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 by agreement in writing signed by duly authorized persons on behalf of both parties. To the extent required by State law, amendments hereto shall be confirmed or approved by the NYSPSC.

This Franchise may be executed in one or more counterparts, all of which taken together shall be deemed one (1) 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 the 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 rights or remedies, which the parties may have with respect to the subject matter of this Franchise.

SECTION 25: NO JOINT VENTURE

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

SECTION 26: TRANSACTIONS AFFECTING OWNERSHIP OF THE FRANCHISE

Part A. This Franchise cannot in any event be sold, transferred, leased, assigned or disposed of, including but not limited to, by force or voluntary sale, merger, consolidation, receivership, or other means, without the prior written consent of the Municipality, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Section shall not apply to or restrict:

i. Any assignment of this Franchise between any parent and subsidiary corporation or between entities when the controlling interest is held by the same person; or

ii. The mortgage, pledge, collateral assignment, transfer and trust or grant of a security interest by the Company to its lenders, and their successors and assigns, of and in this Franchise and all rights of the Company related thereto, to secure any indebtedness or obligations of the Company with respect to which a security interest

has been, or hereafter is granted, or to the exercise by each of the secured parties of its rights as a secured party in the event of a default by the Company in the payment or performance of any of its indebtedness or obligation secured thereby.

Part B. The Company shall promptly notify the Municipality of any proposed change, merger, transfer or acquisition of a controlling interest in the Company. A change in controlling interest is presumed to have occurred when fifty-one percent (51%) or more of the stock of the Company passes to an entity or individual that does not currently hold an ownership interest in the Company.

Part C. The prior written consent of the Municipality is required for every change, merger, transfer or acquisition of control of the Company, except as specified in Part A (i), and Part A (ii) hereof. The Municipality may inquire into the legal, financial, character, technical and any other public interest qualifications of the prospective controlling party, and the Company shall assist the Municipality in any such inquiry.

Part D. The Municipality hereby consents to the grant by Company of a security interest in this Franchise and all other assets of the Cable Television System to such lending institution or institutions as may be designated by the Company, which institution(s) shall have all rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code.

Part E. Notwithstanding anything to the contrary or otherwise contained in this franchise, the franchisee is hereby granted the right to assign this franchise or to transfer control of the franchisee (or of any entities affiliated with it) to Time Warner Cable, Inc. or any entities affiliated or associated with it; provided, however that the Municipality shall be promptly notified of any such transfer of control or any such assignment of the franchise.

SECTION 27: SURVIVING MUNICIPALITY

To the maximum extent practicable, and fully aware that the Town of New Paltz and the Village of New Paltz are separate franchising authorities whose cable television franchises

This contract will remain in effect in the event of dissolution, merger, and or incorporation involving either or both of the two municipalities and will be assumed by the successor Municipal entity having jurisdiction. The Company shall be notified thereof.

IN WITNESS WHEREOF, the Municipality and the Company have caused this Agreement to be signed by their duly authorized officials and officers as of _____.

Time Warner Cable Northeast LLC
d/b/a/

TIME WARNER CABLE

By: Ausan Zimet By: AK
Title: Town Supervisor Title: SVP & CFO RESIDENTIAL SERVICES

Approved as to form:

Schedule A
Map
Sent to Town on September 13, 2012

Schedule B

**Public Hearing-Time Warner Cable Contract/Workshop Meeting
January 17, 2013
7:15 p.m.**

Present: Supervisor Susan Zimet, Councilwoman Jean Gallucci, Councilwoman Kitty Brown, Councilman Kevin Barry.

Absent: Councilman Jeff Logan.

At 7:20 p.m. a motion was made by Councilwoman Gallucci to open the continuation of the Public Hearing on the Time Warner Cable contract. Seconded by Councilwoman Brown, all aye votes cast, motion carried.

Public Comment:

Don Kerr spoke in favor of the ratification of the new franchise agreement. He thanked all those involved in the negotiations including Supervisor Zimet, Councilwoman Brown, Councilman Barry, Dave Lent, Andrea Russo, Randall Leverette and Toni Hokanson. It was quite an endeavor and has the full support of the Public Access Committee.

At 7:22 p.m. a motion was made by Councilman Barry to close the public hearing. Seconded by Councilwoman Gallucci, all aye votes cast, motion carried.

At 7:25 p.m. Councilman Logan arrived.

At 7:30 p.m. a motion was made by Councilman Logan to open the Workshop meeting with the pledge. Seconded by Councilman Barry, all aye votes cast, motion carried.

Agenda- Add the following: Tree Planting Resolution, Attendance at Association of Towns Conference, Reclassification of Recreation Director, Authorize Supervisor to sign Time Warner Contract, Park Point Letter to Planning Board & RFP, Discussion of Edmunds System for Building Department.

A motion was made by Councilman Logan to adopt the agenda as amended. Seconded by Councilman Barry, all aye votes cast, motion carried.

Public Comment:

Ray Lunati nominated Councilman Barry for Deputy Supervisor. Indicated that the Town should send a letter to the County encouraging *no* tax relief. Mentioned letter in paper regarding sidewalks, written by two high school students, one lives in Gardiner. Believes people on the boarder of New Paltz and Gardiner should secede to New Paltz because we could use the money, they use our services too. Pleased to see Central Hudson is helping the Wallkill River not to flood. Was surprised to see Mohonk as the landmark for New Paltz on Google, should be Huguenot Street and College.

Announcements:

*The Ulster County Transportation Council has accepted the joint municipal grant application with the Village to conduct a Safe Route to School Action Plan for the NP Central School District.
*Nicholas Zapatowski who previously got permission from Town Board to build dugouts at Clearwater Field for Eagle Scouts, has completed the project. Wrote to the Town Board and thanked them for the opportunity.

Presentation by Al Wegener on the Scenic Byway:

The Shawangunk Mountains Regional Partnership is an Intermunicipal partnership of the Towns of Crawford, Gardiner, Marbletown, Montgomery, New Paltz, Rochester, Rosendale, Shawangunk, Wawarsing and the Villages of Ellenville and New Paltz. The purpose of the Guide is to present ideas, which will help the Planning Boards to accommodate development and still preserve the scenic beauty of the Shawangunk Mountains Region. The guide is not a set of rules, regulations or standards, simply conceptual. It is meant to help Planning Boards visualize the impact that a development may have on the scenic resources, with hopes of lessening the impact.

Councilman Logan asked if this plan and envelope it into the Town's Master Plan to help guide in current zoning.

Al Wegener indicated that George Lithco has ideas on how to use this in the Town and to refer it to the Planning Board. He also indicated that this guide was paid for through a grant from the Federal Highway Administration and the NYS Department of Economic Development.

Councilman Barry indicated that while these are great ideas, he would be interested in a model visual for the community that's affordable and more realistic. We need to come up with a way to raise revenue from plans like this.

Al Wegener indicated that it would be difficult to do that when the partnership is made up of 11 Towns that are all very different.

Councilwoman Brown indicated that this is the scenic vistas component of Planning and in that sense we don't have a regional design for that. She also believes that every acre of open space is the best tax value that we can get because it doesn't cost us anything.

A motion was made by Councilman Logan to accept the Scenic Resources in the Shawangunk Mountains Region Presentation as presented and to forward to the Town Planning Board for review. Seconded by Councilwoman Gallucci. All aye votes cast, Councilman Barry voted no because he feels that this policy is being driven by a non-tax paying organization. Motion carried.

Tree Planting Resolution:

Al Wegener- The Town can invest in doing things that have a public benefit by planting trees along Main Street, beyond the right of way. Important to have the State recognize this as well. This resolution enables the Association of Towns Resolutions Committee to consider and decide if they will recommend this to their membership at the February Conference, but it starts here. The AOT can then take the lead and start to lobby with the NYS Legislature and Governor. This will release federal funds to the state for use of street trees.

RESOLUTION OF THE TOWN OF NEW PALTZ BOARD

IN SUPPORT OF MUNICIPAL TREE PLANTINGS OUTSIDE THE RIGHT OF WAY

WHEREAS, trees planted in the right-of-way are likely to conflict with utility lines, resulting in increased costs to counties, towns and villages, power outages, and disfigurement of the street trees; and

WHEREAS, soil volume within the right-of-way is often inadequate to support healthy street trees, resulting in vulnerability to insects and diseases and limiting growth to less than full mature size; and

WHEREAS, trees subject to disfigurement to accommodate utility lines and trees with inadequate soil volume to support healthy growth are less able to withstand the stresses of climate variability, particularly intense storms, resulting in hazardous conditions on roads; and

WHEREAS, trees planted within the right of way interfere with road maintenance operations; and

WHEREAS, the New York State Association of Town Superintendents of Highways actively discourages the planting of trees within the right of way; and

WHEREAS, some municipalities in the State now prohibit planting of trees within the right of way; and

WHEREAS, the United States Forest Service estimates that for a planting cost of \$250-600, which includes 3-years of maintenance, trees return over \$90,000 of direct benefits over the lifetime of the tree; and

WHEREAS, street trees provide increased safety for motorized traffic and pedestrians, reduce urban traffic speeds, lengthen pavement life, lessen road rage, and create safer and more pleasant walking environments; and

WHEREAS, street trees impart 12% higher income for businesses located on tree-scaped streets and add value to adjacent homes businesses and, in turn, the tax base; and

WHEREAS, street trees reduce storm water runoff and flooding potential; and

WHEREAS, street trees provide rain, sun, heat, and skin protection, reduce harms from tailpipe emissions, and lower pollutants; and

WHEREAS, street help shape and preserve community character, now therefore

BE IT RESOLVED that the Town of New Paltz calls upon the New York State Governor Andrew Cuomo, as well as the State Legislature, to authorize municipal street tree planting outside of the right of way.

A motion was made by Councilwoman Gallucci to adopt the Resolution of the Town of New Paltz Board in Support of Municipal Tree Plantings Outside the Right of Way. Seconded by Councilman Logan, all aye votes cast, motion carried.

Recycling:

Coordinator Laura Petite discussed the recently passed legislation by the County relative to Flow Control. The County would require certain recyclables and garbage to be weighed at the County facility, increasing their revenue, but disposed of at the Town's facility. This would create a negative impact on the Town's revenue.

Laura also announced a new program starting January 26th from 10-1 p.m. where you can bring broken garden tools to the recycling center and someone will demonstrate how to fix them.

Sewer Line Easement-Millbrook Terrace:

Councilman Barry recused himself from the discussion and vote due to the fact that Roger and Lillian Spool are his clients. The sewer line was approved to be installed and hooked up in 2005. Still has not been done. Spools now have a prospective buyer. Joe Moriello is requesting an extension of two years on behalf of the Spools.

A motion was made by Councilwoman Gallucci to approve the extension of two years to complete the installation of the line. Seconded by Councilman Logan, all aye votes cast, motion carried. Councilman Barry recused himself.

Appointment:

A motion was made by Councilman Barry to appoint Peter Kaufman to the Bike-Ped Committee for a term of 4 years to expire 12/31/16. Seconded by Councilwoman Gallucci, all aye votes cast, motion carried.

Reclassification of Recreation Director:

A motion was made by Councilwoman Gallucci to lay off the position of full-time recreation director and replace it with a part-time recreation director position at an annual salary of \$18,000 to be filled by Chuck Bordino. Seconded by Councilwoman Brown, all aye votes cast, motion carried.



Time Warner Cable Contract:

A motion was made by Councilman Barry to authorize the Supervisor to sign the Time Warner Cable Franchise Renewal Agreement. Seconded by Councilwoman Brown, all aye votes cast, motion carried. Highlights of this Agreement include 1 free month to seniors who pay on time for 12 consecutive months. In addition to the attendance of a General Manager from Time Warner to a public session of the Town, once a year. As well as a convenient location that is accessible for the payment of bills for at least 20 hours per week.

A motion was made by Councilman Barry to schedule a meeting with a General Manager from Time Warner, as per the agreement, at the first Town Board meeting in March of each year. Seconded by Councilwoman Gallucci, all aye votes cast, motion carried.

Association of Towns Conference:

A motion was made by Councilwoman Gallucci to authorize the attendance of 4 Town Board members to the AOT conference in the amount of \$1,425. Seconded by Councilman Logan, all aye votes cast, motion carried.

Park Point RFP:

A motion was made by Councilwoman Brown to authorize the Supervisor to authorize Dave Clouser to prepare an RFP to hire an independent consultant to review and evaluate the Fiscal Impacts of Park Point. Seconded by Councilman Barry, all aye votes cast, motion carried.

Park Point Letter to Planning Board:

The Planning Board has closed the Public Hearing but will accept comments until January 31st. The Town Board discussed making revisions to the comments prepared by George Lithco. Councilwoman Brown indicated that she does not want the comments to contain language that sounds like the Town has accepted a PILOT, but does want language that agrees to a conservation easement on any land that is not shown as being built on. She would also like a visual simulation of what the project would look like from the mountain. The Chief indicated that this project would require four more officers to the Department. Councilmen Logan and Barry will work on the revisions with input from all Board members and determine the costs associated with additional police officers.

Edmunds System for Building Department:

Stacy Delerede expressed interest in the Town purchasing software from Edmunds specifically for the Building Department's functions. This would aid in tracking escrow accounts and would be integrated with the bookkeeping system. The cost is around \$23,000. Councilman Barry requested a demo and more information before proceeding.

Minutes:

Tabled until next week.

Warrant:

A motion was made by Councilman Logan to authorize the Supervisor to pay the January Warrant in the amount of \$245,717.39 for 2012 and \$134,308.37 for 2013, for a total of \$380,075.76. Seconded by Councilman Barry, all aye votes cast, motion carried.

Supervisor Zimet indicated that the Labor attorney would be coming next week to discuss more contract negotiations.

At 10:45 p.m. a motion was made by Councilman Barry to adjourn the meeting. Seconded by Councilwoman Gallucci, all aye votes cast, motion carried.

Respectfully Submitted,



Rosanna Mazzaccari
Town Clerk