

TOWN BOARD MINUTES  
TOWN OF POESTENKILL  
TOWN BOARD MEETING

October 19, 2017

(Not approved at time of distribution)

ROLL CALL AS FOLLOWS

Councilwoman Butler	Present
Councilman Hass	Present
Councilman Van Slyke	Present
Councilman Wohlleber	Present
Supervisor Jacangelo	Present

NON- VOTING MEMBERS

Susan Horton, Town Clerk  
Jack Casey, Town Attorney

Supervisor Jacangelo opened with the Pledge of Allegiance and introduced Jack Casey. Motion by Hass, seconded by Butler to appoint Jack Casey to fill the Town Attorney position available due to the death of Pat Tomaselli. He will hold the position until December 31, 2017 and then the Town Board will do an appointment for a 2-year term at the Organizational Meeting. The Supervisor asked for a long roll call:

VOTED UPON AS FOLLOWS:

Councilwoman Butler	YES
Councilman Hass	YES
Councilman Van Slyke	YES
Councilman Wohlleber	YES
Supervisor Jacangelo	YES

The Town Board members reviewed the monthly bills. Motion by Hass seconded by Wohlleber and an oral vote of 5 ayes that the bills have been audited for payment this evening.

Supervisor Jacangelo opened the first public hearing at 7:05 pm. on the 2018 Preliminary Budget. There being no comments, on a motion by Hass, seconded by Butler and an oral vote of 5 ayes, the Public Hearing was immediately closed. Due to the fact that the second Hearing was not scheduled until 7:15 p.m., Supervisor Jacangelo went to other parts of the agenda until the appropriate time for the second Hearing. The affidavit of publication was available for review.

Motion by Butler, seconded by Hass, with one abstention by Councilman Van Slyke, and an oral vote of 4 ayes to accept the Town Clerk's minutes of the September 21, 2017 meeting as written. Motion by Wohlleber, seconded by Van Slyke and an oral vote of 5 ayes to approve the October 5, 2017, Budget Workshop Meeting minutes as written.

Liaison Reports:

Planning Board –The Planning Board minutes of October 3, 2017, were part of the Town Board's packets for this evening.

Zoning Board – Meeting was cancelled due to the lack of agenda items. Motion by Van Slyke, seconded by Hass with 1 abstention by Councilman Wohlleber and an oral vote of 4 ayes to appoint Nicole Heckelman as Alternate Member to the ZBA.

Fire Company – Town Board members had copies of the Fire Co. September report.

Library – D. Ries reported on the library’s recent activities.

Youth Advisory Board –Councilman Wohlleber reported on the upcoming youth activities including the upcoming Halloween Party which is scheduled for October 28<sup>th</sup> at 11 a.m.

CAC – no meeting

Correspondence:

Town Board members had copies of the Library’s invitation which was held on October 6<sup>th</sup> to participate in a focus group aimed at helping long range efforts.

Poestenkill Fire Department – Vehicle surplus – Town Board members received a copy of the surplus vehicles available from the Poestenkill Fire Co. The letter was being sent per the current Town contract.

Charter Communications – Memo dated September 29<sup>th</sup> stating the upcoming changes effecting Charter subscribers.

Association of Towns – 2018 Training – Memo dated October 6<sup>th</sup> advising the Town that the Association of Towns meeting will be held in NYC February 18<sup>th</sup> – 21<sup>st</sup> 2018.

Discussion Items:

Release of Town employee for emergency and fire accidents – Motion by Van Slyke, seconded by Hass and carried that the Highway Department can be released without charge to deal with emergency and fire accidents.

At 7:15 p.m. Supervisor Jacangelo opened the second public hearing on the Cable TV Franchise Agreement - The affidavit of Publication was available for review. Supervisor Jacangelo said that virtually the entire Town has cable with internet connection. Board members had copies of the proposed Franchise Agreement with Charter Communications. After everyone was given the opportunity to speak, the hearing was closed at 7:25 p.m.

Action Items:

RESOLUTION #23 -2017-IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL FORMALLY RECOGNIZING ALMA T. CLEMENT ON HER 100<sup>TH</sup> BIRTHDAY

MOVED BY: Councilman Hass

SECONDED BY: Councilman Wohlleber

VOTED UPON AS FOLLOWS:

Councilwoman Butler	YES
Councilman Hass	YES
Councilman Van Slyke	YES
Councilman Wohlleber	YES
Supervisor Jacangelo	YES

Preliminary to Final Budget and Adopt Final Budget-There was discussion on the preliminary budget among Town Board members. R. Bayly, County Legislator reported that there is a zero percent increase at the County level. Supervisor Jacangelo said that our Preliminary budget as presented includes the Library proposition. Councilman Wohlleber questioned the two percent increases and he felt that these increases should be across the board. He feels that raises should

be earned by merits. Motion by Wohlleber to give the Assessor and the Assistant Assessor a two percent increase. Councilman Van Slyke seconded the motion and discussion followed. Councilwoman Butler stated that Lana was already included in the two percent increase. Supervisor Jacangelo stated that the Assessor himself is only in the office one day a week and feels his current salary supports that time and furthermore he didn't put in for an increase. Supervisor Jacangelo stated the Preliminary budget reflects two percent increases but when it comes to the Organizational meeting when the salaries are approved these figures can be modified. He also reported that he is open to going through personnel and creating a rating system. At this point, he feels the Supervisor's salary is adequate and he is not going to support this particular motion that is being discussed. Councilwoman Butler also stated that the Code Enforcement Officer /Building Inspector did not ask for an increase either and Councilman Hass said obviously he didn't feel one was needed. Supervisor Jacangelo stated he did not want to discuss personnel in open session. Supervisor Jacangelo called the motion which was to increase the Assessor's salary by two percent and there was two ayes and three nays. Motion failed. Councilman Hass stated he feels that the merit system wouldn't work because it would "pit" people against each other. Once again, Councilman Wohlleber brought up the ambulance service and if there was anything new to report. Supervisor Jacangelo reported that there is a State mandated program with the idea of shared services for ambulance service. He has had assurances that this idea will be worked on. Also, this opens the door to get a grant. He further stated that hopefully there will be more discussions with the adjoining towns for ambulance issue. Councilman Hass questioned several of the line items in the budget and whether they were a one-time thing and the Town bookkeeper answered these questions. Motion by Van Slyke and seconded by Wohlleber to increase the Supervisor's salary and the Town Board's salary by two percent. Discussion followed among Board members. Councilman Van Slyke feels that the Supervisor and the Town Board should be given the two percent increase to give people the incentive to run for these positions in the future. Supervisor Jacangelo stated that this cannot be done this year, the legal notice on the salaries has already been published. The consensus of the Board was perhaps to do this in the year 2020. The discussion continued and in the end the motion was withdrawn. Motion by Councilman Hass, seconded by Butler and an oral vote of 5 ayes to accept the 2018 Preliminary Budget as the adopted 2018 Town Budget.

Adoption of Franchise Cable Agreement-After discussion, the Agreement was approved by the Town Board on a motion by Butler, seconded by Hass and carried to authorize the Supervisor to sign the Franchise Agreement as discussed.

Approval to Sign 2018 Snow and Ice Agreement-Motion by Van Slyke, seconded by Butler and an oral vote of 5 ayes to authorize the Supervisor to sign the 2018 Snow and Ice Agreement with Rensselaer County.

#### Reports

Supervisor's Report – Supervisor Jacangelo reported he is working on posting the food pantry information on the web site. A Flu Shot clinic will be held from 4 pm – 6 pm on October 30<sup>th</sup> at the Poestenkill Fire House. He further stated that the Building Inspector/Code Enforcement will be doing some site visits on properties along Main Street and the search for a new Water Superintendent is continuing.

Town Attorney's Report – Mr. Casey gave a dissertation of his legal background/career.

Town Clerk's Report – Motion by Butler, seconded by Van Slyke and an oral vote of 5 ayes to accept the Town Clerk's report of September 2017. The total amount received in the Clerk's

office was \$14,445.21 and of that amount \$11,411.51 was remitted to the Supervisor. Town Board members had copies of the Building Inspector/Code Enforcement Officer's written report.

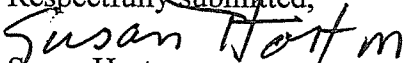
Board members also had copies of the Assessors monthly report, DCO report, water report, 811 report and the Highway report.

Payment of Bills:

Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant # 18 -2017 in the amount of \$ 99,155.64. Motion by Hass, seconded by Wohlleber and an oral vote of 5 ayes to pay Warrant #19 -2017 in the amount of \$149,471.37.

Motion by Wohlleber and seconded by Van Slyke and an oral vote of 5 ayes to adjourn this meeting at 8:45 p.m.

Respectfully submitted,



Susan Horton  
Town Clerk

To: Dominic Jacangelo, Supervisor – Town of Poestenkill  
Paul Jamison, Chairman, Zoning Board of Appeals

From: Terry Lantry, Member ZBA



Date: September 30, 2017

Subject: ZBA Resignation

RECEIVED  
9 27 2017  
TOWN CLERK

This notice is to submit my resignation as a member of the Town of Poestenkill - Zoning Board of Appeals.

This resignation is offered due to a change of my personal residence, from the Town of Poestenkill.

I am grateful for the opportunity to have served the citizens of Poestenkill and for the opportunity to serve with the members of the Zoning Board of Appeals.



**Planning Board**

## **TOWN OF POESTENKILL**

38 Davis Drive / P.O. Box 210  
Poestenkill, NY 12140  
(518) 283-5100 Phone  
(518) 283-7550 Fax

### **PLANNING BOARD AGENDA**

**WEDNESDAY November 8, 2017 @ 7:30 pm**

#### **7:30 Meeting Opens – Pledge of Allegiance**

##### **Public Hearing:**

Shane Gavitt/Amber Dennis	Special Use Permit
125.-1-36.12	71 Sicho Road

##### **New Applicant:**

Rensselaer Plateau Alliance Inc.	Lot Line Adjustment
127.00-1-57/128.00-1-14	Legenbauer Road

##### **Minutes of the October Meeting:**

##### **Public Comments:**

##### **Organization Items:**

##### **Other:**

**Don Heckelman** to attend November Meetings  
**Jeffrey Briggs** to attend December Meetings  
**Judy Grattan** to attend January Meetings



Zoning Board of Appeals

## TOWN OF POESTENKILL

38 Davis Drive / P.O. Box 210

Poestenkill, NY 12140

(518) 283-5100 Phone

(518) 283-7550 Fax

### AGENDA

Zoning Board of Appeals

October 10, 2017 @ 7:30 pm

# No Agenda Meeting Cancelled

Other:

Kevin McGrath to attend October PB meeting

Paul Jamison to attend November meetings

Kevin McGrath to attend December meetings

**Poestenkill Fire Company**  
**Custom Summary Report**  
**October 2017**

	<u>Oct 17</u>
<b>Expense</b>	
<b>Building Fuel (heating)</b>	
East Poestenkill (propane)	256.70
<b>Total Building Fuel (heating)</b>	<u>256.70</u>
<b>Building Maintance</b>	
East Poestenkill	750.00
Refuse	178.03
<b>Total Building Maintance</b>	<u>928.03</u>
<b>Electric</b>	
East Poestenkill	75.36
Main Station	21.02
<b>Total Electric</b>	<u>96.38</u>
<b>Equipment</b>	
New Equipment	1,861.42
Repair & Maintance	1,350.38
<b>Total Equipment</b>	<u>3,211.80</u>
<b>Fire Prevention</b>	1,454.36
<b>Fire Trucks</b>	
Fuel	434.34
Repair & Maintance	754.60
<b>Total Fire Trucks</b>	<u>1,188.94</u>
Internet & Phone	103.91
Medical Supplies	3,437.27
Memorial Donation	30.00
Office Supplies	12.48
Physicals	140.00
Porfessional Services	600.00
Security Alarm	65.00
Solar	549.28
<b>Telephone</b>	
Cell Phones	53.73
East Poestenkill	38.18
Main Station	46.97
<b>Total Telephone</b>	<u>138.88</u>
Uniforms	125.00
<b>Total Expense</b>	<u>12,338.03</u>
<b>Net Income</b>	<u><u>-12,338.03</u></u>



At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on October 19, 2017

RESOLUTION NO. \_\_\_\_\_ OF 2017

---

**IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL  
AUTHORIZING THE SUPERVISOR TO EXECUTE THE FRANCHISE AGREEMENT  
BETWEEN THE TOWN OF POESTENKILL AND TIME WARNER CABLE NORTHEAST  
LLC, LOCALLY KNOW AS CHARTER COMMUNICATIONSS**

---

*WHEREAS*, upon application duly made to the Board of the Town of Poestenkill, County of Rensselaer, New York, by **TIME WARNER CABLE NORTHEAST LLC**, locally known as Charter Communications, a partnership organized under the laws of the State of New York doing business at 20 Century Hill Drive, Latham, NY 12110, and holder of a cable television franchise in the Town of Poestenkill for the approval of an agreement to renew the cable television franchise for an additional ten (10) years; and

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

*WHEREAS*, a public hearing was held in the Town of Poestenkill on October 19, 2017, at 7:15 P.M., notice of said hearing having been duly published in The Record on October 7, 2017; and

*WHEREAS*, the Town Board of the Town of Poestenkill wishes to extend the Franchise Agreement with Charter Communications for an additional term of ten (10) years; and

*WHEREAS*, the Town Board of the Town of Poestenkill authorized Supervisor to execute the Franchise Agreement on behalf of the Town;

**NOW, THEREFORE, BE IT RESOLVED** that Supervisor Dominic Jacangelo be and herby is authorized to execute the Franchise Agreement on behalf of the Town of Poestenkill.

The foregoing having received a yea vote was thereby declared adopted.

Dated: \_\_\_\_\_, \_\_\_\_\_

---

HON. SUSAN HORTON  
Poestenkill Town Clerk

MOVED BY: Councilwoman Butler

Prepared and approved as to form by:  
John T. Casey, Town Attorney

SECONDED BY: Councilman Hass

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: \_\_\_\_\_  
Councilman David Hass: \_\_\_\_\_  
Councilman Harold Van Slyke: \_\_\_\_\_  
Councilman Eric Wohleber: \_\_\_\_\_  
Supervisor Dominic Jacangelo: \_\_\_\_\_

## Dominic Jacangelo

---

**From:** Egan, Kevin R <Kevin.Egan@charter.com>  
**Sent:** Tuesday, November 14, 2017 10:28 AM  
**To:** Dominic Jacangelo  
**Subject:** slight change  
**Attachments:** LathamSharp3070\_20171114\_103903.pdf

Dominic,

If you recall, we were including franchise fees in the gross revenues definition. To clear up any ambiguity, I was advised we should remove the word "fee", before we countersign your agreement. I highlighted below.

- A. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.

I have updated the signed agreement to reflect, please see attached, page 2, Gross revenues definition. Can you send it back to me, confirming you are fine with the modification, before we countersign?

And feel free to call me with any questions or concerns,  
Thanks,  
Kevin

## Charter

Kevin R. Egan | Director, Government Affairs  
Charter Communications  
20 Century Hill Drive, Latham, NY 12110  
518.640.8575 w | 518.424.9033 c  
E: [kevin.egan@charter.com](mailto:kevin.egan@charter.com)

**E-MAIL CONFIDENTIALITY NOTICE:** The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

-----Original Message-----

**From:** LathamSharp3070@Charter.com [mailto:LathamSharp3070@Charter.com]  
**Sent:** Tuesday, November 14, 2017 10:39 AM

To: Egan, Kevin R <Kevin.Egan@charter.com>  
Subject: Scanned image from Spectrum Reach Latham Sharp 3070

Reply to: LathamSharp3070 <LathamSharp3070@Charter.com> Device Name: Spectrum Reach Latham Sharp 3070  
Device Model: MX-3070N  
Location: Not Set

File Format: PDF MMR(G4)  
Resolution: 200dpi x 200dpi

Attached file is scanned image in PDF format.  
Use Acrobat(R)Reader(R) or Adobe(R)Reader(R) of Adobe Systems Incorporated to view the document.  
Adobe(R)Reader(R) can be downloaded from the following URL:  
Adobe, the Adobe logo, Acrobat, the Adobe PDF logo, and Reader are registered trademarks or trademarks of Adobe Systems Incorporated in the United States and other countries.

<http://www.adobe.com/>

The contents of this e-mail message and any attachments are intended solely for the addressee(s) and may contain confidential and/or legally privileged information. If you are not the intended recipient of this message or if this message has been addressed to you in error, please immediately alert the sender by reply e-mail and then delete this message and any attachments. If you are not the intended recipient, you are notified that any use, dissemination, distribution, copying, or storage of this message or any attachment is strictly prohibited.

## FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is Between the Town of Poestenkill, New York, hereinafter referred to as the "Grantor" and Time Warner cable 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 constructing and operating the cable television system, and Grantor considered and determined that the financial condition, character, legal and technical ability of the Grantee are sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

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

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

WHEREAS, 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:*

### SECTION 1 Definition of Terms

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

- A. "Cable System," "Cable Service," and "Basic Cable Service" shall be defined as set forth in the Cable Act.
- B. "Board" shall mean the governing body of the Grantor.
- C. "Cable Act" shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. "Channel" shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.

- E. "Equipment" shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.
- F. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto.
- G. "Franchise" shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- H. "Franchise Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- I. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, provided, however, that such phrase shall not include: (1) any taxes or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- J. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- K. "Service Area" shall mean the area described in subsection 6.1 herein.
- L. "Standard Installation" shall mean installations to residences and buildings that are located up to 150 feet from Grantee's existing distribution system.
- M. "State" shall mean the State of New York.
- N. "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.
- O. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

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

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *ten (10) years*, commencing on the Effective Date of this Franchise as set forth in Section 15.13.

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

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

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

**SECTION 3**  
**Franchise Renewal**

3.1 **Procedures for Renewal.** The Grantor and the Grantee 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.

**SECTION 4**  
**Indemnification and Insurance**

4.1 **Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of 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 determined 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.

**4.2 Insurance.**

A. 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, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

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

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

**SECTION 5**  
**Service Obligations**

**5.1 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.

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



**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty (20) residences per linear strand mile of aerial cable as measured from Grantee's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such a residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service, or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions Section 895.5 of the regulations of the NYPSC. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any standard/non-standard installation charges to extend the Cable System from the tap to the residence.

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

**6.4 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 five day period, the cost of new trenching is to be borne by Grantee.

**6.5 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.

## SECTION 7

### Construction and Technical Standards

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

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

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

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

## SECTION 8

### Conditions on Street Occupancy

**8.1 General Conditions.** 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.

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

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work 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.

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

**8.5 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.

**8.6 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.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

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

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in

the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

## **SECTION 9** **Service and Rates**

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

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

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

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

**9.5 Service to Public Buildings.** Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

## **SECTION 10** **Franchise Fee**

**10.1 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.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on an *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.

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

**10.4 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.

## **SECTION 11** **Transfer of Franchise**

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

## **SECTION 12** **Records**

**12.1 Inspection of Records.** 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 make 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.

### **SECTION 13**

#### **Public Education and Government (PEG) Access**

**13.1 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.

### **SECTION 14**

#### **Enforcement or Revocation**

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

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

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a

written transcript shall be made 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.

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

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

**14.5 Revocation.**

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

## **SECTION 15** **Miscellaneous Provisions**

**15.1 Compliance with Laws.** 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.

**15.1.1 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.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure 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.

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

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

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



**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the 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.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Dominic Jacangelo  
Town Supervisor  
Town of Poestenkill  
38 Davis Drive  
Poestenkill, NY 12140

Email: [djacangelo@poestenkillny.com](mailto:djacangelo@poestenkillny.com)

Grantee: Kevin Egan  
Director, Government Affairs  
20 Century Hill Drive  
Latham, NY 12110

Email: [kevin.egan@charter.com](mailto:kevin.egan@charter.com)

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131

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

**15.8.1** 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 a franchise(s), license(s),

consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.8 above.

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

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

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

**15.12 NYPSC Approval.** This Franchise is subject to the approval of the NYPSC. 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.

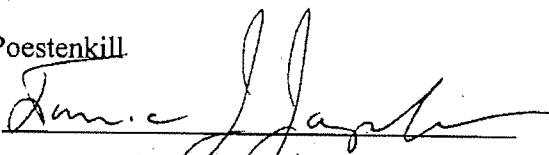
**15.13 Effective Date.** The Franchise granted herein will take effect and be in full force from the date of approval by the NYPSC ("Effective Date"). If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into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

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

Considered and approved this \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Town of Poestenkill

Signature:



Name/Title:

Dominic V. Trapani

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, subject to applicable federal,  
State and local law.

Time Warner Cable Northeast LLC, By Its  
Manager, Charter Communications, Inc.

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

## EXHIBIT A

Poestenkill Town Hall 38 Davis Drive, Poestenkill NY 12140

Poestenkill Library, 9 Plank Road, Poestenkill, NY 12140

Poestenkill Highway Garage, 108 Plank Road, Poestenkill, NY 12140

Poestenkill Heritage Center, 776 Round Top Road (NY 351), Poestenkill, NY 12140

AFFIDAVIT OF PUBLICATION

STATE OF NEW YORK,  
Rensselaer County,  
City of Troy.

ss:

Notice of Public Hearing  
Town of Poestenkill

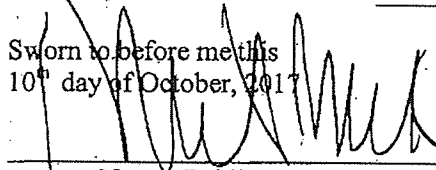
PUBLIC NOTICE IS HEREBY GIVEN that a public hearing will be conducted by the Poestenkill Town Board at the Poestenkill Town Hall on the 19th day of October, 2017 at 7:15 PM to consider the granting of a cable TV franchise agreement by and between the Town of Poestenkill and Time Warner Cable Northeast, a/k/a Charter Communications which would supersede all prior Time Warner Cable franchise agreements currently in effect and impose a new agreement for a period of 10 years which would take effect from and after the issuance of Confirmation/Order of Approval by the New York State Public Service Commission. A copy of the proposed agreement is available for public inspection during normal business hours at the Town Clerk's Office, 38 Davis Drive, Poestenkill, NY 12140. At such hearing all persons will be given an opportunity to be heard. Written statements may be submitted in advance of the hearing and written and oral statements will be accepted at the time of the hearing. Time limits may be imposed upon oral statements and the public comment period will close after the hearing unless extended by the Town Board.


Dated October 6, 2017 by  
Order of the Town Board,  
Sue Horton Town Clerk.  
1448612 10/7

Brea Beck residing in Green Island, New York, being duly sworn, deposes and says that she is the Regional Legal Clerk of 21st Century Media Newspaper, LLC a Corporation duly organized under the laws of the State of New York; that said Corporation is the publisher of The Record, a daily newspaper published in the City of Troy, County of Rensselaer and State of New York, and that the notice of which the annexed is a printed copy, has been regularly published in The Record

ONCE DAILY for ONE DAY

to wit: on the 7<sup>th</sup> day of October, 2017

Sworn to before me this  
10<sup>th</sup> day of October, 2017  
  
Notary Public

  
DEBRA A. BECK  
Notary Public, State of New York  
01BE6072229  
Qualified in Rensselaer County  
Commission Expires April 01, 2018

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on November 16, 2017

RESOLUTION NO. \_\_\_\_\_ OF 2017

**IN THE MATTER OF THE TOWN BOARD OF THE TOWN OF POESTENKILL AUTHORIZING PAYMENT IN LIEU OF HEALTHCARE COVERAGE FOR INDIVIDUALS ELECTING TO DO SO**

*WHEREAS*, by Resolution No. 32 of the Year 2016 adopted November 17, 2016, the Town Board provided that any employee or official of the Town then covered by the Town's healthcare insurance could surrender such insurance coverage in return for an annual payment from the Town as provided in said Resolution, to be paid out as salary; and

*WHEREAS*, said prior Resolution provided that the amount of such buyout would be \$2,500.00 for single coverage, \$3,500.00 for plus one coverage and \$5,000.00 for family coverage, with said amounts to be re-considered annually by the Town Board;

***NOW, LET IT THEREFORE BE***

*RESOLVED*, that the Town Board of the Town of Poestenkill hereby reaffirms that any individual currently covered by the Town's healthcare insurance may, at his or her election, agree to surrender such insurance coverage in return for an annual payment from the Town as hereinafter provided, to be paid out as salary; and it is further

*RESOLVED*, that the amount of such buyout shall remain at the originally specified levels, to wit: \$2,500.00 for single coverage, \$3,500.00 for plus one coverage and \$5,000.00 for family coverage with said amounts to be re-considered annually by the Town Board; and it is further

*RESOLVED*, that any such election by a covered individual to accept such buyout or to rescind any previous buyout and have coverage reinstated for the next calendar year must be evidenced by notice provided to the Town and, if applicable, reimbursement to the Town of the buyout payment previously received, not later than November 25 of the year prior thereto.

MOVED BY: \_\_\_\_\_

Prepared and approved as to form by:  
John T. Casey, Esq., Town Attorney

SECONDED BY: \_\_\_\_\_

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: \_\_\_\_\_

Councilman David Hass: \_\_\_\_\_

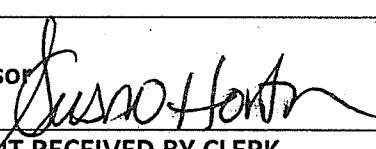
Councilman Harold Van Slyke: \_\_\_\_\_

Councilman Eric Wohlleber: \_\_\_\_\_

Supervisor Dominic Jacangelo: \_\_\_\_\_

**TOWN CLERK'S MONTHLY REPORT**  
**Town of Poestenkill, New York**  
**October 2017**

TO THE SUPERVISOR: Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the payment of

Conservation Fees to the Town:	<b>\$ 81.28</b>
	<b>\$ 15.00</b>
2 Marriage License @ \$ 7.50 each	
2 Marriage Certificate @ \$10.00 each	<b>\$ 20.00</b>
Marriage Transcript @ \$10.00 each	<b>\$</b>
A1255 Total Town Clerk Fees	<b>\$ 116.28</b>
Peddler's Permit	<b>\$</b>
A1289 Registrar	<b>\$ 100.00</b>
A2655 Minor Sales - Copies (certified copy) -	<b>\$</b>
A2530 Games of Chance (Bell Jar)	<b>\$</b>
A2544 Local Fee for dogs	<b>\$ 104.00</b>
A2115 Planning Board Fees/ZBA fees	<b>\$</b>
A2555 Building Permits	<b>\$ 745.00</b>
A2501 Junkyard License	
A2268 Impoundment fees from Creekside Kennel	<b>\$</b>
A2720 Water Meter Fee \$470 1001 Water Benefit Charge -	
A2240 Misc. Water Charges - \$	<b>\$</b>
A2710 Water Permit Fee \$ 80.00	
1001 Water billing \$10,145.00	<b>\$</b>
Total Water Charges	<b>\$10,695.00</b>
<b>REVENUE TO SUPERVISOR</b>	<b>\$11,760.28</b>
Amount paid to State Comptroller for Games Chance License	<b>\$</b>
Amount paid to DEC for Conservation Licenses	<b>\$1,443.72</b>
Amount paid to AG. And Markets for fee for unsprayed/unneutered Dog program	<b>\$ 25.00</b>
Amount paid to State Health Dept. for Marriage Licenses	<b>\$ 45.00</b>
<b>TOTAL DISBURSED</b>	<b>\$1,513.72</b>
October 6, 2017 Dominic Jacangelo, Supervisor 	
<b>TOTAL AMOUNT RECEIVED BY CLERK</b>	<b>\$13,274.00</b>
State of New York, County of Rensselaer, Town of Poestenkill, Susan Horton, being duly sworn says that she is the Clerk of the Town of Poestenkill the foregoing is a full and true statement of all Fees and Moneys received by her during October only such Fees the application and payment of which are otherwise provided by law subscribed and sworn to before me this 6th day of November 2017.	



OFFICE OF THE  
ASSESSOR

# Town of Poestenkill

38 Davis Drive | P.O. Box 210  
Poestenkill, NY 12140  
518.283.5100 (Phone)  
518.283.7550 (Fax)

TO: POESTENKILL TOWN BOARD

FROM: BRIAN M. JACKSON/ ASSESSOR  
ASSESSOR'S REPORT FOR OCTOBER 2017

Renewal applications for Enhanced STAR, Aged, Agriculture, Disability and Clergy exemptions will be processed soon so that mailings will be ready to send in December. We still do not do any new STAR exemptions, only if someone currently has a Basic STAR and will be changing to Enhanced (Sr.) can we do that filing. We periodically have calls from property owners who have not received their checks or have not been able to register with the State for their STAR checks. Unfortunately, we are unable to help them since we have been instructed for them to contact the State directly and not go through our office.

We continue to receive deeds from the county on a regular basis as well as new construction closeouts from the building department which will be valued for 2018.

Constituent relations are good for this period.

Respectfully submitted,

Brian M. Jackson  
Assessor  
Town of Poestenkill

cc: Town Board  
Susan Horton, Town Clerk





Office of the  
Water Superintendent

## TOWN OF POESTENKILL

38 Davis Drive, P.O. 210  
Poestenkill, NY 12140

### Monthly Report for October 2017

We had a small water leak on Synders Corner and Dennis Rd. This leak was at a connection between two 8" lengths of ductile iron pipe. The highway helped by doing traffic control, and digging and cutting the pipes.

Labor costs 5 men x 6 hrs. = \$766.00

Parts \$922.00

Equipment cost Dump truck, excavator, pump \$1200.00

Total cost to town \$2,888.00

Had Chip Kronau give me a proposal for the above leak and it would cost the town \$5,425.00.

Total savings to town \$2537.00

Had a bad curb stop on Route 355 (burton new water service. The highway held again in this matter they dug up the water main so I could shut off the corp. valve and I replaced the curb stop.

Labor costs 4 men x 1 hr. = \$78.00

Parts \$23.99

Equipment cost \$100.00

Total cost to town \$201.99

Had Chip Kronau give me a proposal for the above leak and it would cost the town \$3,750.00.

Total savings to town \$3,548.01

Had two more water installations.

Lochvue: Still no change all of the wires have been relocated except for the cable tv

811

A few mark outs



## TOWN OF POESTENKILL

38 Davis Drive, P.O. 210  
Poestenkill, NY 12140

November 9, 2017

To: Dominic Jacangelo

From: Paul Barringer – Code Enforcement Officer/MS 4 Official

Re: October 2017 work activities

My work hours for the month totaled 59 1/4 hours. Fees collected through this office totaled \$745.

Activities included:

- Fielded a number of complaints concerning non-conforming property issues with various degrees of resolution.
- Investigated one neighbor – neighbor complaint and found that one resident has been illegally dumping affecting the complainant's property. The illegal dumping may also violate MS4 regulations and DEC regulations. Research is ongoing. Update. The fill may be in violation of DEC regulations and further research is necessary. The results are definitely in violation of Town Code and the resident will be notified.
- Reviewing existing files on ongoing building permits with the long term intent of closing out files. Conducting field inspections as necessary. Certificates of Compliance and Certificates of Occupancy have been issued where applicable.
- Presently there are 8 open building permits for new house construction in various stages of completion. In addition, there are 3 open building permits for an addition and 2 pole barns. Two houses in the Lochvue subdivision received their Certificate of Occupancies. The new house under construction on Snake Hill Rd. has received a Temporary Certificate of Occupancy with an anticipated completion date before January 1, 2018. Two houses in the Quail Meadow subdivision expect to be completed prior to December 1, 2017. Onsite inspections have taken place for compliance to the building code. The remaining permits are for long standing projects in various stages of completion. One is completed and occupied with the owner not responding to phone calls (Update: issue remains same). Another has had a STOP WORK notice posted due to the age of the building permit (Update: the owner has renewed the building permit with the intention of receiving a Certificate of Completion from the Rensselaer County Health Dept. for a Certificate of Occupancy to be issued).

- Six building permits were issued for new decks, repairs and alterations, and a roof mounted PV solar array. Three existing building permits were extended at the request of the permittee.
- One letter for a building that was constructed without appropriate permits was delivered by Rensselaer County Sherriff's Dept. to the homeowner in attempt to bring the homeowner in compliance with New York State and Town of Poestenkill Code Regulations and laws. Still open. Court date is being pursued to bring the owner in compliance. Owner has attempted to contact this office without any resolution at the time of this report.
- Conducted field inspections for compliance to SWPPP and MS4 requirements at Lochvue. Reviewed weekly reports from Ingalls Engineering for same. The engineering firm has been notified that the identified deficiencies and the maintenance work for SWPPP compliance needs to be addressed by the developer.
- Two mail request from a title company was responded to about any open violations, open building permits and Certificate of Occupancy
- Fielded a number of phone calls inquiring about building code compliance for future projects from town residents.
- Attended annual training to meet the minimum requirements for NYS certification. Received 19 hours of CEU.

Paul F. Barringer

A handwritten signature in black ink, appearing to read "Paul F. Barringer", written in a cursive style.

## Poestenkill Dog Control

October 2017

- 5<sup>th</sup> Police call: Stray cat got into fenced yard with 2 dogs
- 5<sup>th</sup> Dog owner found owner of cat
- 5<sup>th</sup> Owner of cat needs info
- 6<sup>th</sup> Dead deer on resident's property
- 7<sup>th</sup> Loose neighbor dog bit resident
- 7<sup>th</sup> Lost cat
- 13<sup>th</sup> Neighbor chickens on resident's property
- 15<sup>th</sup> Info on previous complaint
- 20<sup>th</sup> Stray cat found
- 25<sup>th</sup> Lost dog
- 31<sup>st</sup> Loose neighbor dog attacked dog being walked on leash



Town of Poestenkill  
Office of the Highway Superintendent  
P.O. Box 210  
Poestenkill, NY 12140  
(518) 283-4144

To: Town supervisor- Dominic Jacangelo  
Town Board Members Butler, Wohlleber, Hass, Van Slyke

From: Highway Superintendent- Toby Chadwick

Date: November 9, 2017

RE: Highway Activities  
October 13, 2017-November 9, 2017

1. Crew been out chipping brush and bags leaves
2. Crew been out replacing signs
3. Crew putting plows, wings and sanders on trucks
4. Highway department attended NYSDEC endorsed erosion and sediment control training.
5. Highway department attended a NYMIR snow and ice operations seminar
6. Crew replacing a 5ft x 40ft culvert pipe on Sluyter Road.

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on the 16th day of November, 2017.

RESOLUTION NO. \_\_\_\_\_ OF 2017

---

**IN THE MATTER OF THE TRANSFER OF CERTAIN  
GENERAL BUDGET FUNDS**

---

*WHEREAS*, the Town bookkeeper has advised that it has become necessary to effect certain General Budget fund transfers in order to properly fund certain Town expenses;

*NOW, LET IT THEREFORE BE*

*RESOLVED*, that it is hereby authorized and directed as follows:

That the sum of \$7789.26 be transferred from General Budget fund line item 11420.4 (Attorney Contractual) to General Budget fund line item 11420.1 (Attorney Payroll); and

MOVED BY: \_\_\_\_\_

Prepared and approved as to form by:  
Michelle Asquith

SECONDED BY: \_\_\_\_\_

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: \_\_\_\_\_

Councilman David Hass: \_\_\_\_\_

Councilman Harold Van Slyke: \_\_\_\_\_

Councilman Eric Wohlleber: \_\_\_\_\_

Supervisor Dominic Jacangelo: \_\_\_\_\_

At a duly convened meeting of the Town Board of the Town of Poestenkill in the County of Rensselaer conducted at the Poestenkill Town Hall at 7:00 P.M. on the 16th day of November, 2017.

RESOLUTION NO. \_\_\_\_\_ OF 2017

---

IN THE MATTER OF THE TRANSFER OF CERTAIN  
GENERAL BUDGET FUNDS

---

*WHEREAS*, the Town bookkeeper has advised that it has become necessary to effect certain General Budget fund transfers in order to properly fund certain Town expenses;

*NOW, LET IT THEREFORE BE*

*RESOLVED*, that it is hereby authorized and directed as follows:

That the sum of \$470.35 be transferred from General Budget fund line item 151324 (Highway Garage) to General Budget fund line item 133102 (Traffic Control); and

MOVED BY: \_\_\_\_\_

Prepared and approved as to form by:  
Michelle Asquith

SECONDED BY: \_\_\_\_\_

VOTED UPON AS FOLLOWS:

Councilwoman June Butler: \_\_\_\_\_

Councilman David Hass: \_\_\_\_\_

Councilman Harold Van Slyke: \_\_\_\_\_

Councilman Eric Wohlleber: \_\_\_\_\_

Supervisor Dominic Jacangelo: \_\_\_\_\_