

Agenda of the June End-of-the-Month Meeting of the Wilmington Town Board & PUBLIC HEARING

Wednesday, June 24, 2026

6 p.m.

1. Resolution: Negative State Environmental Quality Review Act declaration for Local Law 2
2. Discussion of Local Law 2 of 2026: A Local Law to Improve Access to Housing in the Town of Wilmington
3. Roll-call vote on Local Law 2
4. Resolution: Negative State Environmental Quality Review Act declaration for Local Law 4
- 5. PUBLIC HEARING** on Local Law 4 of 2026: A Local Law Updating the Requirements for Forestry and Large Land-Clearing Operations in the Town of Wilmington
6. Discussion of Local Law 4
 - Possible roll-call vote on Local Law 4
7. Announcements & reports
 - Alarm system
 - Speeding
 - Beach staffing (July 4)
 - Summer concert series
 - Summer Youth Program
 - Sheds
 - Beach light poles
 - Comp. Plan grant requirements
8. Discussion / resolution: Franchise agreement
9. Discussion: Employee handbook
10. Public comments
11. Executive session

Please note: This agenda is in draft form and may change.

Resolution _____-2026

WHEREAS the Town Council of the Town of Wilmington, New York, is considering a proposed local law known as Local Law 2 of 2026, which:

- 1) Decreases the minimum permissible square footage of dwelling units from 500 to 400 square feet;
- 2) Decreases the minimum lot size for new manufactured homes from three acres to one acre;
- 3) Increases, emphasizes, and clarifies the town’s land-use boards’ authority to require natural vegetative screening of manufactured homes;
- 4) Prohibits the use of new manufactured homes as short-term rentals, as the term is defined by the town of Wilmington; and
- 5) Reinforces and emphasizes that all new manufactured homes in the town of Wilmington must be attached to a permanent foundation, and clarifies the definition of “permanent foundation”; and

WHEREAS, New York State Environmental Conservation Law and the regulations of the Department of Environmental Conservation as contained in 6 NYCRR Part 617 require review of the possible environmental consequences of Local Law 2 of 2026; and

WHEREAS the Wilmington Town Council is the Lead Agency with respect to environmental impact review of the proposed local law, as defined in the State Environmental Quality Review Act and its regulations; and

WHEREAS the Deputy Town Supervisor and the Town Supervisor of the Town of Wilmington have completed Parts I, II, and III of the Department of Environmental Conservation’s Full Environmental Assessment Form, all of which are incorporated by reference hereto, for Local Law 2 of 2026; and

WHEREAS the Town Council of the Town of Wilmington, New York finds that Local Law 2 of 2026 does not change the minimum lot size in any zoning district in the town of Wilmington, will increase housing options for Wilmington residents, and is likely to, in the near-term, result in a small increase in the number of single-family homes in the town of Wilmington; therefore

IT IS RESOLVED that Local Law 2 of 2026, if adopted, will not have a significant adverse environmental impact; and therefore THIS NEGATIVE DECLARATION IS APPROPRIATE; and NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED FOR LOCAL LAW 2 of 2026; and

IT IS FURTHER RESOLVED that Local Law 2 of 2026, if adopted, is consistent with the town’s Local Waterfront Revitalization Program.

Resolution adopting Local Law #2 of 2026

WHEREAS the Town Council of the Town of Wilmington, New York, introduced proposed Local Law 2 of 2026 at its regular monthly meeting on March 10, 2026, on a motion made by Laura Hooker, seconded by Randy Winch, and carried unanimously; and

WHEREAS a Public Hearing on Local Law 2 of 2026 was duly held at 6 p.m. on March 25, 2026, during which the Town Council of the Town of Wilmington, New York (hereinafter “Town Council”) heard from any and all members of the public regarding the proposed adoption of Local Law #2 of 2026; and

WHEREAS the above-referenced Public Hearing on Local Law 2 of 2026 (hereinafter “Local Law 2”) was held open to allow the submission of additional written and in-person public comments until the Town Council’s regular monthly meeting at 6 p.m. on April 14, 2026, during which the Public Hearing was duly closed; and

WHEREAS in addition to the above-referenced meetings, the Town Council of the Town of Wilmington, New York, discussed Local Law 2 of 2026 at its meetings on February 25, 2026; April 14, 2026; April 29, 2026; May 12, 2026; May 27, 2026; and June 9, 2026; and

WHEREAS the Town Council made significant changes to the text of Local Law 2 in response to the feedback received at the Public Hearing on March 25, 2026, as well as in response to the suggestions and requests of the members of the Town Council; and

WHEREAS as a result of the above-described material changes to Local Law 2, the Town Council held a second Public Hearing on Local Law 2 at 6 p.m. on May 27, 2026, which was held open to allow the submission of additional written and in-person public comments until the Town Council’s regular monthly meeting on June 9, 2026, during which the Public Hearing was duly closed; and

WHEREAS members of the public suggested several changes to Local Law 2 on June 9, 2026, in response to which the Town Supervisor informed the public and the Town Council that he would contact the town’s land-use attorney and inquire as to the legality of these suggested changes; and

WHEREAS the town’s land-use attorney responded to the Town Supervisor and Deputy Supervisor as follows: “The answer to these questions is that you can’t use local zoning to directly exclude non-Wilmington residents, people of certain income levels, or to dictate whether homes will be owner-occupied;” therefore,

IT IS RESOLVED that the Town Council of the Town of Wilmington, New York, hereby adopts Local Law #2 of 2026, titled “A Local Law to Improve Access to Housing in the Town of Wilmington”; and

BE IT FURTHER RESOLVED that the Local Law hereby adopted reads and provides as follows:

**Local Law 2 of the Year 2026:
A Local Law to Improve Access to Housing in the Town of Wilmington**

Be it enacted by the Town Council (“town board”) of the Town of Wilmington (“the town”) as follows:

§1. Authority.

This local law is enacted under the authority granted by the General Municipal Home Rule law of the State of New York.

§2. Legislative Intent.

In January of 2024 the town board of the Town of Wilmington, New York resolved to support the town’s designation as a “Pro-Housing Community.”

In doing so, the town board pledged to streamline permitting for affordable housing and to enact policies to support a broad range of housing development.

In accordance with the town board’s responsibilities for the town’s general welfare and in conformance with the town’s Comprehensive Plan — which states that “The Town Board should consider the task of providing adequate housing for residents of varying income and household characteristics. ... [P]romote more rental and sale units at lower prices ... and encourage the development of additional, long-lasting, quality housing” — the town board begins the work of living up to the town’s designation as a Pro-Housing Community by adopting Local Law 2 of 2026.

§3. Amendment to Article IV of the Town’s Zoning Ordinance

Article IV (“Article IV – Use Regulations”) of the town’s zoning ordinance is hereby amended. Pursuant to the adoption of this local law, “Dwelling, Manufactured Home” shall be added to the table of uses in Article IV of the Zoning Ordinance as a Residential Use requiring Site Plan Review in all zoning districts.

§4. Amendment to Article V of the Town's Zoning Ordinance

Article V (“Article V – Dimensional Regulations”) of the zoning ordinance is hereby amended. Pursuant to the adoption of this local law, Subsection A of Article V (“Additional Density Requirements for Manufactured Homes”) shall read as follows:

A. Manufactured Homes. In all zoning districts the minimum lot size required for all manufactured homes shall be 1 acre. No more than one manufactured home shall be permitted per lot.

§5. Amendment to Article VI of the Town's Zoning Ordinance

Article VI (“Article VI – General Regulations”) of the town's zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the section of Article VI regulating manufactured homes shall be repealed and replaced as follows:

Manufactured Homes

A. Purpose. The purpose of this section is to promote the health, safety, and general welfare of the community, including the protection and preservation of the property of the Town of Wilmington and of its inhabitants by establishing specific requirements and regulations governing the installation of manufactured homes.

B. The installation of the manufactured home shall conform to the requirements of the United States Department of Housing and Urban Development and the New York State building code, and the following additional terms:

(1) All manufactured homes within the Town of Wilmington shall be affixed to a permanent foundation with the wheel and tongue removed. To be considered permanent, a foundation must:

- i) Be constructed of durable materials (concrete, mortared masonry, or treated wood);
- ii) Be site-built;
- iii) Have attachment points to anchor and stabilize the manufactured home to transfer all loads to the underlying soil or rock;
- iv) Have rated anchorage capacity sufficient to prevent uplift and overturning due to wind or seismic forces; screw-in soil anchors are not considered sufficient anchorage;

v) Have a footing of reinforced concrete of a size sufficient to prevent overloading the soil-bearing capacity and avoid soil settlement, the base of which shall be below maximum frost penetration depth; and

vi) Enclose a basement or crawl space with a continuous wall (whether bearing or non-bearing) that separates the basement or crawl space from the backfill, and keeps out vermin and water.

(2) All manufactured homes installed within the Town of Wilmington shall be manufactured no more than five years prior to the home's installation.

C. All manufactured homes within the Town of Wilmington shall be ineligible for use, operation, or permitting as a "short-term rental," as the use is defined in the town's Local Law 1 of 2021.

§6. Amendment to Article VI of the Town's Zoning Ordinance

Article VI ("Article VI – General Regulations") of the town's zoning ordinance is hereby amended. Pursuant to the adoption of this local law, Subsection C, titled "Site Improvements and Screening" shall be added to Article VI of the town's zoning ordinance as follows:

C. Screening of manufactured homes

Using the following general guidelines, the Site Plan Review process for manufactured homes should require new manufactured homes to preserve and, where possible, enhance the existing natural and aesthetic qualities of the project site and its environs:

- 1) Preserve existing vegetation where possible;
- 2) Employ careful siting methods so as to minimize the visual impact of manufactured homes;
- 3) The Town of Wilmington's land-use boards may require additional measures to enhance the screening of manufactured homes, such as additional setbacks, planting, and fencing.

§7. Amendment to Article VI of the Town’s Zoning Ordinance

Article XVI (“Article XVI – Definitions”) of the town’s zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the definition of “Dwelling Unit” in Article XVI of the town’s zoning ordinance shall be repealed and replaced as follows:

DWELLING UNIT – One or more rooms with provision for living, cooking, sanitary and sleeping facilities arranged for the use of one family or household, which shall not be less than 400 square feet. Excluding kitchens, bathrooms and hallways, there shall be a minimum of 70 square feet of habitable area provided for sleeping accommodations.

§8. Removal of References to Mobile Homes

Pursuant to the adoption of this local law, the following reference to “mobile homes” shall be repealed from the Zoning Ordinance of the Town of Wilmington:

1. Article XVI – Definitions: CAMPGROUNDS

Pursuant to the adoption of this local law, the following references to “mobile home(s)” shall be repealed and replaced with the words “manufactured home(s)” in the Zoning Ordinance of the Town of Wilmington:

1. Article VI – General Regulations: Temporary Structures
2. Article XVI – Definitions: PRINCIPAL BUILDING
3. Article XVI – Definitions: STRUCTURE
4. Article XVI – Definitions: TRAVEL TRAILER

§9. Statement of Intent to Supersede

The Town Board hereby declares its legislative intent to supersede any provision of the Zoning Ordinance of the Town of Wilmington, New York, that is inconsistent with the amendments adopted hereby. If any local laws, or parts of any local laws, are inconsistent with any of the provisions of this local law, this local law shall control. The Town’s forms, rules, and regulations shall, to the extent necessary, be updated to reflect these amendments. To the extent any provision of the Zoning Ordinance of the Town of Wilmington, New York, is inconsistent with this local law, this local law shall control.

§10. Severability Clause.

If any provision of this local law is found to be invalid, unenforceable, or illegal, the aforementioned provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability, and the

validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

§11. Effective Date

This local law shall take effect immediately upon filing in the office of the Secretary of State of the State of New York.

Resolution _____-2026

WHEREAS the Town Council of the Town of Wilmington, New York, is considering a proposed local law known as Local Law 4 of 2026, which:

- 1) Corrects an error in the town’s zoning code where two lines in the town’s zoning code are reversed: The use regulations governing “Forestry less than 50 acres” were transposed with those governing “Forestry more than 50 acres,” rendering the section of the code that regulates Forestry incoherent; and
- 2) Decreases the acreage threshold above which the town regulates forestry operations to operations larger than five acres in the hamlet, larger than 10 acres in the Moderate Intensity zoning district, and larger than 25 acres in all other zoning districts; and
- 3) Adds “Land Clearing” to the zoning code’s Table of Uses; and
- 4) Defines “Land Clearing” as “The clearing of trees or other vegetation from property, including, but not limited to, any such clearing in furtherance of a project or subdivision for which approval is required under this zoning ordinance”; and
- 5) Exempts from the definition of “Land Clearing” the following activities:
 - The harvesting of Christmas trees;
 - Ordinary, reasonable, and routine site clearing conducted in preparation for the construction of a building for which a building permit has been issued;
 - Routine maintenance of land for agricultural purposes;
 - The harvesting of firewood for the personal use of the property owner; and
 - Forestry uses as defined in the town’s zoning ordinance; and
- 6) Requires Site Plan Review and Special Use Permits for “Land Clearing” operations larger than two acres in the hamlet; larger than three acres in the Moderate Intensity and Low Intensity zoning districts; and larger than five acres in all other zoning districts; and

WHEREAS, New York State Environmental Conservation Law and the regulations of the Department of Environmental Conservation as contained in 6 NYCRR Part 617 require review of the possible environmental consequences of Local Law 4 of 2026; and

WHEREAS the Wilmington Town Council is the Lead Agency with respect to environmental impact review of the proposed local law, as defined in the State Environmental Quality Review Act and its regulations; and

WHEREAS the Deputy Town Supervisor and the Town Supervisor of the Town of Wilmington have completed Parts I, II, and III of the Department of Environmental Conservation's Full Environmental Assessment Form, all of which are incorporated by reference hereto, for Local Law 4 of 2026; and

WHEREAS the Town Council of the Town of Wilmington, New York finds that Local Law 4 of 2026 will strengthen, not weaken, environmental protections in the Town of Wilmington; therefore

IT IS RESOLVED that Local Law 4 of 2026, if adopted, will not have a significant adverse environmental impact; and therefore THIS NEGATIVE DECLARATION IS APPROPRIATE; and NO FURTHER ENVIRONMENTAL REVIEW IS REQUIRED FOR LOCAL LAW 4 of 2026; and

IT IS FURTHER RESOLVED that Local Law 4 of 2026, if adopted, is consistent with the town's Local Waterfront Revitalization Program.

**Local Law #4 of the Year 2026:
A Local Law Updating the Requirements for Forestry and
Large Land-Clearing Operations in the Town of Wilmington**

Be it enacted by the Town Council (“Town Board”) of the Town of Wilmington (“The Town”) as follows:

§1. Authority.

This local law is enacted under the authority granted by the General Municipal Home Rule law of the State of New York.

§2. Legislative Intent.

Adopted in 2013, the Town of Wilmington’s Zoning Ordinance regulates forestry. Sound forestry management practices, including the harvesting of timber, are encouraged by the Town. At the same time, forestry management practices have the potential to cause various disturbances, including the erosion of sediment into surface waters. Additionally, there is the potential under the existing zoning ordinance for landowners to undertake large land clearing projects for the purposes of development or subdivision prior to obtaining necessary Town approvals.

It is the Town Board’s intent through these amendments to the zoning ordinance to encourage sound commercial forestry while ensuring that commercial forestry and large land clearing projects also protect the Town’s natural and aesthetic resources.

These changes are consistent with the Town’s Comprehensive Plan, which provides the relevant goal for the Town: “Encourage pursuits compatible with [the town’s] natural resources. Activities should utilize and enhance these resources, rather than degrade or destroy.” Accordingly, the Town Board finds that these amendments will both support the town’s economic development and improve the quality of life of the community’s residents, and are therefore consistent with the Town Board’s responsibility to protect and improve the community’s well-being.

§3. Definition of Forestry

The definition of Forestry in Article XVI of the town’s zoning ordinance shall be repealed and replaced with the following:

Any forest management practice — including logging of a forest, woodland or plantation; related research and educational activities; the construction, alteration or maintenance of woodroads, skidways, landings, fences, and forest drainage systems; and similar or related activities — that is conducted pursuant to a forest

management plan. A forest management plan shall only be recognized as valid if it is prepared by a professional forester and complies with the best management practices established by the New York State Department of Environmental Conservation. Forestry shall not include either “Land Clearing” as defined in Article XVI of the Town’s zoning ordinance or the first four exemptions to Land Clearing in that definition.

§4. Definition of Land Clearing

Article XVI of the town’s zoning ordinance shall be amended to add “Land Clearing,” which shall be defined as follows:

The clearing of trees or other vegetation from property, including, but not limited to, any such clearing in furtherance of a project or subdivision for which approval is required under this zoning ordinance.

§5. Adding Land Clearing to the Zoning Ordinance’s General Regulations

Article VI of the town’s zoning ordinance shall be amended to add a subsection titled “Land Clearing,” which shall read as follows:

Land Clearing is the clearing of trees or other vegetation from property, including, but not limited to, any such clearing in furtherance of a project or subdivision for which approval is required under this zoning ordinance.

However, Land Clearing as defined in this zoning ordinance shall not include:

1. The harvesting of Christmas trees;
2. Ordinary, reasonable, and routine site clearing conducted in preparation for the construction of a building for which a building permit has been issued;
3. Routine maintenance of land for agricultural purposes;
4. The harvesting of firewood for the personal use of the property owner;
5. Forestry uses as defined in this zoning ordinance.

With respect to any Land Clearing that should have obtained approval under the town’s zoning ordinance prior to its undertaking, in addition to the fines, penalties, stop-work orders and other remedies described in Article XIV of the town’s zoning ordinance, the town’s land-use board(s) shall also have the authority to require the restoration and replanting of cleared vegetation prior to accepting or approving any subsequent applications involving the same or substantially the same real property.

§6. Requirements for Forestry

The existing requirements for Forestry in the table of uses provided in Article IV of the town's zoning ordinance shall be repealed and replaced as follows:

Forestry (more than 5 and less than 25 acres) shall require a Special Use Permit and Site Plan Review in the Hamlet 1 and Hamlet 2 zoning districts, and shall be a permitted use in the Moderate Intensity, Low Intensity, Rural Use and Resource Management zoning districts;

Forestry (more than 10 and less than 25 acres) shall require a Special Use Permit and Site Plan Review in the Hamlet 1, Hamlet 2, and Moderate Intensity zoning districts, and shall be a permitted use in the Low Intensity, Rural Use and Resource Management zoning districts.

Forestry (25 acres or more) shall be a prohibited use in the Hamlet 1 and Hamlet 2 zoning districts and shall require a Special Use Permit and Site Plan Review in the Moderate Intensity, Low Intensity, Rural Use, and Resource Management zoning districts.

§7. Adding Land Clearing to the Table of Uses

Pursuant to the adoption of this local law, the table of uses in Article IV of the Zoning Code shall be amended to add the following as residential, commercial, and industrial uses:

Land Clearing (involving less than two acres) as a permitted use in all zoning districts;

Land Clearing (two or more acres, but less than three acres) as a permitted use in the Moderate Intensity, Low Intensity, Rural Use and Resource Management zoning districts, and as a use requiring Site Plan Review in the Hamlet 1 and Hamlet 2 zoning districts;

Land Clearing (three or more acres, but less than five acres) as a permitted use in the Rural Use and Resource Management zoning districts, and as a use requiring Site Plan Review and a Special Use Permit in the Hamlet 1, Hamlet 2, Moderate Intensity and Low Intensity zoning districts;

Land Clearing (involving more than five or more acres) as a use requiring Site Plan Review and a Special Use Permit in all zoning districts.

§8. Intent to Supersede

The Town Board hereby declares its legislative intent to supersede any provision of the Zoning Ordinance of the Town of Wilmington, New York, that is inconsistent with the amendments adopted hereby.

If any local laws, or parts of any local laws, are inconsistent with any of the provisions of this local law, this local law shall control.

The Town's forms, rules, and regulations shall, to the extent necessary, be updated to reflect this local law.

To the extent any provision of the Zoning Ordinance of the Town of Wilmington, New York, is inconsistent with this local law, this local law shall control.

§9. Effective Date.

The Town of Wilmington Zoning Ordinance, as amended hereby, shall take effect immediately upon its filing in the office of the Secretary of State of the State of New York.

RESOLUTION ADOPTING LOCAL LAW #4 OF 2026

WHEREAS the Town Council of the Town of Wilmington, New York (hereinafter “the town board”), introduced proposed Local Law #4 of 2026 at its end-of-the-month meeting on April 29, 2026, on a motion made by Tim Follos and seconded by Laura Hooker; and

WHEREAS the town board discussed Local Law #4 of 2026 (hereinafter “Local Law 4”) at its meetings on April 29, 2026; May 12, 2026; May 27, 2026; and June 9, 2026; and

WHEREAS the Town Supervisor of the Town of Wilmington made significant changes to the text of Local Law 4 after the above-mentioned meetings in response to the suggestions and requests of the members of the town board and in response to the advice and feedback Supervisor Follos received from the town’s land-use attorney; and

WHEREAS a Public Hearing on Local Law 4 was duly held at 6 p.m. on June 24, 2026, during which the town board heard from any and all members of the public regarding the proposed adoption of Local Law #4; and

WHEREAS there have been many iterations of the above-described local law in the months since the town board first discussed it — on February 25, 2026 — and, among the board members who view Local Law 4 as either necessary or advisable, the town board has arrived at a strong consensus; and

WHEREAS Local Law 4, if adopted, will modernize and improve the Town of Wilmington’s Zoning Ordinance significantly; therefore,

IT IS RESOLVED that the Town Council of the Town of Wilmington, New York, hereby adopts Local Law #4 of 2026, titled “A Local Law Updating the Requirements for Forestry and Large Land-Clearing Operations in the Town of Wilmington”; and

BE IT FURTHER RESOLVED that the Local Law hereby adopted reads and provides as follows:

**Local Law #4 of the Year 2026:
A Local Law Updating the Requirements for Forestry and
Large Land-Clearing Operations in the Town of Wilmington**

Be it enacted by the Town Council (“Town Board”) of the Town of Wilmington (“The Town”) as follows:

§1. Authority.

This local law is enacted under the authority granted by the General Municipal Home Rule law of the State of New York.

§2. Legislative Intent.

Adopted in 2013, the Town of Wilmington’s Zoning Ordinance regulates forestry. Sound forestry management practices, including the harvesting of timber, are encouraged by the Town. At the same time, forestry management practices have the potential to cause various disturbances, including the erosion of sediment into surface waters. Additionally, there is the potential under the existing zoning ordinance for landowners to undertake large land clearing projects for the purposes of development or subdivision prior to obtaining necessary Town approvals.

It is the Town Board’s intent through these amendments to the zoning ordinance to encourage sound commercial forestry while ensuring that commercial forestry and large land clearing projects also protect the Town’s natural and aesthetic resources.

These changes are consistent with the Town’s Comprehensive Plan, which provides the relevant goal for the Town: “Encourage pursuits compatible with [the town’s] natural resources. Activities should utilize and enhance these resources, rather than degrade or destroy.” Accordingly, the Town Board finds that these amendments will both support the town’s economic development and improve the quality of life of the community’s residents, and are therefore consistent with the Town Board’s responsibility to protect and improve the community’s well-being.

§3. Definition of Forestry

The definition of Forestry in Article XVI of the town’s zoning ordinance shall be repealed and replaced with the following:

Any forest management practice — including logging of a forest, woodland or plantation; related research and educational activities; the construction, alteration or maintenance of woodroads, skidways, landings, fences, and forest drainage systems; and similar or related activities — that is conducted pursuant to a forest

management plan. A forest management plan shall only be recognized as valid if it is prepared by a professional forester and complies with the best management practices established by the New York State Department of Environmental Conservation. Forestry shall not include either “Land Clearing” as defined in Article XVI of the Town’s zoning ordinance or the first four exemptions to Land Clearing in that definition.

§4. Definition of Land Clearing

Article XVI of the town’s zoning ordinance shall be amended to add “Land Clearing,” which shall be defined as follows:

The clearing of trees or other vegetation from property, including, but not limited to, any such clearing in furtherance of a project or subdivision for which approval is required under this zoning ordinance.

§5. Adding Land Clearing to the Zoning Ordinance’s General Regulations

Article VI of the town’s zoning ordinance shall be amended to add a subsection titled “Land Clearing,” which shall read as follows:

Land Clearing is the clearing of trees or other vegetation from property, including, but not limited to, any such clearing in furtherance of a project or subdivision for which approval is required under this zoning ordinance.

However, Land Clearing as defined in this zoning ordinance shall not include:

1. The harvesting of Christmas trees;
2. Ordinary, reasonable, and routine site clearing conducted in preparation for the construction of a building for which a building permit has been issued;
3. Routine maintenance of land for agricultural purposes;
4. The harvesting of firewood for the personal use of the property owner;
5. Forestry uses as defined in this zoning ordinance.

With respect to any Land Clearing that should have obtained approval under the town’s zoning ordinance prior to its undertaking, in addition to the fines, penalties, stop-work orders and other remedies described in Article XIV of the town’s zoning ordinance, the town’s land-use board(s) shall also have the authority to require the restoration and replanting of cleared vegetation prior to accepting or approving any subsequent applications involving the same or substantially the same real property.

§6. Requirements for Forestry

The existing requirements for Forestry in the table of uses provided in Article IV of the town's zoning ordinance shall be repealed and replaced as follows:

Forestry (more than 5 and less than 25 acres) shall require a Special Use Permit and Site Plan Review in the Hamlet 1 and Hamlet 2 zoning districts, and shall be a permitted use in the Moderate Intensity, Low Intensity, Rural Use and Resource Management zoning districts;

Forestry (more than 10 and less than 25 acres) shall require a Special Use Permit and Site Plan Review in the Hamlet 1, Hamlet 2, and Moderate Intensity zoning districts, and shall be a permitted use in the Low Intensity, Rural Use and Resource Management zoning districts.

Forestry (25 acres or more) shall be a prohibited use in the Hamlet 1 and Hamlet 2 zoning districts and shall require a Special Use Permit and Site Plan Review in the Moderate Intensity, Low Intensity, Rural Use, and Resource Management zoning districts.

§7. Adding Land Clearing to the Table of Uses

Pursuant to the adoption of this local law, the table of uses in Article IV of the Zoning Code shall be amended to add the following as residential, commercial, and industrial uses:

Land Clearing (involving less than two acres) as a permitted use in all zoning districts;

Land Clearing (two or more acres, but less than three acres) as a permitted use in the Moderate Intensity, Low Intensity, Rural Use and Resource Management zoning districts, and as a use requiring Site Plan Review in the Hamlet 1 and Hamlet 2 zoning districts;

Land Clearing (three or more acres, but less than five acres) as a permitted use in the Rural Use and Resource Management zoning districts, and as a use requiring Site Plan Review and a Special Use Permit in the Hamlet 1, Hamlet 2, Moderate Intensity and Low Intensity zoning districts;

Land Clearing (involving more than five or more acres) as a use requiring Site Plan Review and a Special Use Permit in all zoning districts.

§8. Intent to Supersede

The Town Board hereby declares its legislative intent to supersede any provision of the Zoning Ordinance of the Town of Wilmington, New York, that is inconsistent with the amendments adopted hereby.

If any local laws, or parts of any local laws, are inconsistent with any of the provisions of this local law, this local law shall control.

The Town's forms, rules, and regulations shall, to the extent necessary, be updated to reflect this local law.

To the extent any provision of the Zoning Ordinance of the Town of Wilmington, New York, is inconsistent with this local law, this local law shall control.

§9. Effective Date.

The Town of Wilmington Zoning Ordinance, as amended hereby, shall take effect immediately upon its filing in the office of the Secretary of State of the State of New York.

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Wilmington, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, 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 operating the cable television system, and Grantor determined that the 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 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;

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

1. Definition of 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.

“Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.

“Board” shall mean the governing body of the Grantor.

“Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.

“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.

“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.

“FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.

“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.

“Franchise Area” shall mean the geographic boundaries of the Grantor and shall include any additions thereto by annexation or other legal means.

“Gross Revenues” shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis.

Gross Revenues shall not include

(1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government 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.

“Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.

“Service Area” shall mean the area described in subsection 6.1 herein.

“Standard Installation” shall mean installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee’s existing distribution system.

“State” shall mean the State of New York.

“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.

“Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

Grant of Franchise

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.

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

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. This Franchise is a contract and except as to those changes which are the result of the Grantor’s lawful exercise of its police power, the Grantor may not take any unilateral action which materially changes the mutual promises in this contract.

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

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.

Franchise Renewal

Procedures for Renewal.

The Grantor and the Grantee agree 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.

Indemnification and Insurance

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 Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of 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, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. 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. 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, including any PEG channels.

Insurance.

The Grantee shall maintain throughout 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

Auto Liability including coverage on all owned, non-owned, and hired autos: \$1,000,000 per occurrence

Umbrella Liability: \$1,000,000 per occurrence

The Grantor shall be added as an additional insured, arising out of work performed by Grantee, to the above Commercial General Liability, Auto Liability, and Umbrella Liability insurance coverage.

The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

Service Obligations

No Discrimination.

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. 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.

Privacy.

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

Service Availability

Service Area.

Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where Grantee currently provides Cable Service (the "Service Area") in accordance with the provisions of Section 895.5 of the regulations of the NYPSC. 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 Grantee having legal access on reasonable terms and conditions to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

Abandonment of Service.

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

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 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 Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. 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 Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated 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 Grantee.

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 Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after 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 format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, 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 Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

Construction and Technical Standards

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.

Construction Standards and Requirements.

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.

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.

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 be capable of providing at least seventy-seven (77) Channels.

Conditions on Street Occupancy

General Conditions.

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 Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

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 at 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 Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

Construction Codes and Permits.

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 Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

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 such a manner as not to interfere with the usual travel on such public way.

Restoration of Public Ways.

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.

Tree Trimming.

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.

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 Grantee when lawfully required by the Grantor pursuant to its police powers. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, 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.

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 relocation.

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.

Emergency Use.

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

Service and Rates

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.

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. Grantee shall give the Grantor notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

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.

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 Grantee's rights under Section 15.2 of this Franchise.

Franchise Fee

Amount of Fee.

Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

Payment of Fee.

Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.13. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

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.

Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

No auditor engaged by the Grantor shall be compensated on a success based formula (e.g., payment based on a percentage of an underpayment, if any).

Transfer of Franchise

Franchise Transfer.

This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

Records

Inspection of Records.

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 Grantee's records

pertaining to Grantee's provision of Cable Service in the Franchise Area maintained by Grantee as is reasonably necessary to ensure 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 and 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 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 Grantee in advance so that 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 State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

Public Education and Government (PEG) Access

PEG Access.

Grantee shall make available channel capacity for non-commercial, video programming for 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 Grantee's cable system, and Grantor hereby authorizes 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 Grantee in accordance with applicable law.

Enforcement or Revocation

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 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").

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.

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 available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, 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.

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:

Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or

Commence an action at law for monetary damages or seek other equitable relief; or

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.

Revocation.

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 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.

Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.

Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

Miscellaneous Provisions

Compliance with Laws.

Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. 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 or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

Employment Practices.

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.

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 of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

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.

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.

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, the Grantor shall ensure that the terms applicable to such other provider are no more favorable or less burdensome than those applicable to Grantee. If the authorization applicable to such other provider contains franchise fee, PEG, free service, right-of-way, or other terms imposing monetary or regulatory burdens that are less costly or less burdensome than the corresponding obligations imposed upon Grantee, Grantor shall, within thirty (30) days of a written request from Grantee, modify this Franchise to ensure that the corresponding obligations applicable to Grantee are no more costly or burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee agrees not to enforce such corresponding obligations in this Franchise beyond the requirements imposed by the less costly or less burdensome obligations in such competing provider's authorization. As an alternative to the equal protection procedures set forth herein, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

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 Grantee shall have the right to terminate this Franchise and operate the Cable System under the terms and conditions established in applicable law. If 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 in any existing franchise.

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:

Town of Wilmington
Attn: Supervisor
7 Community Circle
Wilmington, NY 12997

Grantee:
Charter Communications
Attn: Director, Government Affairs
20 Century Hill Dr.,
Latham, NY 12110

Copy to:
Charter Communications
Attn: Vice President, Government Affairs
601 Massachusetts Ave., NW
Suite 400W
Washington, DC 20001

Public Notice.

Grantor shall provide written notice to Grantee twenty (20) days prior to any public meeting relating to this Franchise or to consider any authorization or exemption granted to any other Person(s) to provide cable service or video service using facilities located wholly or partly in the Streets. Minimum public notice of any public meeting relating to the foregoing shall be in accordance with applicable law.

Grantee Notice.

Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for an authorization or exemption to provide cable service or video service using facilities located wholly or partly in the Streets.

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.

Entire Agreement.

This Franchise and any Exhibits hereto constitute the entire agreement between 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.

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.

NYPSC Approval.

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

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.

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.

Considered and approved this ___ day of _____, 20____.

Town of Wilmington, New York

Signature:

Name/Title:

Accepted this ___ day of _____, 20____, subject to applicable federal and State law.
Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature:

Name:

Title:

Local Law 2 of the Year 2026:
A Local Law to Improve Access to Housing in the Town of Wilmington
B

Be it enacted by the Town Council (“town board”) of the Town of Wilmington (“the town”) as follows:

§1. Authority.

This local law is enacted under the authority granted by the General Municipal Home Rule law of the State of New York.

§2. Legislative Intent.

In January of 2024 the town board of the Town of Wilmington, New York resolved to support the town’s designation as a “Pro-Housing Community.”

In doing so, the town board pledged to streamline permitting for affordable housing and to enact policies to support a broad range of housing development.

In accordance with the town board’s responsibilities for the town’s general welfare and in conformance with the town’s Comprehensive Plan — which states that “The Town Board should consider the task of providing adequate housing for residents of varying income and household characteristics. ... [P]romote more rental and sale units at lower prices ... and encourage the development of additional, long-lasting, quality housing” — the town board begins the work of living up to the town’s designation as a Pro-Housing Community by adopting Local Law 2 of 2026.

§3. Amendment to Article XVI of the Town’s Zoning Ordinance

Article XVI (“Article XVI – Definitions”) of the Zoning Ordinance of the Town of Wilmington (hereinafter “the zoning ordinance”) is hereby amended. Pursuant to the adoption of this local law, the following words shall be added to Article XVI of the town’s zoning ordinance:

Dwelling, Tiny House – A dwelling unit of less than _____square feet.

§4. Amendment to Article IV of the Town’s Zoning Ordinance

Article IV (“Article IV – Use Regulations”) of the zoning ordinance is hereby amended.

Pursuant to the adoption of this local law, “Dwelling, Tiny House” shall be added to the table of uses in Article IV of the Zoning Ordinance as a Residential Use requiring Site Plan Review in the Hamlet 1, Hamlet 2, and Moderate Intensity zoning districts.

§5. Amendment to Article IV of the Town’s Zoning Ordinance

Article IV (“Article IV – Use Regulations”) of the town’s zoning ordinance is hereby amended. Pursuant to the adoption of this local law, “Dwelling, Manufactured Home” shall be added to the table of uses in Article IV of the Zoning Ordinance as a Residential Use requiring Site Plan Review in all zoning districts.

§6. Amendment to Article V of the Town’s Zoning Ordinance

Article V (“Article V – Dimensional Regulations”) of the zoning ordinance is hereby amended. Pursuant to the adoption of this local law, Subsection A of Article V (“Additional Density Requirements for Manufactured Homes”) shall read as follows:

A. Manufactured Homes. In all zoning districts the minimum lot size required for all manufactured homes shall be 1 acre. No more than one manufactured home shall be permitted per lot.

§7. Amendment to Article V of the Town’s Zoning Ordinance

Article V (“Article V – Dimensional Regulations”) of the town’s zoning ordinance is hereby amended. Article V shall be amended to add a new section titled “Additional Density Requirements for Tiny Houses,” which shall read as follows:

A. Tiny Houses. The minimum lot size required for all tiny houses shall be 1 acre. No more than one tiny home shall be permitted per lot.

§8. Amendment to Article VI of the Town’s Zoning Ordinance

Article VI (“Article VI – General Regulations”) of the town’s zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the section of Article VI regulating manufactured homes shall be repealed and replaced as follows:

Manufactured Homes

A. Purpose. The purpose of this section is to promote the health, safety, and general welfare of the community, including the protection and preservation of the property of the Town of Wilmington and of its inhabitants by establishing specific requirements and regulations governing the installation of manufactured homes.

B. The installation of the manufactured home shall conform to the requirements of the United States Department of Housing and Urban Development and the New York State building code, and the following additional terms:

(1) All manufactured homes within the Town of Wilmington shall be affixed to a permanent foundation with the wheel and tongue removed. To be considered permanent, a foundation must:

i) Be constructed of durable materials (concrete, mortared masonry, or treated wood);

ii) Be site-built;

iii) Have attachment points to anchor and stabilize the manufactured home to transfer all loads to the underlying soil or rock;

iv) Have rated anchorage capacity sufficient to prevent uplift and overturning due to wind or seismic forces; screw-in soil anchors are not considered sufficient anchorage;

v) Have a footing of reinforced concrete of a size sufficient to prevent overloading the soil-bearing capacity and avoid soil settlement, the base of which shall be below maximum frost penetration depth; and

vi) Enclose a basement or crawl space with a continuous wall (whether bearing or non-bearing) that separates the basement or crawl space from the backfill, and keeps out vermin and water.

(2) All manufactured homes within the Town of Wilmington shall have wooden steps or decking for all entrances.

(3) All manufactured homes installed within the Town of Wilmington shall be manufactured no more than five years prior to the home's installation.

C. All manufactured homes within the Town of Wilmington shall be ineligible for use, operation, or permitting as a "short-term rental," as the use is defined in the town's Local Law 1 of 2021.

§9. Amendment to Article VI of the Town’s Zoning Ordinance

Article VI (“Article VI – General Regulations”) of the town’s zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the following subsection shall be added to Article VI:

Tiny Homes: Except for tiny homes that fulfill the Zoning Ordinance’s definition of an accessory structure to a residential use, tiny homes shall be ineligible for use, operation, or permitting as a “short-term rental,” as the use is defined in the town’s Local Law 1 of 2021.

§10. Amendment to Article VI of the Town’s Zoning Ordinance

Article VI (“Article VI – General Regulations”) of the town’s zoning ordinance is hereby amended. Pursuant to the adoption of this local law, Subsection C, titled “Site Improvements and Screening” shall be added to Article VI of the town’s zoning ordinance as follows:

C. Screening of manufactured and tiny homes

Using the following general guidelines, the Site Plan Review process for both tiny houses and manufactured homes shall require new tiny homes and new manufactured homes to preserve and, where possible, enhance the existing natural and aesthetic qualities of the project site and its environs:

- 1) Preserve existing vegetation where possible;
- 2) Employ careful siting methods so as to minimize the visual impact of tiny houses and manufactured homes.

The Town of Wilmington’s land-use boards may require additional measures to enhance the screening of manufactured and tiny homes, such as additional setbacks, planting, and fencing.

§11. Amendment to Article VI of the Town’s Zoning Ordinance

Article XVI (“Article XVI – Definitions”) of the town’s zoning ordinance is hereby amended. Pursuant to the adoption of this local law, the definition of “ Dwelling Unit” in Article XVI of the town’s zoning ordinance shall be repealed and replaced as follows:

DWELLING UNIT – One or more rooms with provision for living, cooking, sanitary and sleeping facilities arranged for the use of one family or household, which shall not be less than 400 square feet. Excluding kitchens, bathrooms and hallways, there shall be a minimum of 70 square feet of habitable area provided for sleeping accommodations.

§12. Removal of References to Mobile Homes

Pursuant to the adoption of this local law, the following reference to “mobile homes” shall be repealed from the Zoning Ordinance of the Town of Wilmington:

1. Article XVI – Definitions: CAMPGROUNDS

Pursuant to the adoption of this local law, the following references to “mobile home(s)” shall be repealed and replaced with the words “manufactured home(s)” in the Zoning Ordinance of the Town of Wilmington:

1. Article VI – General Regulations: Temporary Structures
2. Article XVI – Definitions: PRINCIPAL BUILDING
3. Article XVI – Definitions: STRUCTURE
4. Article XVI – Definitions: TRAVEL TRAILER

§13. Statement of Intent to Supersede

The Town Board hereby declares its legislative intent to supersede any provision of the Zoning Ordinance of the Town of Wilmington, New York, that is inconsistent with the amendments adopted hereby.

If any local laws, or parts of any local laws, are inconsistent with any of the provisions of this local law, this local law shall control.

The Town’s forms, rules, and regulations shall, to the extent necessary, be updated to reflect these amendments.

To the extent any provision of the Zoning Ordinance of the Town of Wilmington, New York, is inconsistent with this Local Law, this Local Law shall control.

§14. Severability Clause.

If any provision of this local law is found to be invalid, unenforceable, or illegal, the aforementioned provision shall be ineffective only to the extent of the invalidity, illegality or unenforceability, and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

§15. Effective Date

This local law shall take effect immediately upon filing in the office of the Secretary of State of the State of New York.