

TOWN OF BETHANY

REGULAR TOWN BOARD MEETING

14 OCTOBER 2020

Supervisor Hyde opened the October 14, 2020 Town Board Meeting at 7:00 p.m. with the Pledge of Allegiance followed by a prayer offered by Councilman Embt.

*****Please note that this meeting is being held outside of Executive Order 202.1. The Town of Bethany is not technologically equipped to hold virtual meetings and therefore, must meet in person to conduct essential business. The public is welcome to attend however, facial covering and social distancing regulations must be adhered to.**

Town Officials in Attendance were:

Carl Hyde, Jr., Supervisor	Jeffrey Fluker, Councilman
Timothy Embt, Councilman	Daniel Street, Councilman
Diane Fowler, Councilwoman	Debbie Douglas, Town Clerk
Barbara Czworka, Highway Superintendent	

Attendees to the Meeting were:

Bill Elsasser	Don Frank
Thomas Foss	Nathan Foss

FINANCES

Supervisor Hyde presented the finances for September 2020.

General Fund	\$1,128,110.16
Highway Fund	\$ 642,895.75
AP/PR Account	\$ 94,231.55
Trust & Agency Account	\$ 2,904.56
Highway Checking	\$ 2,683.32
Supervisor	\$ 442,041.24
Water District #2	\$ 51,724.37
Petty Cash	\$ 200.00
Total	\$ 2,364,790.95
Revenues Received	
Debbie Douglas, Town Clerk	\$ 700.23
US Post Office	\$ 100.00
Thomas McBride, Justice	\$ 960.00
Total Revenue	\$ 1,760.23
Total Interest	\$ 206.18
Total Revenue	\$ 1,966.41

PUBLIC HEARING – PROPOSED LOCAL LAW “SOLAR PANEL ENERGY CONVERSION INSTALLATIONS”

- Supervisor Hyde opened the public hearing at 7:01 PM.
- Bill Elsasser noted that when Supervisor Hyde told him during one of their first talks that Article 10 basically tied the hands of local government, he didn't believe him. He now understands that the Supervisor was correct. He

still thinks that the Town has the ability to protect its citizens despite Article 10. Solar is coming but feels that its impact can be shaped. Feels that the structures can be made safer by applying the National Building Code in place of the New York State Building code.

On **MOTION** of Councilman Street, duly seconded by Councilman Fluker, the public hearing was closed at 8:01 pm. Motion passed with All In Favor.

Town Clerk Report – Debbie Douglas

- Presented the Minutes of the September 14, 2020 Regular Town Board meeting.

A **MOTION** was made by Councilman Fluker, duly seconded by Councilman Street, to approve the minutes of the September 14, 2020 Regular Town Board meeting as presented. Motion **PASSED** with All In Favor.

- The Clerk's Monthly Report and Bank Statements for September 2020 were reviewed by the Town Board.

Highway Superintendent Report – Barbara Czworka

- Mowing has been difficult and slow because of debris in the tall weeds which gets caught in the mower.
- Potholes are being filled.
- The water tank pump is being repaired.
- More garbage has been picked up on Mayne Road (large pile of carpet). There was also a some on Paul Road.
- Trucks 1202 and 1203 have been repaired. Truck 1202 was repaired in-house.
- Putnam Road Cemetery has been cleaned up and mowed.
- All furnaces have been tested and seem to be working well.
- Mill Road was topped on September 21st and 22nd. Chip sealing was done on October 5th with help from the Towns of Stafford, Pavilion, Batavia, Middlebury and Alexander. Mill Road still needs to have shoulders put on.

Justice Report – Justice Shea & Justice McBride

- Justice Shea submitted his report for May 2020 which shows no activity.

Board Committee Reports

Councilman Fluker

- Have two new younger people join the Fire Department.

Councilwoman Fowler

- The Water Resource Board met.
 - o Phase 2 is progressing well. Able to provide 4 million gallons of water per day. However, Hood continues to build out and currently uses 85,000 gallons of water per day. If something happens with STAMP it won't be long before the need outweighs the ability of the system. There are ongoing talks with Erie County and there is hope that an agreement can be reached by the end of the year.
 - o There is a push for a unified water rate so that the rate is the same whether the water comes from Monroe County or Erie County. It would make the water rate the same across the county.
 - o Pump stations are going in.
 - o The next meeting is scheduled for January.

OLD BUSINESS

Water District #4 – Update

- Water District 4 is going in the ground.

Water District #5 – Update

- The final application is ready to be submitted to Rural Development however, the Supervisor’s access to RD Apply was disabled due to inactivity. That has been corrected and the application will be submitted tomorrow.

Proposed Water District #6 – Update

- An informational meeting will need to be held to determine interest. COVID makes it difficult to hold a meeting with any significant number of people. There are some ideas being kicked around allow for the dissemination of information.
- This district will require a water tower and a pump station and will cost approximately \$10,000,000.

RESOLUTION #42-2020 PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF BETHANY AND G & G PROCESS SERVICES, INC. TO CONDUCT A MEDIAN HOUSEHOLD INCOME SURVEY FOR PROPOSED WATER DISTRICT #6

WHEREAS, the Town Supervisor wishes to retain G & G Process Services, Inc. to conduct a Median Household Income Survey (MHI) for the proposed Water District #6 at a cost of \$3,790.00 plus postage and includes door to door; now on

MOTION of Councilman Fluker duly seconded by Councilwoman Fowler, be it

RESOLVED that the Bethany Town Board hereby authorizes the Supervisor to retain G & G Process Services, Inc. for the aforementioned services and costs and to execute the agreement between the Town of Bethany and G & G Process Services, Inc.

Motion **PASSED** with the following Roll Call Vote:

- | | |
|---------------------------|-------------------------|
| Supervisor Hyde – Yes | Councilman Fluker – Yes |
| Councilman Embt – Yes | Councilman Street – Yes |
| Councilwoman Fowler - Yes | |

Broadband – Update

- Broadband has been installed throughout Bethany.
- Residents should call Spectrum to sign up. Should a resident be informed by Spectrum that they do not have access to broadband, please call Supervisor Hyde and he will investigate.

2021 Budget & Revenue Sharing (Please see earlier minutes regarding this issue for more detailed information which may also be noted as Sales Tax Revenue Sharing.)

- The Legislature voted in favor of distributing additional funds this evening.
- They have reported to the news that they intend to continue to distribute revenue to the municipalities however, they will not put it in writing.
- The Board has lost faith in their promises and will not count on the distribution until it is received. The amount that was reported for the Town of Bethany is still less than the amount that was promised previously.
- The State Comptroller’s new sales tax revenue figures are not out as of this evening. When the new report comes out, it will be available at the Town Hall.

2021 Preliminary Budget

- There are three new line items that have been added to the budget.
 - o A2771 Revenue Distribution – Genesee County – Not Guaranteed
 - o DA1710.4 Administration Contractual – Grievances
 - o DA2771 Revenue Distribution – Genesee County – Not Guaranteed
- The tax rate for 2020 was \$3.71/\$1,000. The Preliminary Budget for 2021 has a tax rate of \$3.99/\$1,000.

RESOLUTION #43-2020 ADOPTION OF THE 2021 PRELIMINARY TOWN BUDGET

On **MOTION** of Councilman Embt duly seconded by Councilwoman Fowler, be it

RESOLVED, the Bethany Town Board hereby adopts the Preliminary Town Budget for 2021; and be it

FURTHER RESOLVED, that the 2021 Preliminary Town budget hereby be filed in the Office of the Bethany Town Clerk.

Motion **PASSED** with following Roll Call Vote:

Supervisor Hyde – Yes
 Councilman Embt – Yes
 Councilwoman Fowler – Yes

Councilman Fluker – Yes
 Councilman Street – Yes

TOWN OF BETHANY 2021 Preliminary Budget Tax Rate Schedule					2021 TOWNWIDE	2020 TOWNWIDE	PERCENTAGE CHANGE
Fund	APPROPRIATIONS	ESTIMATED REVENUES	APPROP FUND BALANCE	AMT. RAISED BY TAX	Ten. Total Assessed Value	Tax rate \$ per Thousand	Tax rate \$ per Thousand
A- GENERAL TOWNWIDE	\$405,278	\$198,200	\$110,000	\$127,078	\$99,557,351	1.278430	1.050748
DA-HIGHWAY TOWNWIDE	\$695,857	\$358,021	\$116,842	\$270,794	\$99,557,351	2.719980	2.662709
TOTALS	1,100,935	\$478,221	226,842	397,872		3.998410	3.713457
SPECIAL DISTRICTS							
WATER DISTRICT #1	\$3,520	\$0	\$0	\$3,520		\$352.00 per unit	\$337.10 per unit
WATER DISTRICT #2	\$33,121	\$0	\$0	\$33,121		\$862.22 per unit	\$862.22 per unit
WATER DISTRICT #3	\$8,971	\$0	\$0	\$8,971		\$774.58 per unit	\$774.58 per unit
WATER DISTRICT #4	\$15,750	\$0	\$0	\$15,750		\$335.11 per unit	
BETHANY VOLUNTEER FIRE PROTECTION DISTRICT	\$100,850	\$0	\$0	\$100,850	\$119,472,057	0.842456	0.829228
TOTAL LEVY	\$ 1,280,947	\$478,221	\$ 226,842	\$ 557,884			
TAX CAP ALLOWABLE				\$32,271			
AMOUNT OVER CAP				\$ 35,613			

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021 (9/14/20)
A1010.1	TOWN BOARD - PERSONAL SERVICES	\$ 6,805	\$ 1,701	\$ 6,805	6,125
A1010.4	TOWN BOARD - CONTRACTUAL	\$ -	\$ -	\$ 500	-
A1110.1	JUSTICES - PERSONAL SERVICES	\$ 18,684	\$ 4,671	\$ 18,684	18,684
A1110.11	JUSTICES - PERSONAL SERVICES (COURT CLERKS)	\$ 5,994	\$ 1,499	\$ 5,994	5,395
A1110.13	JUSTICES - PERSONAL SERVICES (BAILIFF)	\$ 1,688	\$ 387	\$ 2,100	1,890
A1110.2	JUSTICES - EQUIPMENT	\$ -	\$ -	\$ 1,050	1,050
A1110.21	JUSTICES - EQUIPMENT (GRANT)	\$ -	\$ -	\$ -	-
A1110.4	JUSTICES - CONTRACTUAL	\$ 2,161	\$ 578	\$ 4,000	2,000
A1220.1	SUPERVISOR - PERSONAL SERVICES	\$ 9,000	\$ 3,153	\$ 9,000	8,100
A1220.11	DEP. SUPERVISOR - PERSONAL SERVICES	\$ 1,000	\$ 250	\$ 1,000	900
A1220.12	FINANCIAL CLERK/TYPIST - BOOKKEEPER PS	\$ 8,500	\$ 2,942	\$ 8,500	8,500
A1220.13	CLERK TO SUPERVISOR - PERSONAL SERVICES	\$ -	\$ -	\$ -	4,500
A1220.2	SUPERVISOR - EQUIPMENT	\$ -	\$ -	\$ 2,500	500
A1220.4	SUPERVISOR - CONTRACTUAL	\$ 3,463	\$ 241	\$ 9,000	7,000
A1220.41	SUPERVISOR - PAYROLL SERVICE	\$ 3,076	\$ 1,289	\$ 3,500	3,000
A1220.42	SUPERVISOR - ACCOUNTING CONSULTANT	\$ 5,500	\$ -	\$ 5,500	-
A1330.1	TAX COLLECTOR - PERSONAL SERVICES	\$ 3,372	\$ 1,169	\$ 3,376	3,376
A1330.11	TAX COLLECTOR - PERSONAL SERVICES (DEPUTY)	\$ -	\$ -	\$ 250	-
A1330.4	TAX COLLECTOR - CONTRACTUAL	\$ 554	\$ 303	\$ 1,000	1,000
A1355.1	ASSESSOR - PERSONAL SERVICES	\$ 19,231	\$ 6,657	\$ 19,231	17,308
A1355.2	ASSESSOR - EQUIPMENT	\$ -	\$ -	\$ 1,500	300
A1355.4	ASSESSORS - CONTRACTUAL	\$ 1,758	\$ 995	\$ 1,200	1,200
A1355.41	ASSESSOR - COUNTY CHARGES	\$ 3,345	\$ 3,344	\$ 3,345	3,345
A1355.42	ASSESSOR - ASSESSMENT REVIEW	\$ 224	\$ -	\$ -	-
A1380.4	FISCAL AGENT FEES, CONTRACTUAL	\$ -	\$ -	\$ -	-
A1410.1	TOWN CLERK - PERSONAL SERVICES	\$ 28,196	\$ 9,803	\$ 28,321	28,321
A1410.10	TOWN CLERK - PERSONAL SERVICES (POST OFFICE)	\$ 625	\$ 225	\$ -	500
A1410.11	TOWN CLERK - PERSONAL SERVICES (DEPUTY)	\$ 255	\$ 33	\$ 618	618
A1410.2	TOWN CLERK - EQUIPMENT	\$ -	\$ -	\$ 300	300
A1410.4	TOWN CLERK - CONTRACTUAL	\$ 2,117	\$ 385	\$ 1,950	1,950
A1420.4	ATTORNEY - CONTRACTUAL	\$ 12,280	\$ 6,412	\$ 8,000	8,000
A1450.41	ELECTIONS-COUNTY CHARGES	\$ 1,945	\$ 2,295	\$ 2,295	2,500
A1460.4	RECORDS MANAGEMENT - CONTRACTUAL	\$ 50	\$ -	\$ 200	200
A1610.2	CENTRAL SERVICE ADMIN. EQUIP/FOR SERVER	\$ 5,235	\$ 980	\$ 1,500	1,000
A1610.4	CENTRAL SERVICE ADMIN CONTRACTUAL	\$ 4,603	\$ 74	\$ 2,000	2,000
A1620.2	BUILDING (TOWN HALL) - EQUIPMENT	\$ -	\$ -	\$ 5,000	3,500
A1620.4	BUILDING (TOWN HALL) - CONTRACTUAL	\$ 31,712	\$ 8,534	\$ 30,000	30,000
A1621.4	BUILDING (OLD TOWN HALL) - CONTRACTUAL	\$ 1,280	\$ -	\$ 2,000	2,000
A1640.2	CENTRAL GARAGE-EQUIPMENT	\$ -	\$ -	\$ -	-
A1670.4	CENTRAL PRINTING AND MAILING - CONTRACTUAL	\$ 4,047	\$ 1,097	\$ 6,000	5,000
A1680.4	CENTRAL DATA PROCESSING - CONTRACTUAL	\$ 1,400	\$ 1,400	\$ 600	1,400
A1910.4	UNALLOCATED INSURANCE - CONTRACTUAL	\$ 29,594	\$ 30,217	\$ 32,000	31,000
A1920.4	MUNICIPAL ASSOC DUES - CONTRACTUAL	\$ -	\$ -	\$ 2,000	1,000
A1990.4	CONTINGENCY	\$ -	\$ -	\$ 30,000	-
A3510.1	CONTROL OF DOGS - PERSONAL SERVICES	\$ 1,000	\$ 346	\$ 1,000	1,000
A3510.4	CONTROL OF DOGS - CONTRACTUAL	\$ 427	\$ -	\$ 1,200	500
A3620.1	SAFETY INSPECTION - PERSONAL SERVICES	\$ 2,000	\$ 692	\$ 2,000	1,000
A3620.14	SAFETY INSPECTION - PERSONAL SERVICES (CODE INSPECTOR)	\$ 1,250	\$ -	\$ 1,250	125
A3610.2	SAFETY INSPECTION - EQUIPMENT	\$ -	\$ -	\$ 50	50

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021 (9/14/20)
A3610.4	SAFETY INSPECTION - CONTRACTUAL	\$ 628	\$ 355	\$ 4,000	\$ 2,500
A3650.4	DEMO UNSAFE BUILDING - CONTRACTUAL	\$ -	\$ -	\$ -	\$ -
A3989.2	MISC. PUBLIC SAFETY-EQUIPMENT	\$ -	\$ -	\$ -	\$ -
A4020.1	REGISTRAR OF VITAL STATISTICS - PERSONAL SERVICES	\$ 412	\$ 143	\$ 412	\$ 412
A5010.1	SUPER OF HIGHWAYS - PERS SERV	\$ 52,000	\$ 18,000	\$ 52,000	\$ 52,000
A5010.2	SUPER OF HIGHWAYS - EQUIPMENT	\$ -	\$ -	\$ -	\$ -
A5010.4	SUPER OF HIGHWAYS - CONTRACTUAL	\$ 2,676	\$ 489	\$ 2,000	\$ 2,000
A5132.4	GARAGE - CONTRACTUAL	\$ 22,689	\$ 4,204	\$ 23,563	\$ 23,563
A5182.4	STREET LIGHTING - CONTRACTUAL	\$ 3,731	\$ 3,278	\$ 4,500	\$ 4,500
A6510.1	VETERAN SERVICES- PERSONAL SERVICES	\$ -	\$ -	\$ 200	\$ -
A6510.4	VETERAN SERVICES- CONTRACTUAL	\$ 117	\$ 154	\$ 250	\$ 200
A6772.4	PROGRAM FOR AGING - CONTRACTUAL	\$ 500	\$ 500	\$ 500	\$ 500
A7320.42	JOINT YOUTH PROJECT - PAVILION YOUTH	\$ 425	\$ 425	\$ 425	\$ 200
A7320.43	JOINT YOUTH PROJECT - TRI TOWN YOUTH	\$ 425	\$ 425	\$ 425	\$ 200
A7410.4	PAVILION LIBRARY - CONTRACTUAL	\$ 500	\$ -	\$ 500	\$ 200
A7510.1	HISTORIAN - PERSONAL SERVICES	\$ -	\$ -	\$ 100	\$ 90
A7510.4	HISTORIAN - CONTRACTUAL	\$ 145	\$ -	\$ 480	\$ 150
A7550.4	CELEBRATIONS - CONTRACTUAL	\$ 35	\$ -	\$ 400	\$ 100
A8010.1	ZONING ENFORCEMENT OFFICER-PERS SERV	\$ 7,859	\$ 2,723	\$ 7,868	\$ 5,081
A8010.2	ZONING- EQUIPMENT	\$ -	\$ -	\$ 50	\$ -
A8010.4	ZONING- CONTRACTUAL	\$ 353	\$ -	\$ 515	\$ 515
A8010.41	ZONING BOARD OF APPEALS - CONTRACTUAL	\$ 64	\$ -	\$ 1,800	\$ 1,620
A8020.4	PLANNING - CONTRACTUAL	\$ 150	\$ -	\$ 450	\$ 450
A8020.41	PLANNING BOARD -CONTRACTUAL	\$ 1,366	\$ 996	\$ 2,500	\$ 1,500
A8090.4	ENVIRONMENTAL CONTROL - Black Creek	\$ -	\$ -	\$ 200	\$ -
A8090.44	ENVIRONMENTAL CONTROL - Tonawanda	\$ -	\$ -	\$ 200	\$ -
A8160.1	REFUSE & GARBAGE - PERSONAL SERVICES	\$ 3,523	\$ 1,180	\$ 8,000	\$ -
A8160.2	REFUSE & GARBAGE - EQUIPMENT	\$ -	\$ -	\$ 200	\$ -
A8160.4	REFUSE & GARBAGE - CONTRACTUAL	\$ 13,539	\$ 4,990	\$ 10,000	\$ 10,000
A8389.4	OTHER WATER - CONTRACTUAL	\$ -	\$ 1,043	\$ -	\$ -
A8810.1	CEMETARY- PERSONAL SERVICES	\$ 1,500	\$ 1,500	\$ 1,500	\$ 500
A8810.4	CEMETARY- CONTRACTUAL	\$ 684	\$ 171	\$ 2,500	\$ 1,500
A9010.8	STATE RETIREMENT SYSTEM	\$ 18,791	\$ 4,624	\$ 25,000	\$ 22,000
A9030.8	SOCIAL SECURITY - EMPL BEN	\$ 13,112	\$ 4,401	\$ 15,000	\$ 15,000
A9040.8	WORKERS COMPENSATION - EMPL BEN	\$ 7,144	\$ 9,750	\$ 9,750	\$ 9,750
A9040.81	WORKERS COMPENSATION (Fire District) -EMPL BEN	\$ 13,488	\$ 17,800	\$ 17,800	\$ 17,800
A9050.8	NYS UNEMPLOYMENT INSURANCE - EMPL BEN	\$ -	\$ 36	\$ 2,500	\$ 2,500
A9055.8	DISABILITY INSURANCE - EMPL BEN	\$ 288	\$ 99	\$ 500	\$ 500
A9060.8	HOSPITAL & MED INS. - EMPL BEN	\$ 3,000	\$ 750	\$ 5,000	\$ 3,000
A9089.8	OTHER EMP (BACK BENEFITS)	\$ -	\$ 2,000	\$ -	\$ -
A9730.6	BOND ANTICIPATION NOTES - DEBT PRINCIPAL	\$ 10,200	\$ 10,200	\$ 10,200	\$ 10,600
A9730.7	BOND ANTICIPATION NOTES - DEBT INTEREST	\$ 773	\$ 548	\$ 547	\$ 160
A9901.9	TRANSFERS TO OTHER FUNDS	\$ -	\$ -	\$ -	\$ -
A9950.9	TRANSFERS TO CAPITAL PROJ FUND	\$ 40,000	\$ -	\$ -	\$ -
TOTAL APPROPRIATIONS		\$ 442,489	\$ 182,456	\$ 478,154	\$ 405,278
REVENUES					
A1090	INTEREST & PENALTIES ON TAXES	\$ 2,591	\$ 2,512	\$ -	\$ 2,500
A1120	SALES TAX	\$ 278,192	\$ 129,672	\$ 205,000	\$ -

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021 (9/14/20)
A1170	FRANCHISE FEES	\$ 7,416	\$ -	\$ 6,000	\$ 7,000
A1232	TAX COLLECTION FEES	\$ 60	\$ -	\$ 2,000	\$ 2,000
A1255	CLERK FEES	\$ 392	\$ 14	\$ 1,000	\$ 1,000
A1289	SALE OF STAMPS	\$ 2,350	\$ 785	\$ 1,200	\$ 2,200
A1603	REG. OF VITAL STATISTICS	\$ 340	\$ 20	\$ -	\$ -
A2130	REFUSE & GARGAGE FEES	\$ 13,964	\$ 2,350	\$ 17,000	\$ -
A2401	INTEREST & EARNINGS	\$ 1,083	\$ 525	\$ 400	\$ 400
A2440	HALL RENTAL	\$ 1,500	\$ 150	\$ 700	\$ 700
A2544	DOG LICENSE	\$ 1,834	\$ 442	\$ 2,200	\$ 1,900
A2555	BUILDING & ALTERATION PERMITS	\$ 2,995	\$ 2,680	\$ 5,000	\$ 5,000
A2610	FINES & FORFEITED BAIL	\$ 11,568	\$ 2,403	\$ 9,000	\$ 9,000
A2651	SALES OF REFUSE FOR RECYCLING	\$ -	\$ -	\$ -	\$ -
A2660	SALES OF REAL PROPERTY	\$ 18,060	\$ -	\$ -	\$ -
A2680	INSURANCE RECOVERIES	\$ -	\$ -	\$ -	\$ -
A2701	REFUND OF PRIOR YEAR'S EXPENDITURES	\$ -	\$ -	\$ -	\$ -
A2750	AIM RELATED PAYMENTS	\$ 18,128	\$ -	\$ 18,128	\$ 18,000
A2770	UNCLASSIFIED INCOME	\$ 2,495	\$ -	\$ 500	\$ 500
A2771	REVENUE DISTRIBUTION -GENESEEE COUNTY (NOT GUARANTEED)	\$ -	\$ -	\$ -	\$ 100,000
A3005	STATE AID -MORTGAGE TAX	\$ 19,026	\$ -	\$ 18,000	\$ 18,000
A3389	STATE AID -JUSTICE GRANT	\$ -	\$ -	\$ -	\$ -
A5031	INTERFUND TRANSFERS- CAPITAL	\$ -	\$ 139	\$ 139	\$ -
TOTAL REVENUES		\$ 381,994	\$ 141,692	\$ 286,267	\$ 168,200
APPROPRIATED FUND BALANCE				\$ 88,000	\$ 110,000
A1001	AMOUNT TO BE RAISED BY TAXES	\$ 98,362	\$ 103,887	\$ 103,887	\$ 127,078
TOTAL REVENUES & APPROPRIATED FUND BALANCE		\$ 480,356	\$ 245,579	\$ 478,154	\$ 405,278
TOTAL REV. & APPROP FUND BAL. - APPROPRIATIONS		\$ 37,867	\$ 63,123	\$ -	\$ -

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021 (9/14/20)
APPROPRIATIONS					
DA1710.4	ADMINISTRATION-CONTRACTUAL (GRIEVANCES)	\$ -	\$ -	\$ -	5,000
DA5110.1	GENERAL REPAIRS - PERSONAL SERVICES	\$ 71,369	\$ -	\$ 90,000	60,000
DA5110.4	GENERAL REPAIRS - CONTRACTUAL	\$ 105,047	\$ 5,729	\$ 130,000	95,000
DA5112.2	IMPROVEMENT - CHIPS/PAVE NY	\$ 97,671	\$ -	\$ 96,001	96,001
DA5130.2	MACHINERY - EQUIPMENT	\$ 12,418	\$ 2,278	\$ 25,000	8,000
DA5130.4	MACHINERY - CONTRACTUAL	\$ 49,162	\$ 5,657	\$ 48,000	40,000
DA5130.41	MACHINERY - FISCAL AGENT FEES -CONTRACTUAL	\$ 4,042	\$ -	\$ -	-
DA5142.1	SNOW REMOVAL - PERSONAL SERVICES	\$ 94,325	\$ 60,722	\$ 101,000	67,670
DA5142.11	SNOW REMOVAL - PERSONAL SERVICES (PART-TIME)	\$ -	\$ -	\$ -	20,000
DA5142.4	SNOW REMOVAL - CONTRACTUAL	\$ 112,196	\$ 24,428	\$ 126,000	126,000
DA9010.8	STATE RETIREMENT SYSTEM	\$ 22,966	\$ 5,450	\$ 29,000	19,430
DA9030.8	SOCIAL SECURITY -EMPLOYEE BENEFITS	\$ 12,464	\$ 5,027	\$ 12,300	8,241
DA9040.8	WORKERS COMP. -EMPLOYEE BENEFITS	\$ 7,143	\$ 9,750	\$ 9,750	6,533
DA9055.8	DISABILITY -EMPLOYEE BENEFITS	\$ 325	\$ 112	\$ 400	400
DA9060.8	HOSPITAL & MEDICAL INSURANCE -EMPLOYEE BENEFITS	\$ 49,115	\$ 17,724	\$ 62,000	41,540
DA9089.8	OTHER EMPLOYEE BENEFITS (BACK BENEFITS)	\$ -	\$ 4,987	\$ 5,000	5,000
DA9730.6	BOND ANTICIPATION NOTES - DEBT PRINCIPAL	\$ 91,800	\$ 91,800	\$ 91,800	95,400
DA9730.7	BOND ANTICIPATION NOTES - DEBT INTEREST	\$ 6,956	\$ 4,928	\$ 4,929	1,442
TOTAL APPROPRIATIONS		\$ 736,999	\$ 238,592	\$ 831,180	695,657
REVENUES					
DA1120	SALES TAX	\$ 313,705	\$ 146,226	\$ 300,000	-
DA2300	SNOW REMOVAL SERVICES -OTHER GOVT	\$ 118,363	\$ -	\$ 138,384	140,000
DA2301	MOWING SERVICES -OTHER GOVT	\$ 9,936	\$ -	\$ 12,261	12,000
DA2401	INTEREST AND EARNINGS	\$ 576	\$ 135	\$ 20	20
DA2650	SALES OF SCRAP	\$ 553	\$ -	\$ -	-
DA2655	SALES OF EQUIPMENT	\$ -	\$ -	\$ -	-
DA2680	INSURANCE RECOVERIES	\$ 2,880	\$ -	\$ -	-
DA2701	REFUND OF PRIOR YEAR EXPENDITURES	\$ 652	\$ -	\$ -	-
DA2770	UNCLASSIFIED	\$ 851	\$ -	\$ -	-
DA2771	REVENUE DISTRIBUTION -GENESSEE COUNTY (NOT GUARANTEED)	\$ -	\$ -	\$ -	60,000
DA3501	STATE AID - CHIPS/PAVE NY	\$ 97,671	\$ -	\$ 96,001	96,001
DA5031	INTERFUND TRANSFERS	\$ 40,000	\$ 1,253	\$ 1,253	-
TOTAL REVENUES		\$ 585,187	\$ 147,614	\$ 547,919	308,021
APPROPRIATED FUND BALANCE				\$ 20,000	\$ 116,842
DA1001	AMOUNT TO BE RAISED BY TAXES	\$ 265,238	\$ 263,261	\$ 263,261	270,794
TOTAL REVENUES & APPROPRIATED FUND BALANCE		\$ 850,425	\$ 410,875	\$ 831,180	695,657
TOTAL REV. & APPROP FUND BAL. - APPROPRIATIONS		\$ 113,426	\$ 172,283	\$ -	-

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021
APPROPRIATIONS					
SW1 8310.4	WATER ADMIN- CONTRACT	\$ 3,371	\$ 3,503	\$ 3,520	3,520
TOTAL APPROPRIATIONS		\$ 3,371	\$ 3,503	\$ 3,520	3,520
REVENUES					
TOTAL REVENUES				\$ -	\$ -
APPROPRIATED FUND BALANCE				\$ 149	\$ -
SW1 1001	AMOUNT TO BE RAISED BY TAXES	\$ 3,414	\$ 3,371	\$ 3,371	3,520
TOTAL REVENUES & APPROPRIATED FUND BALANCE		\$ 3,414	\$ 3,371	\$ 3,520	3,520
TOTAL REV. & APPROP FUND BAL. - APPROPRIATIONS		\$ 43	\$ (132)	\$ -	-

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021
EXPENDITURES					
SW2 8389.4	OTHER WATER, CONTRACTUAL	\$ -	\$ 2,561.00		
SW2 9710.6	SERIAL BONDS - DEBT PRINCIPAL		\$ 12,000	\$ 12,000	\$ 13,000
SW2 9710.7	SERIAL BONDS - DEBT INTEREST	\$ 10,303	\$ 10,303	\$ 20,449	\$ 20,121
TOTAL APPROPRIATIONS		\$ 10,303	\$ 24,864	\$ 32,449	\$ 33,121
REVENUES					
SW2-2401	INTEREST & EARNINGS	\$ 61	\$ 30	\$ -	\$ -
SW2-2770	UNCLASSIFIED REVENUE	\$ -	\$ 663	\$ 663	\$ -
TOTAL REVENUES		\$ 61	\$ 693	\$ 663	\$ -
APPROPRIATED FUND BALANCE				\$ -	\$ -
A1001	AMOUNT TO BE RAISED BY TAXES	\$ 30,465	\$ 31,786	\$ 31,786	\$ 33,121
TOTAL REVENUES & APPROPRIATED FUND BALANCE		\$ 30,526	\$ 32,479	\$ 32,449	\$ 33,121
TOTAL REV. & APPROP FUND BAL. - APPROPRIATIONS		\$ 20,223	\$ 7,615	\$ -	\$ -

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021
APPROPRIATIONS					
SW3 8310.4	WATER ADMIN- CONTRACT	\$ 6,932	\$ -	\$ 6,971	\$ 6,971
TOTAL APPROPRIATIONS		\$ 6,932	\$ -	\$ 6,971	\$ 6,971
REVENUES					
TOTAL REVENUES		\$ -	\$ -	\$ -	\$ -
APPROPRIATED FUND BALANCE				\$ -	\$ -
SW3 1001	AMOUNT TO BE RAISED BY TAXES	\$ 6,933	\$ 6,771	\$ 6,971	\$ 6,971
TOTAL REVENUES & APPROPRIATED FUND BALANCE		\$ 6,933	\$ 6,771	\$ 6,971	\$ 6,971
TOTAL REV. & APPROP FUND BAL. - APPROPRIATIONS		\$ 1	\$ 6,771	\$ -	\$ -

ACCOUNT	TITLE	ACTUAL 2019	ACTUAL 2020 (THRU 4/30)	ADOPTED BUDGET 2020	PREM BUDGET 2021
EXPENDITURES					
SW4 9710.6	SERIAL BONDS - DEBT PRINCIPAL		\$ -	\$ -	9,000
SW4 9710.7	SERIAL BONDS - DEBT INTEREST	\$ -	\$ -	\$ -	6,750
TOTAL APPROPRIATIONS		\$ -	\$ -	\$ -	15,750
REVENUES					
SW4-2401	INTEREST & EARNINGS	\$ -	\$ -	\$ -	-
TOTAL REVENUES		\$ -	\$ -	\$ -	-
APPROPRIATED FUND BALANCE				\$ -	-
SW4-1001	AMOUNT TO BE RAISED BY TAXES	\$ -	\$ -	\$ -	15,750
TOTAL REVENUES & APPROPRIATED FUND BALANCE		\$ -	\$ -	\$ -	15,750
TOTAL REV. & APPROP FUND BAL. - APPROPRIATIONS		\$ -	\$ -	\$ -	-

NYS - Real Property System
 County of Genesee
 Town of Bethany - 1828

Assessor's Report - 2020 - Prior Year File
 S495 Exemption Impact Report
 Town Summary

RPS221/V04/L001
 Date/Time - 9/15/2020 09:03:12
 Total Assessed Value 123,331,843
 Uniform Percentage 94.00

Equalized Total Assessed Value 131,204,088

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
12100	NYS - GENERALLY	RPTL 404(1)	2	0	0.00
13100	CO - GENERALLY	RPTL 406(1)	2	1,040,106	0.79
13500	TOWN - GENERALLY	RPTL 406(1)	8	822,340	0.63
13573	TOWN O/S LIMITS - SPECIFIED US	RPTL 406(2)	2	116,571	0.09
21600	RES OF CLERGY - RELIG CORP OWN	RPTL 462	3	212,766	0.16
25110	NONPROF CORP - RELIG(CONST PRK	RPTL 420-a	4	1,502,660	1.15
25300	NONPROF CORP - SPECIFIED USES	RPTL 420-b	1	1,277	0.00
26400	INC VOLUNTEER FIRE CO OR DEPT	RPTL 464(2)	2	180,532	0.14
27350	PRIVATELY OWNED CEMETERY LANE	RPTL 446	3	54,043	0.04
41120	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	1	18,766	0.01
41121	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	3	47,250	0.04
41123	ALT VET EX-WAR PERIOD-NON-COMI	RPTL 458-a	33	565,628	0.43
41130	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	1	29,324	0.02
41133	ALT VET EX-WAR PERIOD-COMBAT	RPTL 458-a	21	559,176	0.43
41140	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	1	56,649	0.04
41141	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	1	22,676	0.02
41143	ALT VET EX-WAR PERIOD-DISABILI	RPTL 458-a	14	487,979	0.37
41150	COLD WAR VETERANS (10%)	RPTL 458-b	2	0	0.00
41400	CLERGY	RPTL 460	1	1,596	0.00
41700	AGRICULTURAL BUILDING	RPTL 483	6	1,058,511	0.81
41720	AGRICULTURAL DISTRICT	AG-MKTS L 306	188	17,975,645	13.70
41730	AGRIC LAND-INDV NOT INAG DIS	AG MKTS L 306	1	37,205	0.03
41800	PERSONS AGE 65 OR OVER	RPTL 467	3	70,872	0.05
41803	PERSONS AGE 65 OR OVER	RPTL 467	1	18,654	0.01
41806	PERSONS AGE 65 OR OVER	RPTL 467	1	24,162	0.02

NYS - Real Property System
County of Genesee
Town of Bethany - 1828

Assessor's Report - 2020 - Prior Year File
S495 Exemption Impact Report
Town Summary

RPS221/V04/L001
Date/Time - 9/15/2020 09:03:12
Total Assessed Value 123,331,843
Uniform Percentage 94.00

Equalized Total Assessed Value 131,204,088

Exemption Code	Exemption Name	Statutory Authority	Number of Exemptions	Total Equalized Value of Exemptions	Percent of Value Exempted
42100	SILOS, MANURE STORAGE TANKS,	RPTL 483-a	24	388,627	0.30
Total Exemptions Exclusive of System Exemptions:			329	25,292,013	19.28
Total System Exemptions:			0	0	0.00
Totals:			329	25,292,013	19.28

Values have been equalized using the Uniform Percentage of Value. The Exempt amounts do not take into consideration, payments in lieu of taxes or other payments for municipal services.

Amount, if any, attributable to payments in lieu of taxes: _____

RESOLUTION #44-2020 SCHEDULING PUBLIC HEARING FOR PROPOSED LOCAL LAW TO OVERRIDE TAX CAP

WHEREAS, all Board Members, having due notice of said meeting, and that pursuant to Article 7, §104 of the Public Officers Law, said meeting was open to the general public and due and proper notice of the time and place whereof was given as required by law; and

WHEREAS, pursuant to Governor Andrew Cuomo’s Executive Orders put into place in consideration of the COVID-19 pandemic and the guidelines put in place during Phase IV of New York Forward, said meeting was held in accordance with social distancing protocol and face coverings were worn by all Board Members and public attendees; and

WHEREAS, Chapter 97 of the Laws of 2011 – “The Property Tax Cap” add a new section 3-c to the General Municipal Law that provides that the amount of real property taxes that may be levied by or on behalf of any local government shall not exceed two percent (2%); and

WHEREAS, in order to adopt a budget that requires a tax levy that is greater than the tax levy limit for the coming fiscal year, only if the Town Board first enacts, by a vote of sixty percent (60%) of the total voting power, a local law to override such limit for such coming fiscal year only; and

WHEREAS, the Town Board of the Town of Bethany finds it in the best interest of the Town to hold a public hearing to consider the adoption of said local law.

NOW ON MOTION OF Councilman Fluker which has been duly seconded by Councilman Street, be it

RESOLVED, by the Town Board of the Town of Bethany will hold a public hearing on the proposed adoption of said local law on the 9th day of November 2020 at 07:00 p.m., at which time all interested parties and citizens for or against the proposed law will be heard; and be it further

RESOLVED, that the Town Board will ensure that proper safety protocols are followed based upon the Phase of reopening that New York State attains and any additional Executive Orders issued by the Governor by said date of public hearing.

Motion **PASSED** with the following Roll Call Vote:

Supervisor Hyde – Yes	Councilman Fluker – Yes
Councilman Embt – Yes	Councilman Street – Yes
Councilwoman Fowler – Yes	

**TOWN OF BETHANY
A PROPOSED LOCAL LAW ENTITLED
“OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW §3-c.”**

BE IT ENACTED by the Town Board of the Town of Bethany as follows:

SECTION I. LEGISLATIVE INTENT

It is the intent of this local law to override the limit on the amount of real property taxes that may be levied by the Town of Bethany, County of Genesee pursuant to General Municipal Law §3-c. and to allow the Town of Bethany, County of Genesee to adopt a town budget for (a) town purposes; (b) fire protection districts; and (c) any other special or improvement district governed by the Town Board for the fiscal year 2021 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law §3-c.

SECTION II. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law §3-c. which expressly authorizes the Town Board to override the tax levy limit by the adoption of a local law approved by vote of sixty percent (60%) of the Town Board.

SECTION III. TAX LEVY LIMIT OVERRIDE

The Town Board of the Town of Bethany, County of Genesee is hereby authorized to adopt a budget for the fiscal year 2021 that requires a real property tax levy in excess of the limit specified in General Municipal Law §3-c.

SECTION IV. SEVERABILITY

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION V. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION #45-2020 PUBLIC HEARING ON THE 2021 PRELIMINARY TOWN BUDGET – SCHEDULING OF

On **MOTION** of Councilwoman Fowler duly seconded by Councilman Embt, now, be it

RESOLVED, that the Bethany Town Board hereby authorizes and orders that a Public Hearing on the Preliminary Town Budget for 2021 be conducted at the Bethany Town Hall, 10510 Bethany Center Road, East Bethany, New York, beginning at 7:00 p.m. on Monday, November 9, 2020 at which time and place all interested persons will be heard; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to publish such public notice of the subject Public Hearing as required by law.

Motion **PASSED** with the following Roll Call Vote:

Supervisor Hyde - Yes	Councilman Fluker - Yes
Councilman Embt - Yes	Councilman Street - Yes
Councilwoman Fowler - Yes	

NEW BUSINESS

RESOLUTION #46-2020 ADOPTION OF RETENTION AND DISPOSITION SCHEDULE FOR NEW YORK LOCAL GOVERNMENT RECORDS (LGS-1)

On **MOTION** of Supervisor Hyde, duly seconded by Councilman Street, be it

RESOLVED, By the Town Board of the Town of Bethany that *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, issued pursuant to Article 57-A of the Arts and Cultural Affairs Law, and containing legal minimum retention periods for local government records, is hereby adopted for use by all officers in legally disposing of valueless records listed therein.

FURTHER RESOLVED, that in accordance with Article 57-A:

- (a) Only those records will be disposed of that are described in *Retention and Disposition Schedule for New York Local Government Records (LGS-1)*, after they have met the minimum retention periods described therein;
- (b) Only those records will be Disposed of that do not have sufficient administrative, fiscal, legal, or historical value to merit retention beyond established legal minimum periods.

FURTHER RESOLVED, LGS-1 shall become effective January 1, 2021.

Motion **PASSED** with the following Roll Call Vote:

Supervisor Hyde - Yes	Councilman Fluker - Yes
Councilman Embt - Yes	Councilman Street - Yes
Councilwoman Fowler - Yes	

RESOLUTION #47-2020 WAIVING LOCAL PORTION OF MARRIAGE LICENSE FEE FOR ACTIVE DUTY MEMBERS OF THE ARMED FORCES

WHEREAS, on August 20, 2019, the Governor passed a law waiving the State Fee on Marriage Licenses for active duty members of the Armed Forces; and

WHEREAS, that Domestic Relations Law Section 15, Subdivision 4 states that the Town may elect to waive the portion of the fee to which the Town is entitled; and

WHEREAS, that Domestic Relations Law Section 14-a, Subdivision 3 states that a Town may elect to waive the fee for any certificate when either party making application for any certificate required by the Veterans Administration or by the division of Veterans' Affairs of the State of New York to be used in determining the eligibility of

any person to participate in the benefits made available by the Veterans Administration or by the State of New York, is an active duty member of the Armed Forces of the United States; and

WHEREAS, the Town of Bethany desires to waive the portion of the marriage license fee to which the Town is entitled and the certificate fee for those active duty members of the Armed Forces of the United States for the purpose contained herein. Now,

On **MOTION** of Councilwoman Fowler, duly seconded by Councilman Fluker, be it

RESOLVED

Sec. 1. That the Town Board of the Town of Bethany hereby waives the portion of the marriage license fee, to which the Town is entitled, for active duty members of the Armed Forces of the United States.

Sec. 2. That the Town Board of the Town of Bethany hereby waives the certificate fee for members of the Armed Forces of the United States on active duty when the certificate is required by the Veterans Administration or by the division of Veterans' Affairs of the State of New York to be used in determining the eligibility of any person to participate in the benefits made available by the Veterans Administration or by the State of New York.

Sec. 3 That this resolution shall take effect immediately.

Motion **PASSED** with the following Roll Call Vote:

- | | |
|---------------------------|-------------------------|
| Supervisor Hyde – Yes | Councilman Fluker – Yes |
| Councilman Embt – Yes | Councilman Street – Yes |
| Councilwoman Fowler – Yes | |

RESOLUTION #48-2020 BONDING OF TOWN OF BETHANY TAX COLLECTOR

WHEREAS, the Town is required by law to file a bond on the Tax Collector with the County Clerk prior to tax rolls and bills being picked up, and

WHEREAS, the Town is required by law to bond the Tax Collector for the money in the control of the Tax Collector, now

On **MOTION** of Councilman Street, duly seconded by Councilman Fluker,

NOW, THEREFORE, BE IT RESOLVED that the Tax Collector shall have no more than \$500,000.00 in her control at any time, and

BE IT FURTHER RESOLVED that the Tax Collector shall be bonded by the Town in the amount of \$500,000.00.

Resolved and Executed on this 14th day of October 2020.

Motion **PASSED** with the following Roll Call Vote:

- | | |
|---------------------------|-------------------------|
| Supervisor Hyde – Yes | Councilman Fluker – Yes |
| Councilman Embt – Yes | Councilman Street – Yes |
| Councilwoman Fowler – Yes | |

RESOLUTION #49-2020 AUTHORIZE DELINQUENT WATER BILLS TO BE LEVIED AGAINST 2021 TAX WARRANT

WHEREAS, the Town Clerk has received a list of all property owners who owe for water rents in Water District #1 to the Town of Batavia; and

WHEREAS, Section 229-15 (c) of Town Law stipulates that such amounts owing shall be levied against the property to which the service is rendered.

Now on **MOTION** of Councilwoman Fowler, duly seconded by Councilman Embt, be it

RESOLVED, that the attached list in the amount of \$204.80 or as may be amended before final submission to the Genesee County Treasurer, be and is hereby approved for levying against the individuals 2021 tax warrant.

Motion **PASSED** with the following Roll Call Vote:

- | | |
|---------------------------|-------------------------|
| Supervisor Hyde – Yes | Councilman Fluker – Yes |
| Councilman Embt – Yes | Councilman Street – Yes |
| Councilwoman Fowler – Yes | |

RESOLUTION #50-2020 PUBLIC HEARING ON THE SPECTRUM FRANCHISE – SCHEDULING OF

On **MOTION** of Councilman Fluker duly seconded by Councilman Embt, now, be it

RESOLVED, that the Bethany Town Board hereby authorizes and orders that a Public Hearing on the Spectrum Franchise Agreement be conducted at the Bethany Town Hall, 10510 Bethany Center Road, East Bethany, New York, beginning at 7:00 p.m. on Monday, November 9, 2020 at which time and place all interested persons will be heard; and be it further

RESOLVED, that the Town Clerk is hereby authorized and directed to publish such public notice of the subject Public Hearing as required by law.

Motion **PASSED** with the following Roll Call Vote:

- | | |
|---------------------------|-------------------------|
| Supervisor Hyde - Yes | Councilman Fluker - Yes |
| Councilman Embt – Yes | Councilman Street – Yes |
| Councilwoman Fowler - Yes | |

FRANCHISE AGREEMENT

This Franchise Agreement ("Franchise") is between the Town of Bethany, New York, hereinafter referred to as the "Grantor" and Spectrum Northeast, LLC, an indirect subsidiary of CHARTER COMMUNICATIONS, INC., hereinafter referred to as the "Grantee."

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

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

2.2 **Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of *fifteen (15) 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 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 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.

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

B. 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.

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. Grantee shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

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

SECTION 6
Service Availability

6.1 Service Area. Subject to applicable law, the Grantee shall continue to provide Cable Service to all residences within the Franchise Area where 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.

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

6.3 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give 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.

6.4 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify 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. 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, 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.

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").

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 notice of any changes in rates, programming services or Channel positions in accordance with applicable law.

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

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

SECTION 10
Franchise Fee

10.1 **Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to *three percent (3%)* 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 *annual* basis, within forty-five (45) days of the close of each *calendar year* and transmitted by electronic funds transfer to a bank account designated by Grantor. 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.

10.5 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).

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 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.

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 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.

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 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.

15.7 Notices. Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Carl Hyde
 Town Supervisor
 Town of Bethany
 10510 Bethany Center Rd.
 East Bethany, NY 14054
 Email: tob-supervisor@townofbethany.com

Grantee: Mark Meyerhofer
 Sr. Director, Government Affairs
 Charter Communications
 355 Chicago St.
 Buffalo, NY 14204
 Email: mark.meyerhofer@charter.com

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

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

15.8.1 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

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 Bethany

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 #51-2020 REQUEST FOR FUEL BIDS - 2021

WHEREAS, the Superintendent of Highways feels it is in the best interest of the taxpayers of the Town of Bethany to request bids for delivery of fuel (i.e. gasoline, diesel, and propane) for each calendar year, and

WHEREAS, the Superintendent has requested to advertise for such bids,

Now on **MOTION** of Councilwoman Fowler duly seconded by Councilman Street, be it

RESOLVED that the Superintendent of Highways is hereby authorized to advertise for fuel bids for the Town of Bethany for the year 2021, and be it

FURTHER RESOLVED that propane will be bid separately from gasoline and diesel, and be it

FURTHER RESOLVED that bids must be submitted to the Town Clerk or the Superintendent of Highways no later than 12:00 noon on Monday, November 9, 2020 marked “Sealed Bid Propane” or “Sealed Bid Gas & Diesel”, and be it

FURTHER RESOLVED that bids will be opened during the Town Board meeting on Monday, November 9, 2020 at 7:00 p.m.

Motion **PASSED** with the following Roll Call Vote:

Supervisor Hyde - Yes	Councilman Fluker – Yes
Councilwoman Embt – Yes	Councilman Street – Yes
Councilwoman Fowler – Yes	

- Supervisor Hyde asked Highway Superintendent Czworka to check with Genesee County Highway to see if there is a bulk rate or if the Town could piggyback off of the County’s contract for fuel.
- Supervisor Hyde will bring the thought up at the next GAM meeting to see if any other municipalities would be interested in trying to purchase fuel in bulk.

Retirement of CEO/ZEO Thomas Douglas

- CEO/ZEO Tom Douglas has submitted his retirement and must retire from all positions with NYS Retirement at the same time.

On **MOTION** of Supervisor Hyde, duly seconded by Councilwoman Fowler, the resignation is accepted.

RESOLUTION #52-2020 APPOINTING CEO/ZEO THOMAS DOUGLAS

WHEREAS, Thomas Douglas has submitted his New York State Retirement which becomes effective on October 14, 2020, and

WHEREAS, Thomas Douglas has requested a reappointment as CEO/ZEO for the Town of Bethany (this position will no longer build his New York State Retirement), now

On **MOTION** of Councilman Fluker, duly seconded by Councilman Street, be it

RESOLVED that Thomas Douglas is hereby appointed as CEO/ZEO for the Town of Bethany effective October 19, 2020.

Motion **PASSED** with the following Roll Call Vote:

Supervisor Hyde – Yes	Councilman Fluker – Yes
Councilman Embt – Yes	Councilman Street – Yes
Councilwoman Fowler – Yes	

2020 Elections

- There will be in-person voting at the Bethany Community Center on November 3, 2020 from 6:00 am – 9:00 pm.
- A plan for distancing and separate ingress and egress has been made.

Warrant

- The Board approved payment of the bills as follows:

	<u>Prepaid</u>	<u>Total</u>
General Fund	\$ 3,449.10	\$ 7,903.41
Highway Fund	\$ 0.00	\$147,923.95
Trust & Agency	\$ 0.00	\$ 3,996.25
Highway Capital Funds Project	\$ 0.00	\$ 0.00
Fire Protection Fund	\$ 0.00	\$ 0.00
Water Fund	\$ 0.00	\$ 0.00
Justice Fund	\$ 0.00	\$ 0.00

Adjournment

A **MOTION** was made by Councilwoman Fowler, duly seconded by Councilman Embt, to adjourn the meeting at 8:10 p.m. The motion **PASSED** with All In Favor.

BY ORDER OF THE
BETHANY TOWN BOARD
DATED: October 15, 2020

Respectfully Submitted,

Debbie L. Douglas, RMC
Bethany Town Clerk