Regular Monthly Meeting and Public Hearing of the Town of Wilmington Town Board, September 8,2026 Community Center 6:00 PM

To view the meeting remotely please go to https://meet.goto.com/townofwilmington
OR to call in, dial 1-408-650-3123 Access code:377-399-733.

Attending Officers

Tim Follos- Supervisor
Darin Forbes - Board Member
Hanna Cromie – Board Member
Laura Hooker – Deputy Supervisor
Randy Winch - Board Member
Dawn Stevens – Town Clerk

There were 7 people signed in and no one attending on the go-to site.

Public hearing; on Local Law 5
A local law to improve notice of public hearings & increase penalties for land-use violations

Supervisor Follos called the meeting to order, and the pledge of allegiance was recited. Supervisor Follos read the meeting notice and explained the law and the changes. There were no questions on the local law, There was only one comment, it was in favor of the law. The Public Hearing started at 6pm and ended at 6:10pm.

Resolution157-2026

Local Law 5 of the year 2026
A Local Law to Improve Notice of Public Hearings & Increase Penalties for Land-Use Violations

Be it enacted by the Town Board of the Town of Wilmington 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 2013, the town board of the Town of Wilmington, New York,adopted the town's current municipal zoning ordinance. In the years since the adoption of that ordinance there have been developments in land use generally, with an increase in land development and building permits specifically, which were not anticipated by the town board when the town's current municipal zoning ordinance was adopted.

The town board recognizes the impact that future developments may have on the quality of life and economic well-being of adjacent and nearby property owners specifically, as well as on the residents and the positive economic development of the township generally.

The town board also recognizes the impact that future developments may have upon existing land uses, public services, traffic, and the mutually supportive objectives of natural resource protection and economic development identified in the town's Comprehensive Plan.

In accordance with the foregoing, the town board of the Town of Wilmington, New York, finds that the following amendments to the town's zoning ordinance will improve the regulation of land use within the Town of Wilmington, thereby protecting and improving the general welfare of the citizens of the Town of Wilmington.

§3. Article X of the Zoning Ordinance of the Town of Wilmington is hereby amended

Subsection 3 of Section E ("Public Hearing on Special Use Permit") of Article X of the Zoning Ordinance of the Town of Wilmington shall be repealed and replaced with the following:

Such notice of hearing shall also be mailed directly by the Town to all land owners within a 600' radius at least fifteen (15) days prior to the hearing date. In addition, a sign notifying the public of the hearing shall be posted at the site of the proposed project at least 15 days prior to the hearing date. The cost of these notices shall be borne by the applicant and shall be paid to the Town prior to the hearing.
The Town's land-use board may, by majority vote, agree to expand the "notice radius" to a distance of not more than 1000'.

§4. Article XI of the Zoning Ordinance of the Town of Wilmington is hereby amended

Subsection B of the section titled "Hearing on Appeal" of Article XI of the Zoning Ordinance of the Town of Wilmington shall be repealed and replaced with the following:

Such notice of hearing shall also be mailed directly by the Town to all land owners within a 600' radius at least fifteen (15) days prior to the hearing date. In addition, a sign notifying the public of the hearing shall be posted at the site of the proposed project at least 15 days prior to the hearing date. The cost of these notices shall be borne by the applicant and shall be paid to the Town prior to the hearing.
The Town's land-use board may, by majority vote, agree to expand the "notice radius" to a distance of not more than 1000'.

§5. Article XIV of the Zoning Ordinance of the Town of Wilmington is hereby amended

Subsection B(1) of the section titled "Fines; Penalties for Offenses" of Article XIV of the Zoning Ordinance of the Town of Wilmington shall be repealed and replaced with the following:

(1) Criminal sanctions
Criminal sanctions are as follows:
(a) First offense: Fine of $500, or six months imprisonment, or both.
(b) Second offense: Fine of $1000, or up to six months' imprisonment, or both.
(c) Third offense and subsequent offenses (if committed within five years of the first offense):
fine of not less $2,000, or up to six months imprisonment, or both.

§6. 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.

§7. 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.

Moved by *Tim Follos* **Seconded by** *Randy Winch*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

Regular Monthly Meeting

The meeting was called to order immediately after the Public Hearing and the passing of local law 5.

Supervisor Follos expressed condolences on behalf of the Town Board and the Town of Wilmington to the Families of Bridget Hinman, Bruce Huntington, Max Hunt and John Ryan (Sarah & Cliff Holzer's brother (in-law)).

Town Attorney Bryan Kennelly spoke on Dog and leash laws. He also spoke on the importance of proper training for the employees doing this job.

It was reported that the Hardy Kid's Race was a success again this year.

Resolution 158-2026:Appointment of Town Assessor

BE IT RESOLVED that Douglas Dreissigacker shall be appointed as an Assessor of the Town of Wilmington, with a term expiring on December 31, 2027.

Moved by *Hanna Cromie* **Seconded by** *Randy Winch*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Abstain***
RANDY WINCH: ***Yes*** ***Carried 4-1***

Resolution 159-2026

Resolved to adopt a child protection policy for the Town of Wilmington, part 1, policy as follows.

Moved by *Hanna Cromie* **Seconded by** *Randy Winch*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

Town of Wilmington Child Protection Policy part 1

Effective Date: 9-8-2026

Adopted By: Town of Wilmington Board

Policy Review Date: Yearly

1. Purpose

The Town of Wilmington is committed to providing a safe, supportive, and positive environment for all children and youth participating in our programs.
The purpose of this Child Protection Policy is to establish standards and procedures for preventing child abuse and maltreatment, maintaining appropriate supervision, establishing professional boundaries, and responding appropriately to suspected abuse, maltreatment, neglect, or other concerns involving the safety and well-being of a child.
This policy is intended to be consistent with applicable New York State laws and the child safety principles established by the New York State Office of Children and Family Services (OCFS).

2. Scope

This policy applies to all:

- Coaches
- Assistant coaches
- Program directors and administrators
- Employees
- Volunteers
- Officials and referees
- Board members
- Contractors and other individuals acting on behalf of the program

Any person who has direct contact with youth participants is expected to comply with this policy

3. Zero Tolerance for Abuse and Maltreatment

The Town of Wilmington prohibits and will not tolerate child abuse or maltreatment by any employee, coach, volunteer, participant, parent, guardian, contractor, or other individual involved with the program. Abuse or maltreatment may include, but is not limited to:

- Physical abuse
- Sexual abuse or exploitation
- Emotional abuse
- Neglect
- Excessive or inappropriate physical discipline
- Threatening, intimidating, humiliating, or degrading treatment

- Other conduct that places a child at risk of harm

Any allegation or reasonable concern regarding the safety of a child will be taken seriously and addressed promptly.

Background Checks and Screening
All coaches, employees, and volunteers who have regular or direct contact with youth participants shall be appropriately screened before beginning their duties. Screening may include:

- A completed application
- References
- Criminal background checks, where appropriate or required
- Review of relevant employment or volunteer history

Background Checks and Screening

All coaches, employees, and volunteers who have regular or direct contact with youth participants shall be appropriately screened before beginning their duties. Screening may include:

- A completed application
- References
- Criminal background checks, where appropriate or required
- Review of relevant employment or volunteer history
- Verification of required training or certifications

Individuals who are determined to pose a risk to the safety or well-being of children shall not be permitted to participate in the program

Supervision

Children shall receive competent and appropriate supervision at all times. Supervision shall take into consideration:

- The age of the children
- Their developmental needs
- The nature of the activity
- The location and potential hazards
- The number of children participating

Whenever practical, coaches and volunteers should avoid being alone with a child in an isolated or non-observable location.

The program will maintain appropriate adult-to-child supervision ratios based on the age of participants and the nature of the activity.

OCFS identifies competent supervision as requiring awareness of and responsibility for children's ongoing activities, with the caregiver sufficiently close to respond when intervention is needed.

One-on-One Interactions

Adults should avoid isolated one-on-one interactions with youth participants whenever reasonably possible. When an individual interaction is necessary, it should occur in a location that is observable and accessible to other adults. Examples include:

- Keeping doors open when meeting with a participant
- Conducting conversations in public or observable areas
- Having another adult nearby
- Informing another staff member when a private conversation is necessary

Physical Contact

Physical contact between coaches, volunteers, and participants should be appropriate to the activity and reasonable under the circumstances. Appropriate contact may include:

- A high-five
- A handshake
- Brief congratulatory contact
- Appropriate assistance with sports activities

Physical contact must never be used as punishment, intimidation, humiliation, or retaliation.
Coaches and volunteers shall use appropriate alternatives to physical discipline or physical punishment.

Discipline and Behavior Management

Discipline shall be age-appropriate, reasonable, and intended to teach and redirect behavior.
The following are prohibited:

- Corporal punishment
- Hitting, spanking, slapping, shaking, or striking a child
- Humiliation or degradation
- Threats of physical punishment
- Excessive physical exercise used as punishment
- Withholding food, water, bathroom access, or necessary rest as punishment
- Discipline intended to frighten or intimidate a child

OCFS regulations specifically prohibit corporal punishment and disciplinary methods that frighten, demean, or humiliate children.

Transportation

Whenever transportation is provided by the program:

- Drivers must be appropriately authorized and screened.
- Children must be supervised during transportation.
- Drivers shall comply with all applicable laws and organizational requirements.
- Whenever practical, an adult should avoid transporting a child alone.

Transportation arrangements should be documented and communicated to parents or guardians.

Locker Rooms and Changing Areas

Adults shall respect the privacy of youth participants.
Coaches and volunteers should not enter locker rooms or changing areas unnecessarily and should avoid situations in which an adult is alone with a participant in such an area.
Program staff shall establish age-appropriate procedures for supervision of locker rooms, bathrooms, and changing areas.

Electronic Communication and Social Media

Electronic communication with youth participants shall be limited to legitimate program-related purposes. Whenever practical, communications should include a parent, guardian, or another authorized adult. Coaches and volunteers shall not:

- Send sexually suggestive or inappropriate communications
- Request inappropriate photographs or videos
- Engage in secret communications with participants
- Use electronic communication to develop inappropriate personal relationships with participants.
- **Photography and Video**
  Photographs and videos of youth participants may only be taken or used for legitimate program purposes and in accordance with the program's policies and applicable parental/guardian permissions.
  Images of children may not be used in a manner that is inappropriate, exploitative, or potentially harmful.

Recognizing and Reporting Suspected Abuse or Maltreatment

- Anyone involved with the program who has reasonable cause to suspect that a child has been abused or maltreated must take appropriate action immediately.
  A person does not need to personally witness abuse or have proof before making a report when a reasonable cause to suspect abuse or maltreatment exists.
  Reports shall be made in accordance with New York State law.
  Certain individuals are mandated reporters under New York State law and have specific legal obligations to report suspected child abuse or maltreatment.

New York State Mandated Reporting

- Individuals who are mandated reporters must comply with the requirements of New York Social Services Law.

  Mandated reporters should report suspected child abuse or maltreatment directly to the New York Statewide Central Register of Child Abuse and Maltreatment (SCR) as required by law.

  The current OCFS mandated reporter system provides information and reporting resources for mandated reporters.

  New York Statewide Central Register of Child Abuse and Maltreatment
  Mandated Reporter Hotline: 1-800-635-1522
  Public Hotline: 1-800-342-3720
  Emergency: 911

The program shall not require an employee, coach, or volunteer to obtain permission from a supervisor before making a legally required report.

Internal Notification

- When appropriate, the person making a report should also notify the Program Director or designated Child Protection Officer.
  However, internal notification does not replace or delay any report required by New York State law.
  Program leadership shall cooperate with law enforcement, child protective services, and other appropriate authorities.

Response to Allegations

- When an allegation of abuse, maltreatment, or serious misconduct is received, the Town of Wilmington may immediately take steps necessary to protect children, including:
- Removing the accused individual from contact with children while the matter is reviewed or investigated
- Suspending coaching or volunteer responsibilities
- Restricting access to program facilities
- Contacting appropriate authorities
- Cooperating with law enforcement or child protective services
- Taking disciplinary action consistent with organizational policy

The program will not conduct its own investigation in a manner that interferes with an official investigation.

Retaliation Prohibited

The Town of Wilmington prohibits retaliation against any person who makes a good-faith report of suspected abuse, maltreatment, neglect, or other child-safety concerns.
No employee, coach, volunteer, parent, or participant shall be punished, threatened, intimidated, or otherwise retaliated against for raising a legitimate child-safety concern.

Training

All coaches, employees, and volunteers who have direct contact with youth participants shall receive appropriate child-safety training.
Training should address:

- Recognizing signs of child abuse and maltreatment
- Mandated reporting requirements
- Appropriate adult-child boundaries
- Supervision
- Appropriate discipline
- Prevention of grooming and inappropriate conduct
- Electronic communications
- Procedures for reporting concerns

Training shall be provided upon appointment and periodically thereafter as determined by the organization.

Documentation and Confidentiality

Reports and documentation concerning child-safety concerns shall be maintained securely and shared only with individuals who have a legitimate need to know, consistent with applicable law.
Confidentiality shall not prevent the program from making a report to law enforcement, child protective services, or another appropriate authority when required.

Policy Review

This policy shall be reviewed periodically and updated as necessary to remain consistent with applicable New York State laws, regulations, and child-safety guidance.

ACKNOWLEDGMENT

I acknowledge that I have received and reviewed the Town of Wilmington Child Protection Policy. I understand my responsibility to comply with this policy and to report concerns regarding the safety or well-being of children as required by law and organizational policy.

Name: _____

Position/Role: _____

Signature: _____

Date: _____

Resolution 160-2026

Resolved to adopt a child protection policy for the Town of Wilmington, part 2, policy as follows.

Moved by *Tim Follos* **Seconded by** *Randy Winch*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

COACH AND VOLUNTEER CODE OF CONDUCT Part 2

Town of Wilmington

All coaches, volunteers, employees, and other adults working with youth participants are expected to maintain the highest standards of conduct and to serve as positive role models.
By participating in activities sponsored by the Town of Wilmington, coaches and volunteers agree to the following.

A. Professional Conduct

- Treat every child with dignity, respect, fairness, and consideration.
- Provide a safe, positive, and inclusive environment for all participants.
- Use age-appropriate language and behavior.
- Encourage good sportsmanship, teamwork, responsibility, and respect.
- Follow all program rules, policies, and safety procedures.
- Maintain appropriate professional boundaries with youth participants.
- Respect the authority and role of parents and guardians.
- Cooperate with program administrators and other staff.

B. Prohibited Conduct

Coaches and volunteers shall not:

- Use corporal punishment or physical discipline.
- Hit, strike, shake, push, or otherwise physically punish a child.
- Use threats, intimidation, humiliation, or degrading language as discipline.
- Engage in bullying, harassment, hazing, or discrimination.
- Engage in sexual conduct, sexualized behavior, or romantic relationships with youth participants.
- Make sexually suggestive comments, jokes, gestures, or communications.
- Share inappropriate photographs, videos, or other material with participants.
- Provide alcohol, tobacco, vaping products, illegal drugs, or other prohibited substances to participants.
- Be under the influence of alcohol or drugs while responsible for youth participants.
- Engage in inappropriate one-on-one contact with a participant.
- Use program activities or authority to establish inappropriate personal relationships with youth.
- Transport a participant alone except when specifically authorized or required by an emergency.
- Retaliate against a child or another individual for reporting a concern.

C. Physical Contact

Physical contact must be appropriate to the activity and necessary or reasonably related to coaching, instruction, safety, or encouragement.
Appropriate examples may include high-fives, handshakes, brief congratulatory gestures, or reasonable physical assistance during a sports activity.
Physical contact must never be used to punish, intimidate, embarrass, or humiliate a participant.

D. Communication

Coaches and volunteers shall use appropriate and professional communication when interacting with participants.
Whenever practical, electronic communications with youth participants should include a parent, guardian, or another authorized adult.
Private or secret communications between adults and youth participants are prohibited.

E. Supervision

Coaches and volunteers are responsible for maintaining appropriate supervision of participants during program activities.
They shall:

- Know which participants are under their supervision.
- Maintain appropriate supervision based on the age and needs of the participants.
- Avoid isolated one-on-one interactions whenever reasonably possible.
- Report safety concerns immediately.
- Follow established check-in, check-out, attendance, and emergency procedures.

F. Reporting Responsibilities

Coaches and volunteers have a responsibility to act when they become aware of a concern involving the safety or well-being of a child.
Any suspected abuse, maltreatment, neglect, or other serious child-safety concern shall be reported in accordance with the organization's Child Abuse/Maltreatment Reporting Procedure and applicable New York State law.

G. Consequences of Violations

Violation of this Code of Conduct may result in:

- Counseling or additional training
- Removal from a particular activity
- Suspension from coaching or volunteering
- Removal from the program
- Termination of employment or volunteer responsibilities
- Notification of law enforcement, child protective services, or other authorities when appropriate or required

Nothing in this Code of Conduct prevents or replaces a legally required report to an appropriate government agency.

Acknowledgment

I acknowledge that I have read, understand, and agree to comply with the Town of Wilmington's Coach and Volunteer Code of Conduct.

Name: _____

Position/Role: _____

Signature: _____

Date: _____

Resolution 161-2026

Resolved to adopt a child protection policy for the Town of Wilmington, part 3, policy as follows.

Moved by *Tim Follos* **Seconded by** *Laura Hooker*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

CHILD ABUSE AND MALTREATMENT REPORTING PROCEDURE Part 3

Town of Wilmington

1. Purpose

The purpose of this procedure is to establish a clear process for responding to concerns regarding suspected child abuse, maltreatment, or neglect involving a participant in activities organized or sponsored by the Town of Wilmington.
The safety and well-being of children is the Town's highest priority.
This procedure is intended to be consistent with applicable New York State law and guidance from the New York State Office of Children and Family Services (OCFS).

2. What Should Be Reported?

Concerns may include suspected:

- Physical abuse
- Sexual abuse or exploitation
- Emotional abuse
- Neglect
- Inadequate supervision
- Physical or emotional injury caused by inappropriate discipline
- Grooming or inappropriate adult-child behavior
- Other circumstances that reasonably cause concern for the safety or well-being of a child

A person does not need to personally witness abuse or have definitive proof before reporting a concern when there is reasonable cause to suspect that abuse or maltreatment has occurred.

3. Immediate Danger

If a child is in immediate danger or requires emergency medical attention:
Call 911 immediately.
The safety of the child takes priority over all other reporting or administrative procedures.

4. Mandated Reporters

Certain individuals are designated as mandated reporters under New York State law and have specific legal obligations to report suspected child abuse or maltreatment.
A mandated reporter who has reasonable cause to suspect abuse or maltreatment must make a report in accordance with New York State requirements.

A coach, volunteer, employee, or other program participant should not assume that someone else will make a required report.

5. Making a Report

When a report to the New York Statewide Central Register of Child Abuse and Maltreatment (SCR) is required, the mandated reporter shall make the report directly to the SCR in accordance with applicable law.

New York Statewide Central Register of Child Abuse and Maltreatment Mandated Reporter Hotline:
1-800-635-1522

Public Hotline:
1-800-342-3720

Emergency:
911

Current reporting information and procedures are available through the New York State Office of Children and Family Services.

6. Internal Notification
After making any required external report, the individual should notify the Town's designated Child Protection Officer or Program Director as soon as reasonably possible, unless doing so would interfere with an investigation or is otherwise inappropriate.

Child Protection Officer: _____

Phone: _____

Email: _____

Program Director: _____

Phone: _____

Internal notification is intended to ensure that the organization can take appropriate steps to protect participants. Internal notification does not replace a report required by law.

7. If the Concern Involves a Coach or Volunteer

If the allegation involves a coach, volunteer, employee, or other adult associated with the program, the Town may immediately remove or restrict that person's contact with youth participants while the matter is addressed.
The Town will cooperate with law enforcement, child protective services, and other authorized agencies.
The Town will not interfere with or attempt to replace an official investigation.

8. If the Concern Involves Another Participant

If the concern involves alleged abuse, bullying, harassment, or other inappropriate conduct by another youth participant, program leadership will take appropriate steps to protect the child and address the behavior. Depending on the circumstances, the organization may:

- Separate the participants.
- Notify parents or guardians when appropriate.
- Obtain additional information.
- Implement safety measures.
- Refer the matter to appropriate authorities when required.

9. Documentation

The person receiving or making a report should document the information available to them, including:

- Date and time of the concern
- Name and age of the child, if known
- Nature of the concern
- Statements made by the child or other individuals
- Name of the person alleged to have caused the concern, if known
- Date, time, and location of the incident, if known
- Actions taken
- Date and time of any external report
- Name or identification of the agency/person receiving the report, when available

Documentation should contain factual information and should avoid speculation or conclusions about whether abuse occurred.

10. Do Not Investigate

Coaches and volunteers should not conduct their own investigation of suspected abuse or maltreatment.
If a child discloses information:

- Remain calm.
- Listen carefully.
- Take the child seriously.
- Do not promise secrecy.
- Do not pressure the child for additional details.
- Do not ask leading or investigative questions.
- Document the child's statements as accurately as possible.
- Follow the reporting requirements described above.

The responsibility for determining whether an allegation constitutes abuse or maltreatment belongs to the appropriate authorities.

11. Confidentiality

Information regarding a child-safety concern shall be treated as confidential and shared only with individuals who have a legitimate need to know or as required by law.
Confidentiality shall never be used as a reason to delay or prevent a legally required report.

12. Protection Against Retaliation

The Town of Wilmington prohibits retaliation against any person who makes a good-faith report of suspected child abuse, maltreatment, neglect, or another child-safety concern.
No coach, volunteer, employee, participant, parent, or guardian shall be threatened, intimidated, disciplined, or otherwise retaliated against for raising a legitimate concern.

13. Failure to Follow Procedure

Failure by an employee, coach, or volunteer to comply with this procedure may result in disciplinary action, removal

from the program, termination of employment or volunteer responsibilities, and/or referral to appropriate authorities. Nothing in this procedure limits any individual's independent legal obligation to report suspected child abuse or maltreatment.

Acknowledgment

I acknowledge that I have received and reviewed the Town of Wilmington Child Abuse and Maltreatment Reporting Procedure and understand my responsibility to follow it.

Name: _____

Position/Role: _____

Signature: _____

Date: _____

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 five 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 given 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 8th day of September 2026.

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:

Resolution 162-2026 Franchise Contract

Resolved to accept The Franchise agreement as written above.
Further resolved to allow Supervisor Follos to sign the contract on behalf of the Town of Wilmington.

Moved by *Darin Forbes* **Seconded by** *Randy Winch*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

Motion *was made by Tim Follos,* ***seconded by*** *Laura Hooker to discuss proposed Local Law 6 "A Local Law for Flood Damage Prevention." This Law is a FEMA requirement.* ***All board members are in favor.***
The discussion led to the following resolution.

Resolution 163-2026 Public Hearing local law 6 of 2026

Resolved to set the date of the Public hearing on Local law 6 for Sept 30th,2026, with the regular end of month meeting immediately following.

Moved by *Tim Follos* **Seconded by** *Laura Hooker*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-1***

There was a discussion on the new sign in front of the Town office building. This led to the following resolution.

Resolution164-2026: Authorization of Sign Purchase

WHEREAS during the Wilmington town board's regular monthly meeting on March 10th the board passed a resolution stating the following: "the Town's Parks Superintendent, in consultation with the Town Supervisor, is hereby authorized and requested to take all actions necessary to replace the sign at the town's Community Center, and is authorized to spend not more than $2500 in doing so;" and

WHEREAS the invoice for work and supplies rendered the final sign is for $2612.44; and

WHEREAS the resolution passed at the board's regular monthly meeting in March stated "the sign outside of the Community Center shall be paid for through the expenditure of currently unallocated occupancy tax funds, with

unallocated occupancy tax funds received in 2025 spent first, and, if necessary, with additional unallocated occupancy tax funds spent from the following years: 2024, 2023, 2022, and 2021, in that order;" therefore

IT IS RESOLVED that payment of $2612.44 shall be made to Laura Walker for the finished sign, per invoice, with the $112.44 above the originally-approved amount to come out of the unspent occupancy tax funds described herein.

Moved by *Laura Hooker* **Seconded by** *Darin Forbes*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

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WHEREAS the invoice for work and supplies rendered the final sign is for $2612.44; and

WHEREAS the resolution passed at the board's regular monthly meeting in March stated "the sign outside of the Community Center shall be paid for through the expenditure of currently unallocated occupancy tax funds, with unallocated occupancy tax funds received in 2025 spent first, and, if necessary, with additional unallocated occupancy tax funds spent from the following years: 2024, 2023, 2022, and 2021, in that order;" therefore

IT IS RESOLVED that payment of $2612.44 shall be made to Laura Walker for the finished sign, per invoice, with the $112.44 above the originally-approved amount to come out of the unspent occupancy tax funds described herein.

Moved by *Laura Hooker* **Seconded by** *Darin Forbes*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***
LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

Resolution 165-2026 Payment of expenses

Resolved to allow payments of the Audited/routine bills & transfers to be made.

Moved by *Laura Hooker* **Seconded by** *Darin Forbes*

HANNA CROMIE: ***Yes***
TIM FOLLOS: ***Yes***
DARIN FORBES: ***Yes***

LAURA HOOKER: ***Yes***
RANDY WINCH: ***Yes*** ***Carried 5-0***

Public Comments

Everyone who wanted to speak was allowed to speak.

Motion was made by **Tim Follos** at 7:31pm to go into executive Session to discuss a legal matter, **seconded** by **Hanna Cromie, all being in favor**

Motion was made by **Tim Follos** at 7:42 to come out of session and resume the meeting, **seconded** by **Hanna Cromie, all in favor.**

Nothing was resolved in this session.

Meeting was adjourned at 7:44.

Respectfully submitted,

Dawn Stevens