

A regular meeting of the Board of Trustees for the Village of Delhi was held **Tuesday, March 18, 2025** at 5:30 pm at Village Hall.

The meeting started at 5:44 pm with the Pledge of Allegiance.

Present: Mayor: Jeffrey Gearhart  
Trustees: Jeremy Fitch, Janet Tweed, Ian Lamont and Barbara Sturdevant

Guests: Elizabeth DeFalco, The Reporter, Bill Brown and Cindi Cobbe  
Dan Ayres arrived at 6:05 PM.

Privilege of the floor was granted to Cindi Cobbe who spoke of the fact that the ice has been horrible this year on Delaware Avenue – what can be done? The board spoke to the fact that this has been a horrible winter and they are working to remedy this situation.

Bill Brown of Delaware Engineering was present and reported on the Water Infrastructure Improvement Act (WIIA Funding), Lead Service Line Inventory and WWTP Evaluation.

Bill indicated that they are finalizing the lead service line list and the grant agreement has been signed by the Village.

Bill also indicated that he will be submitting another WIIA grant for our water project – the next round of funding will be in late spring.

Bill also indicated that the Wasterwater Treatment Plant study is underway with Delaware Engineering and Lamont (Mike Harrington). They reached out to DEC and there was a call last week – the SPDES permit is being updated. Bill also spoke about applying through NYS EFC for a planning grant.

The public hearing for the proposed 2025 – 2026 Village of Delhi Budget was opened by Mayor Gearhart at 6:03 PM. There was some minimal conversation regarding the budget but no specific questions from anyone. The public hearing was left open but we moved on with our agenda.

Motion was made by Trustee Fitch to approve the minutes of the February 18, 2025 regular meeting and budget meeting of March 11, 2025. Motion was seconded by Trustee Tweed and passed unanimously.

Motion was made by Trustee Sturdevant to approve Abstract #010 dated March 18, 2025 in the amount of \$155,203.61 with the addition of a voucher to pay Association of Towns \$125 for Daren Evans' registration to attend training for a grand total of \$155,328.61 (General fund \$38,553.36, Water fund \$16,083.79, Sewer fund \$75,494.96, Joint Activity fund \$7.20 and Trust & Agency fund \$25,189.30). Motion was seconded by Trustee Fitch and passed unanimously.

Motion was made by Trustee Fitch to accept the Police Report dated February 2025, Street Report dated March 2025, Water Report dated 3/13/2025, Sewer Report dated March 13, 2025, Code Enforcement Report 2/12/2025 – 3/11/2025, Treasurers report dated February 2025, and Clerk Report dated March 18, 2025. Motion was seconded by Trustee Sturdevant and passed unanimously.

Trustee Fitch reported for the **Police Committee**

Trustee Fitch updated the board that there was \$6,905.34 remaining in the \$50,000 DCJS grant awarded in 2024. Chief Mills is looking to purchase 2 laptops (1 for Code Enforcement and 1 for the police training) as well as a microcomputer to help viewing footage from the cameras on our village streets and portable radios to complete the grant funds being spent.

Dan Ayres was granted privilege of the floor – Dan wanted to thank the Village on behalf of himself and Sheila for their support of Beautification over the years. He advised that Janet Tweed will be the Chair of the Beautification and Barbara Sturdevant will be the Treasurer for the Beautification.

Mayor Gearhart also thanked Dan and Sheila for their years of service to the Village of Delhi on the Beautification Committee.

Mayor Gearhart reported for the **Public Works Committee**.

Mayor Gearhart wanted to inform the board that fuel oil or kerosene was detected at the Sewer plant and he was made aware of it this morning. The incident actual was discovered Sunday (3/16/2025). Chief Mills and Detective Croizer contacted DEC. DEC was in Delhi today. Jay Decker popped manhole covers to see if they could find the source of the smell at the Sewer plant. They isolated the area to the vicinity of Elm & Kingston Street but cannot be sure where the source that got into the Sewer system.

The board had discussion regarding the “Snow Emergency” that reads as follows:

**“§276- Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**SNOW EMERGENCY**

A condition caused by snow, sleet or ice accumulation that creates or is likely to create dangerous driving or walking conditions, placing residents and others at risk of injury, and which might be relieved to some extent by regulating the parking of motor vehicles so as to allow plowing, salting and snow removal.

**§276- Declaration of snow emergency; duration; assessment.**

**A.**

A declaration of a snow emergency in the Village of Delhi can be made after snow, sleet and/or ice accumulates within the Village to a depth of **six inches or more (this could be three inches, 21/2 inches or whatever the Village deems appropriate)**, as determined by the Superintendent of Public Works. The Superintendent of Public Works, or his representative, upon approval of the Mayor, shall notify the Delhi Police Department, local media and post notice at the locations approved at the annual meeting that a snow emergency is in effect. Notice of snow emergency will also be posted on the Village of Delhi’s website at <https://villageofdelhi.com/>.

**B.**

No person shall park any motor vehicles on any Village of Delhi street during a snow emergency. **(the village can designate which streets are subject to the snow emergency parking regulations or can designate all streets to be subject to the snow emergency parking regulations whichever is most appropriate. Alternatively, the Village can do something similar to an even/odd side of the street regulation if alternative parking is a problem on certain streets. Example No vehicle shall be parked on the even side of the street during a snow emergency from 12am – 6am and no vehicle shall be parked on the odd side of the street from 6am -12 am. They can also name the street here in the local law if not all streets or choose to do so at each annual meeting which allows for more flexibility each year. The village should consider adding the snow emergency parking regulations and designated streets to their website for easier location by residents of the information.)**

**C.**

Upon declaration of a snow emergency, the snow emergency shall remain in effect for 48 hours or until such time as appropriate notice is given by the Superintendent of Public Works, or his representative, to the Delhi Police Department, local media and notice is posted at the locations approved at the annual meeting that the snow emergency is no longer in effect. If, at any time, the accumulation of snow reaches a level of six inches or more after the hours of 11:00 p.m. and prior to 7:00 a.m. the following morning, the provisions of this article shall not be enforced until after the hour of 7:00 a.m.

**D.**

During a snow emergency, the Superintendent of Public Works shall assess the Village's roads and the appropriate action to be taken to best clear the roads to ensure public safety.

**E.**

If a vehicle is left or abandoned on a street during a snow emergency, such vehicle shall be subject to towing by the Village. Once the towing company arrives at the scene of the tow, the vehicle will be removed by tow and stored at a facility controlled by the towing company. Tow and storage charges shall be the responsibility of the registered owner of the vehicle and not the Village of Delhi.

**§ 276- Enforcement.**

The Village of Delhi Superintendent of Public Works is hereby authorized and directed to take the actions necessary to enforce the provisions of this article. No person shall park on any Village of Delhi street during a snow emergency. Such actions may include the towing of vehicles, trailers or other obstacles that are in violation of this article.

**§ 276- Permanent signs.**

Permanent signs designating snow removal emergency parking restrictions shall be posted at the entrance to all Village of Delhi jurisdiction limits. These restrictions shall be in effect from November 15 through April 15."

The board felt that the Snow Emergency article should be discussed at the public workshop along with the 5 recommendations made by the Zoning Revision Committee.

Mayor Gearhart indicated to the board that Daren Evans is looking to purchase a Graco LineLazer ES 500 at a cost of \$6,120 to make the job of painting lines in the village easier.

Motion was made by Trustee Tweed to approve purchase of LineLazer ES500 per Sherwin-Williams quote #7738616 in the amount of \$6,120. Motion was seconded by Trustee Sturdevant and passed unanimously.

Mayor Gearhart indicated that Daren Evans is asking for ability to junk the 2010 Ford Street vehicle as it is not worth putting up for auction as it is not running.

Motion was made by Trustee Fitch to surplus the 2010 Ford Street vehicle and authorize Street Department to trailer to Oneonta for scrap. Motion was seconded by Trustee Tweed and passed unanimously.

Motion was made by Trustee Fitch to close the public hearing for 2025 – 2026 Village Budget. Motion was seconded by Trustee Sturdevant and passed unanimously. Public hearing was closed at 6:43 PM.

The board clarified that the \$55,000 budgeted under Garage Building R&M (A5132.420) was not for the roof at the garage but for drainage at the garage.

Motion was made by Trustee Sturdevant to open the public hearing for the Spectrum Northeast, LLC Franchise Agreement. Motion was seconded by Trustee Lamont and passed unanimously. Public hearing opened at 6:46 PM.

The Spectrum Northeast, LLC Franchise Agreement reads as follows:

**“FRANCHISE AGREEMENT**

**This Franchise Agreement (“Franchise”)** is between the Village of Delhi, 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:*

**1.**

**Definition of Terms**

- 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.

## 2.

### **Grant of Franchise**

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. **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.
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.
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.
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.

## 3.

### **Franchise Renewal**

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.

## 4.

### **Indemnification and Insurance**

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.

**2. Insurance.**

The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned 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.

**5.**

**Service Obligations**

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.

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).

**6.**

**Service Availability**

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.

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

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.

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.

**7.**

**Construction and Technical Standards**

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.
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.
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.
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.

**8.**

**Conditions on Street Occupancy**

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.
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.
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.
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.

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.
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.
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. **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.
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.
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").

**9.**

**Service and Rates**

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.
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.
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.
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.

**10.**

**Franchise Fee**

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.

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.
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.
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.
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).

## 11.

### **Transfer of Franchise**

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.

## 12.

### **Records**

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.

## 13.

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

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.

14.

#### **Enforcement or Revocation**

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").
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.
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.
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.
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.

**Miscellaneous Provisions**

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.
  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.
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.
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.
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.
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.
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.

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:	Jeffrey Gearhart Mayor 9 Court Street Delhi, NY 13753
Email:	clerk@villageofdelhi.com
Grantee:	Sam Parker Director, Government Affairs Charter Communications 20 Century Hill Drive Latham, NY 12110
Email:	Samuel.Parker@charter.com
Copy to:	Charter Communications Attn: Vice President, Government Affairs 601 Massachusetts Ave NW, Suite 400W Washington, DC 20001

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.

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.

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.

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.

11. **Administration of Franchise.** The Mayor, or such other person as may be designated and supervised by the Mayor, 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.

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.

**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.

**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\_\_\_\_.

Mayor Jeffrey Gearhart

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:\_\_\_\_\_“

The public hearing for the Spectrum Northeast, LLC Franchise Agreement was left open but we moved on with our agenda.

Trustee Sturdevant indicated reported for the **Joint Services Committee**

Dog Warden – Chris Bodo – Trustee Fitch indicated that during his conversation with Chris Bodo the problem seems to be that he can enforce the Ag regulations but not village codes as he is not an employee of the Village of Delhi. Mayor Gearhart will investigate this further and bring this issue back to the board.

Mayor Gearhart had shared with the board that we received \$171.96 of revenue from RentFun for kayak rentals for Fall 2024 until they were winterized for the season.

Trustee Fitch mentioned to the board that we need to schedule fireworks for Fair on the Square to get on the calendar – 1<sup>st</sup> Friday in July is 7/4/2025 and we would pay more for that date. It was decided we should schedule for 7/11/2025 and raindate of 7/18/2025.

Motion was made by Trustee Fitch to schedule fireworks with the firework company for 7/11/2025 and a raindate of 7/18/2025. Motion was seconded by Trustee Tweed and passed unanimously.

Trustee Fitch will contact the firework company to schedule our dates.

Mayor Gearhart reported for the **Codes, Building & Planning Committee.**

Bishop building – update – Josh Morgan, Village Code Officer called Ben Decker to get an update on the Bishop building – contractor is tearing off the back of the building and rebuilding – window and stairs also need to be addressed. Josh indicated that the inside of the building is stable.

Mayor Gearhart also indicated that Dunkin has started the process with Planning Board and they have a public hearing scheduled for 4/1/2025.

Motion was made by Trustee Fitch to close the public hearing for the Spectrum Northeast, LLC Franchise Agreement.

Mayor Gearhart indicated that he had received an email from Courtney Heinel @ Roemer after she reviewed this franchise agreement. She has given recommendations but they were received this afternoon and the board hasn't yet reviewed or discussed her recommendations.

Motion was made by Trustee Fitch to table the vote for the Spectrum Northeast, LLC Franchise Agreement until the board has time to review the recommendations from our Village attorney. Motion was seconded by Trustee Lamont and passed unanimously.

Trustee Sturdevant reported for the **Finance Committee**

Motion was made by Trustee Sturdevant to adopt the 2025 – 2026 Village of Delhi Budget as proposed with a property tax increase of 2% and 5% increase to Water, Sewer and CAP rates effective 6/1/2025. Motion was seconded by Trustee Fitch and passed unanimously.

Mayor Gearhart indicated that we received one quote for 2025 Lawn Bid for our parks – quote was from N & M Property Maintenance, LLC and is as follows:

DESCRIPTION	QTY	RATE	TOTAL
Hoyt Park: weekly mowing and trimming in needed Areas, pick up trash as needed. Price per time	1	\$ 70.00	\$ 70.00
Bridgewater Park: weekly mowing and trimming as Needed are. Price per time	1	\$ 50.00	\$ 50.00
Reservoir Park: weekly mowing and trimming in Needed areas. Price per time	1	\$ 55.00	\$ 55.00
Hourly Rate for brushhog and operator	1	\$120.00	\$120.00
Spring Clean up at all three parks, clean, winter debris/ Trash. Price per one time service in the Spring	1	\$350.00	\$350.00
Mowing/Trimming Walkway: as needed	1	\$ 50.00	\$ 50.00
Sheldon Park: weekly mowing and trimming in needed areas. Price per time	1	\$ 65.00	\$ 65.00

Motion was made by Trustee Lamont to accept the lawn mowing bid from N & M Property Maintenance, LLC as given. Motion was seconded by Trustee Tweed and passed unanimously.

## **OLD BUSINESS**

Zoning Review Board – 5 items were given to the Village board for discussion at a public workshop.

Mayor Gearhart indicated that Sean Clark is still pursuing housing / developer for the quarry on Delaware Avenue.

Motion was made by Trustee Sturdevant to schedule a public workshop for discussion of the 5 items / recommendations that were given to the Village Board from the Zoning Revision Board as well as the Snow Emergency item identified this evening on 4/7/2025 at 6:15 PM. Motion was seconded by Trustee Lamont and passed unanimously.

IPAWS (Integrated Public Alert and Warning System) – Mayor Gearhart indicated that we are almost set – we need an app and then next step is an interview.

Frontend Loader – Mayor Gearhart indicated that Daren Evans has listed this on the auction site with a minimum bid of \$115,000 – auction will close next week and we will see what happens.

No Mow May – after some discussion by the board, it was decided that there is nothing we need to do – residents need to follow the current code – Code Enforcement is looking to update the code but that will be down the road.

Fee Schedule Changes – the proposed Building Fee schedule as follows:

	CURRENT	PROPOSED
8. Roofing	\$35 minimum - \$0.10 per square foot	\$0.05 per sq ft (\$35 minimum)
10. Commercial Fee	.25% of the total project	.025% of the total project (\$150 min)
24. Floodplain permit	n/a	\$100.00
PLANNING BOARD		
Zoning – Site Plan Review	\$50.00 per application	\$75.00 per application

Motion was made by Trustee Fitch to accept Building Fee Schedule and Village of Delhi Planning Board Fee Schedule as proposed. Motion was seconded by Trustee Sturdevant and passed unanimously.

## **NEW BUSINESS**

Appointment of Emily Helck to Zoning Revision Committee –

Motion was made by Trustee Lamont to appoint Emily Helck to the Zoning Revision Committee. Motion was seconded by Trustee Fitch and passed unanimously.

Climate Smart Communities – Trustee Tweed indicated that she has talked to Ashley. Mayor Gearhart indicated that he has a meeting with KZ tomorrow.

Delhi Kite Flying Festival – Nathan Goedel - Mayor Gearhart indicated that he has spoken several time to Nathan. It looks like next year will be a 2 day event. Festival this year will be a 6 hour event. Benefactors of the event this year will be Delaware County food bank and St. Jude's.

College Community Cleanup Day – April 19, 2025 – Mayor Gearhart indicated that he is looking for suggestions for cleanup projects. Mayor has spoken to Daren Evans requesting ideas of projects for the college community cleanup day.

Mayor Gearhart indicated he will be talking with Sean Leddy Thursday (3/20/2025) regarding a pavillon at Reservoir Park.

Approval for Water Quality Control Grant (O'Connor Matching) – Mayor Gearhart indicated this would be a 50% / 50% matching grant.

Motion was made by Trustee Fitch to approve submitting the Water Quality Control grant to O'Connor requesting \$4,900. Motion was seconded by Trustee Lamont and passed unanimously.

Mayor Gearhart provided information to the board for Apptegy from a Zoom meeting he had – start up cost would be \$5,000 and there would be an annual maintenance fee.

The board felt we did not have funding to entertain this at this time.

Mayor Gearhart notified the board that NYCLASS is merging with NYLAF – the board seemed aware and didn't have a concern with this.

### **Mayor's Report**

Delaware County Council of Mayors last meeting was 3/12/2025 – next meeting is 4/9/2025.

Mayor Gearhart indicated that we had Molly Oliver from Friends of the Upper Delaware River at our meeting in March.

Cindi Cobbe commented that Hoyt Park is a beautiful park.

### **EXECUTIVE SESSION**

Motion was made by Trustee Fitch to enter executive session for the purpose of discussing employment history of a particular person and contract negotiations (PBA). Motion was seconded by Trustee Lamont and executive session started at 8:19 pm.

Motion was made by Trustee Fitch to exit executive session. Motion was seconded by Trustee Lamont and the board went back to open session at 9:05 pm.

Motion was made by Trustee Fitch to approve hire of Elinor Hood as PT Police Officer effective 4/1/2025 at a rate of \$23/hour. Motion was seconded by Trustee Tweed and passed unanimously.

Motion was made by Trustee Tweed to approve Detective Croizer request to hold 33 hours of vacation time remaining for a time not to exceed 90 calendar days. Motion was seconded by Trustee Lamont and passed unanimously.

Motion was made by Trustee Fitch to adjourn. Motion was seconded by Trustee Lamont and passed unanimously.

Meeting adjourned at 9:39 pm.

Respectfully submitted,

Kimberly Cairns  
Village Treasurer