



Laura Elsbree, Town Supervisor
3600 Lorraine Drive
Walworth, NY 14568

315.986.1400
315.926.9154
Fax 315.986.1440

**TOWN BOARD REGULAR MEETING – AGENDA
APRIL 16, 2026 6:30PM**

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

MINUTES

March 19, 2026 – Regular Meeting

PRESENTATIONS

Genessee Land Trust

REPORTS OF COMMITTEES (LIAISON/ELECTED OFFICIAL REPORTS)

**Town Clerk Monthly Report – February 2026
Supervisors Monthly Report – January 2026
Receiver of Taxes Monthly Report – February 2026**

RESOLUTIONS:

RESOLUTION -26 APPROVING “PURCHASE OF DEVELOPMENT RIGHTS AGREEMENT AND SALES CONTRACT” BETWEEN THE GENESEE LAND TRUST, INC., THE TOWN OF WALWORTH, AND TERRY WESTFALL FOR LANDS COMPRISING APPROXIMATELY 240 ACRES AT OR ABOUT WALWORTH-ONTARIO RD.

RESOLUTION - 26 ABSTRACT OF CLAIMS APPROVAL DATED APRIL 2, 2026

RESOLUTION -26 TO AUTHORIZE TOWN SUPERVISOR TO SIGN WITH QUADIENT LEASING USA FOR THE LEASE OF POSTAGE METER MACHINE

RESOLUTION -26 TO ACKNOWLEDGE THE APPOINTMENT OF ANDREA COLOCILLO TO THE SECOND DEPUTY CLERK POSITION IN THE TOWN CLERK’S OFFICE, EFFECTIVE APRIL 6, 2026

RESOLUTION -26 AUTHORIZE THE TOWN SUPERVISOR TO RENEW THE 2026 PREVENTATIVE MAINTENANCE SERVICE AGREEMENT WITH VAN HOOK SERVICE CO., INC. FOR THE TOWN HALL, GINEGAW LODGE, AND 3451 ONTARIO CENTER RD.

RESOLUTION -26 AUTHORIZE THE HIRE AND SET SALARY FOR TWO (2) SEASONAL PARK GROUNDSKEEPERS

RESOLUTION -26 ACCEPT THE RESIGNATION OF ERIC ROBERTS AS MOTOR EQUIPMENT OPERATOR EFFECTIVE APRIL 3, 2026

RESOLUTION -26 AUTHORIZATION TO FILL THE POSITION OF MOTOR EQUIPMENT OPERATOR WITHIN THE HIGHWAY DEPARTMENT

RESOLUTION -26 TO SET A PUBLIC HEARING FOR THE APPROVAL OF A CABLE TELEVISION AGREEMENT BETWEEN SPECTRUM NORTHEAST, LLC AND THE TOWN OF WALWORTH

COMMUNICATION:

- **Building Department Monthly Report – February 2026**
- **Highway Department Monthly Report – March 2026**
- **Parks and Facilities Monthly Report – March 2026**
- **Letter of Resignation**
- **Letter from Charter Communications**
- **Franchise Agreement – Charter Communications**

NEW AND OTHER BUSINESS

PUBLIC PARTICIPATION

EXECUTIVE SESSION

ADJOURNMENT

ANY OTHER BUSINESS THAT MAY COME BEFORE THE BOARD

TOWN CLERK'S MONTHLY REPORT

TOWN OF WALWORTH, NEW YORK

FEBRUARY, 2026

TO THE SUPERVISOR:

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Pursuant to Section 27, Subd 1 of the Town Law, I hereby make the following statement of all fees and moneys received by me in connection with my office during the month stated above, excepting only such fees and moneys the application and payment of which are otherwise provided for by Law:

A1255			
	<u>2</u>	DECALS	<u>5.48</u>
	<u>1</u>	MISCELLANEOUS	<u>25.00</u>
	<u>1</u>	B/D/M RECORDS SEARCH	<u>50.00</u>
		TOTAL TOWN CLERK FEES	80.48
A1689			
	<u>2</u>	PERC/NEW/SEPTIC REPAIR	<u>200.00</u>
		TOTAL A1689	200.00
A2001			
	<u>8</u>	RECREATION	<u>1,965.00</u>
		TOTAL A2001	1,965.00
A20890			
	<u>2</u>	FARMER'S MARKET	<u>150.00</u>
		TOTAL A20890	150.00
A2115			
	<u>1</u>	PB REVIEW FEES/OTHER	<u>150.00</u>
		TOTAL A2115	150.00
A2544			
	<u>77</u>	DOG LICENSES	<u>798.00</u>
		TOTAL A2544	798.00
A2555			
	<u>10</u>	BUILDING PERMITS	<u>1,575.00</u>
		TOTAL A2555	1,575.00
CM2025			
	<u>4</u>	FACILITY RENTALS	<u>910.00</u>
		TOTAL CM2025	910.00
TA301			
	<u>7</u>	ESCROW - BLDG PERMITS	<u>1,100.00</u>
		TOTAL TA301	1,100.00

TOWN CLERK'S MONTHLY REPORT

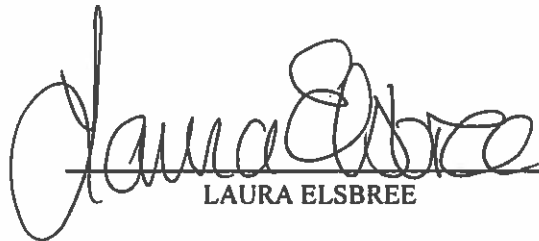
FEBRUARY, 2026

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DISBURSEMENTS

PAID TO SUPERVISOR FOR GENERAL FUND	4,913.00 ✓
DECALS SEPARATE MONTHLY REPORT	5.48 ✓
PAID TO SUPERVISOR FOR BUILDING PERMIT ESCROWS	1,100.00 ✓
PAID TO SUPERVISOR FOR CEMETERY/PARK EXPENDABLE	910.00 ✓
DECALS SEPARATE MONTHLY REPORT- EFT	111.52
PAID TO NYS ANIMAL POPULATION CONTROL PROGRAM	107.00 ✓
TOTAL DISBURSEMENTS	7,147.00

MARCH 20, 2026



LAURA ELSBREE

, SUPERVISOR

STATE OF NEW YORK, COUNTY OF WAYNE, TOWN OF WALWORTH

I, Nadine Seppeler, being duly sworn, says that I am the Clerk of the TOWN OF WALWORTH that the foregoing is a full and true statement of all Fees and moneys received by me during the month above stated, excepting only such Fees the application and payment of which are otherwise provided for by law

Subscribed and sworn to before me this

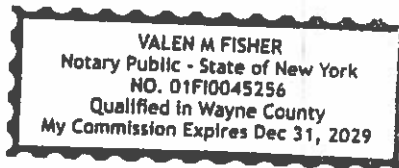


Nadine Seppeler
Town Clerk

20 day of March 2026



Valen M Fisher
Notary Public



Town of Walworth
Bank Reconciliation
January 2026

	GENERAL LEDGER				BANK ACCOUNTS					
	12/31/2025	DEBITS	CREDITS	1/31/2026	Consolidated Checking #6843	Combined Savings #6918	TA Checking #6851	Sewer Money Market #7297	Trust Custodial #4769	NYCLASS #1509
AA.00.0200.000	636,853.54	14,659.68	196,342.74	455,170.48	455,170.48					
AA.00.0201.000	1,556,063.36	4,759.32	-	1,560,822.68						1,560,822.68
AA.00.0201.003	84,926.98	259.75	-	85,186.73						85,186.73
AA.00.0231.080	58,002.22	177.41	-	58,179.63						58,179.63
AA.00.0231.081	4,090.15	12.47	-	4,102.62						4,102.62
AA.00.0231.082	25,477.48	77.92	-	25,555.40						25,555.40
AA.00.0231.083	3,574.72	10.90	-	3,585.62						3,585.62
AA.00.0231.084	2,899.78	8.90	-	2,908.68						2,908.68
AA.00.0231.085	75,992.09	232.43	-	76,224.52						76,224.52
AA.00.0231.086	145,478.48	444.94	-	145,923.42						145,923.42
AA.00.0231.087	31,732.28	97.06	-	31,829.34						31,829.34
AA.00.0231.088	72,596.29	222.02	-	72,818.31						72,818.31
AA.00.0231.089	291,571.13	891.80	-	292,462.93						292,462.93
AA.00.0231.090	2,259.41	6.88	-	2,266.29						2,266.29
AA.00.0231.091	11,544.38	35.32	-	11,579.70						11,579.70
CM.01.0200.000	156,399.11	7,085.00	2,568.00	160,916.11	160,916.11					
CM.06.0200.000										
DA.00.0200.000	290,522.17	52,455.96	174,715.55	168,262.58	168,262.58					
DA.00.0201.000	916,120.96	2,802.03	-	918,922.99						918,922.99
DA.00.0231.081	7,510.50	22.97	-	7,533.47						7,533.47
DA.00.0231.082	727,778.38	2,225.95	-	730,004.33						730,004.33
DA.00.0231.083	11,544.38	35.32	-	11,579.70						11,579.70
HH.01.0200.000	156,228.36	-	-	156,228.36	156,228.36					
MS.00.0200.000	98.99	-	-	98.99	98.99					
MS.00.0201.001	2,677.27	8.19	-	2,685.46		2,685.46				
SD.01.0200.000	157,093.31	-	-	157,093.31	157,093.31					
SD.02.0200.000	5,119.73	-	-	5,119.73	5,119.73					
SD.02.0231.080	7,668.32	23.45	-	7,691.77						7,691.77
SF.02.0200.000	1,974.00	-	-	1,974.00	1,974.00					
SF.02.0201.000	4,244.55	13.00	-	4,257.55						4,257.55
SF.03.0200.000	222.00	-	-	222.00	222.00					
SF.03.0201.000	14,964.91	45.76	-	15,010.67						15,010.67
SL.01.0200.000	25,858.53	-	511.52	25,347.01	25,347.01					
SL.02.0200.000	2,875.21	-	917.13	1,958.08	1,958.08					
SL.03.0200.000	10,857.77	-	3,340.87	7,516.90	7,516.90					
SL.04.0200.000	181.70	-	20.64	161.06	161.06					
SL.04.0231.080	5,383.15	16.46	-	5,399.61						5,399.61
SL.05.0200.000	4,255.54	-	212.19	4,043.35	4,043.35					
SL.06.0200.000	2,000.00	-	-	2,000.00	2,000.00					
SM.01.0200.000	20,606.39	-	1,667.42	18,938.97	18,938.97					
SM.01.0201.000	21,387.11	65.40	-	21,452.51						21,452.51
SM.02.0200.000	1,000.00	-	-	1,000.00	1,000.00					
SM.02.0201.000	562.57	1.80	-	564.37						564.37

Town of Walworth
Bank Reconciliation
January 2026

GENERAL LEDGER

	12/31/2025	DEBITS	CREDITS	1/31/2026
SP.01.0200.000 CONSOLIDATED CHECKING	3,792.32	-	2,170.42	1,621.90
SS.00.0200.000 CONSOLIDATED CHECKING	619,859.09	850.00	57,374.53	569,334.56
SS.00.0201.000 CASH IN SAVINGS - NYCLASS	626,491.26	1,916.16	-	628,407.42
SS.00.0201.001 CASH - LNB MONEY MARKET	630,507.06	1,927.80	-	632,434.86
SS.00.0201.003 REGIONAL WMTF REFUND - NYCLASS	680,002.97	2,079.83	-	682,082.80
SS.00.0231.081 SEWER DIST BUILDING RESERVE	231,527.57	708.13	-	232,235.70
SS.00.0231.082 SEWER EQ RESERVE SAVINGS	146,757.74	448.87	-	147,206.61
SS.00.0231.083 SEWER CAPITAL RESERVE	130,826.15	400.14	-	131,226.29
SW.01.0201.000 CASH IN SAVINGS - NYCLASS	35,688.45	109.19	-	35,797.64
SW.01.0231.081 SPECIAL RESERVE, WATER STORAGE TANK	2,648.14	8.08	-	2,656.22
SW.19.0200.000 CONSOLIDATED CHECKING	-	-	-	-
SW.19.0201.000 CASH IN SAVINGS - NYCLASS	-	-	-	-
SW.20.0200.000 CONSOLIDATED CHECKING	0.10	-	-	0.10
SW.20.0201.000 CASH IN SAVINGS - NYCLASS	-	-	-	-
TA.00.0200.000 CASH - CHECKING	11,754.56	164,832.19	188,302.56	(11,715.81)
TC.00.0200.000 CASH - CHECKING	192,281.26	4,932.00	20,219.77	176,993.49
VV.00.0231.080 ARBOR/TUNMONDS RESERVE SAVINGS	4,070.56	12.43	-	4,082.99
VV.00.0231.081 LIN/SWAD RESERVE SAVINGS	6,870.02	21.02	-	6,891.04
	8,881,274.45	264,943.93	648,363.34	8,497,855.04

BANK ACCOUNTS

Consolidated	TA	Sewer	Trust	NYCLASS
Checking #6843	Checking #6851	Money Market #7297	Custodial #4769	#1509
1,621.90				
563,334.56		632,434.86		628,407.42
				682,082.80
				232,235.70
				147,206.61
				131,226.29
				35,797.64
				2,656.22
0.10	(11,715.81)		176,993.49	4,082.99
				6,891.04
1,731,007.49	2,685.46	632,434.86	176,993.49	5,966,449.55

2,038,569.39	2,685.46	13,616.96	632,434.86	198,338.26	5,966,449.55
(22,549.76)		22,549.76			
(285,012.14)		(47,862.53)		(21,344.77)	
1,731,007.49	2,685.46	(11,715.81)	632,434.86	176,993.49	5,966,449.55
		(0.00)			

BANK STATEMENT BALANCES

DEPOSITS IN TRANSIT

TRANSFERS IN TRANSIT - January Payrolls

OUTSTANDING CHECKS (Operating Checks)

Identified Difference

CALCULATED BALANCE ON GENERAL LEDGER

DIFFERENCE

8,852,094.48					
-					
(354,239.44)					
8,497,855.04					

Pursuant to Section 125 of the Town Law, I hereby render the following detailed statement of all moneys received and disbursed by me during the month of:

1/31/2026

Jama Elbroce
Supervisors Signature

Analysis of Collections
by transactionDate

3/3/26

Page 1 of 1

Date	Qty	Taxes collected	Interest paid	Penalty paid	Daily total collected	Total overall collections
2/2/26	1,019	2,802,926.20	0.00	0.00	2,802,926.20	2,802,926.20
2/3/26	2	5,838.43	0.00	0.00	5,838.43	2,808,764.63
2/4/26	479	1,279,855.54	0.00	0.00	1,279,855.54	4,088,620.17
2/5/26	142	419,971.54	359.63	0.00	420,331.17	4,508,951.34
2/6/26	280	758,118.54	131.75	0.00	758,250.29	5,267,201.63
2/9/26	24	73,629.74	258.53	0.00	73,888.27	5,341,089.90
2/10/26	2	7,163.53	22.18	0.00	7,185.71	5,348,275.61
2/13/26	9	20,608.86	178.24	0.00	20,787.10	5,369,062.71
2/18/26	18	36,772.90	327.29	0.00	37,100.19	5,406,162.90
2/19/26	4	6,774.08	67.74	0.00	6,841.82	5,413,004.72
2/20/26	8	27,533.80	275.34	0.00	27,809.14	5,440,813.86
2/23/26	12	19,895.57	198.96	0.00	20,094.53	5,460,908.39
2/25/26	12	16,849.24	168.49	0.00	17,017.73	5,477,926.12
2/27/26	21	52,146.00	509.75	0.00	52,655.75	5,530,581.87
02.26	2,032	5,528,083.97	2,497.90	0.00	5,530,581.87	5,530,581.87
Totals:	2,032	5,528,083.97	2,497.90	0.00	5,530,581.87	5,530,581.87

RESOLUTION -26 APPROVING “PURCHASE OF DEVELOPMENT RIGHTS AGREEMENT AND SALES CONTRACT” BETWEEN THE GENESEE LAND TRUST, INC., THE TOWN OF WALWORTH, AND TERRY WESTFALL FOR LANDS COMPRISING APPROXIMATELY 240 ACRES AT OR ABOUT WALWORTH-ONTARIO RD.

Council offered the following Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, Terry Westfall (“Grantor”) has offered to grant Conservation Easements (the “Conservation Easements”) to the Town of Walworth (the “Town”) and the Genesee Land Trust, Inc. (the “Land Trust”) on lands (the “Land”) consisting of approximately 240 total acres in the Town of Walworth, in return for payment of **\$635,325.00** (the “Purchase Price”) to be paid fully out of NYS grant proceeds as described herein, in order, in sum and substance, to preserve the use of the Land for agricultural purposes; and

WHEREAS, a proposed Purchase and Sale Agreement (the “Agreement”), by which the Town and the Land Trust would acquire **3 Conservation Easements** in return for the Purchase Price, and the Land Trust would monitor the Conservation Easements, has been presented to the Town Board; and

WHEREAS, on or about July 6, 2023, the Walworth Town Board authorized the GLT to pursue a grant relative to such preservation efforts; and

WHEREAS, in order to pay the Purchase Price and other expenses associated with this transaction, the Town and the Land Trust have obtained a commitment in the form of the New York State Department of Agriculture and Market Farm Protection Implementation Grant (hereafter the “Grant”), and the Purchase Price will be paid in full via the proceeds of said Grant; and

WHEREAS, the project is a Type II pursuant to the State Environmental Quality Review Act and is thus not subject to review thereunder.

NOW THEREFORE IT IS RESOLVED that the Agreement, and the associated form proposed

Conservation Easements, are hereby approved, and, the Supervisor is authorized to execute the same, but with execution of the Conservation Easements being subject to and conditioned upon the terms (including contingencies) of the Agreement and the finalization of the same (e.g., the purchase price amount), including subject to attorney review, and the Town Board accepts the Grant on behalf of the Town, and authorizes execution of such other documentation as may be necessary to acquire the Conservation Easements in the Land.

Adopted this 2nd day of April, 2026 at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
 Councilman Jeffers
 Councilman Botsford
 Councilman Kelly
 Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 ABSTRACT OF CLAIMS FOR TOWN BOARD APPROVAL
DATED APRIL 2, 2026

Council offered the Resolution and moved its adoption. Seconded by Council to wit:

Voucher numbers 2296 – 2322

Are audited and approved for payment by the Town Board.

Abstract of audited vouchers is on file in the Town Clerk's office.

Adopted this 2nd day of March 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed

RESOLUTION -26 TO AUTHORIZE TOWN SUPERVISOR TO SIGN WITH QUADIENT LEASING USA FOR THE LEASE OF POSTAGE METER MACHINE

Council offered the following Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, the current lease and maintenance fee for the postage meter machine for use at the Walworth Town Hall is about to expire and would like to continue to contract with Quadient Leasing USA; and

WHEREAS the Clerk to the Supervisor did solicit 3 quotes for the work per the procurement policy, as follows:

Quadient/Lineage (incl maintenance)	\$13677.93	63mos
Pitney Bowes (incl maintenance)	\$10316.40	60mos
Business.com	Did not respond to quote request	

WHEREAS, a quote was obtained for renewal of the lease and maintenance with Quadient Leasing USA in the amount of \$217.11 per month for a term of 63 months; and

WHEREAS funds are available in AA.00.1670.401 for the current 2026 budget and the Town has been satisfied with the services provided;

THEREFORE, BE IT RESOLVED that the Town Supervisor is hereby authorized to sign the lease with Quadient Leasing USA for a postage meter machine with a cost of \$217.11 per month for a term of 63 months.

Adopted this 2nd day of April, 2026 at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 TO ACKNOWLEDGE THE APPOINTMENT OF ANDREA COLOCILLO TO THE SECOND DEPUTY CLERK POSITION IN THE TOWN CLERK'S OFFICE, EFFECTIVE APRIL 6, 2026

Council moved the following Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, the Town Clerk's office has a need for a part time clerk; and

WHEREAS, the Town Clerk has budgeted for a part time clerk in the 2026 budget; and

NOW, THEREFORE BE IT RESOLVED that Mrs. Andrea Colocillo is hired as part time clerk, on condition that the employee passes Alcohol and Drug screening as required by Town Policy, with a rate of \$17.94 per hour effective April 6, 2026.

Adopted this 2nd day of April, 2026 at the meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 AUTHORIZE THE TOWN SUPERVISOR TO RENEW THE 2026 PREVENTATIVE MAINTENANCE SERVICE AGREEMENT WITH VAN HOOK SERVICE CO., INC. FOR THE TOWN HALL, GINEGAW LODGE, AND 3451 ONTARIO CENTER RD.

Council offered the following Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, the Town's HVAC systems are currently serviced by Van Hook, and

WHEREAS, recurring service agreements are renewed by the Supervisor, and

WHEREAS, the service agreement renewal was received in the amount of \$5,135.00, and

WHEREAS, this is a budget item.

NOW, THEREFORE, BE IT RESOLVED the Town Supervisor is authorized to renew the 2026 preventative maintenance service agreement with Van Hook Service Co., Inc. for the Town Hall, Ginegaw Lodge, and 3451 Ontario Center Rd.'s HVAC systems.

Adopted this 2nd day of April, 2026 at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 AUTHORIZE THE HIRE AND SET SALARY FOR TWO (2) SEASONAL PARK GROUNDSKEEPERS

Council offered the following Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, annually the Town Board will hire and set the salary for seasonal employees; and

WHEREAS, the following rates were established by the 2026 budget and consistent increase from year to year as Collective Bargaining Employees’ Wages:

EMPLOYEE	POSITION	HOURS	WAGE
DAVE BARMASTER	SEASONAL PARKS GROUNDSKEEPER	40 HOURS / WEEK MAXIMUM – TOTAL 1280 HOURS	\$19.57
DAVE BARMASTER	SEASONAL PARKS GROUNDSKEEPER	LIGHT THE NIGHT	\$19.57
MARK KRITALL	SEASONAL PARKS GROUNDSKEEPER	40 HOURS / WEEK MAXIMUM – TOTAL 1280	\$19.57
MARK KRITALL	SEASONAL PARKS GROUNDSKEEPER	LIGHT THE NIGHT	\$19.57

WHEREAS, the calendar for seasonal employees is set through December 5, 2026, dependent on if budget has funding available.

NOW, THEREFORE, BE IT RESOLVED the hiring and the salaries of the two seasonal park laborers are authorized and set as presented, contingent on pre-hire drug and alcohol testing.

Adopted this 2nd day of April, 2026 at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
 Councilman Jeffers
 Councilman Botsford
 Councilman Kelly
 Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 ACCEPT THE RESIGNATION OF ERIC ROBERTS AS MOTOR EQUIPMENT OPERATOR EFFECTIVE APRIL 3, 2026

Council offered the following Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, the following was submitted:

Dear Walworth town board members,

I am writing to formally resign from my position at the Walworth Highway Dept, effective April 3.

This was not an easy decision, as I truly value the work I do and the opportunity I've had here. However, I have decided to accept another opportunity that offers better compensation and aligns more closely with my current needs. I sincerely appreciate the experience and opportunities I've received during my time here.

Sincerely,

Eric Roberts

WHEREAS, Eric Roberts has submitted his letter of resignation as Motor Equipment Operator for the Town of Walworth Highway Department, effective Friday April 3rd, 2026; and

WHEREAS, the Town of Walworth Highway Department will have a vacancy of a Motor Equipment Operator effective April 3rd 2026,

NOW THEREFORE IT BE RESOLVED, by the Town Board of the Town of Walworth that the resignation of Daniel Woodard be effective April 3rd, 2026.

Adopted this 2nd day of April, 2026 at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 AUTHORIZATION TO FILL THE POSITION OF MOTOR EQUIPMENT OPERATOR WITHIN THE HIGHWAY DEPARTMENT

Council offered the following Resolution and moved its adoption. Seconded by Council to wit:

WHEREAS, a Motor Equipment Operator within the Highway Department has resigned effective April 3rd, 2026, leaving the position of Motor Equipment Operator vacant; and

WHEREAS, the Highway Superintendent has determined that filling the position is necessary to continue to provide efficient and effective operation of his department;

NOW, THEREFORE BE IT RESOLVED that the Town Board hereby authorizes the Highway Superintendent to fill the vacant position as soon as possible.

Adopted this 2nd day of April, 2026 at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

RESOLUTION -26 TO SET A PUBLIC HEARING FOR THE APPROVAL OF A CABLE TELEVISION AGREEMENT BETWEEN SPECTRUM NORTHEAST, LLC AND THE TOWN OF WALWORTH

Council offered the following Resolution and moved its adoption. Seconded by Council to wit

WHEREAS, the Town of Walworth is authorized to grant franchises to construct and operate cable systems using public rights-of-way under federal and state regulations; and

WHEREAS, Spectrum Northeast, LLC has requested the renewal of its cable television franchise; and

WHEREAS, the Town Board has reviewed the proposed agreement to replace the previous agreement; and

WHEREAS, a public hearing is required for the renewal of said agreement in accordance with law.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board sets a Public Hearing for **April 16, 2026 at 6:30PM** at the Walworth Town Hall 3600 Lorraine Dive, Walworth NY to consider the agreement with Spectrum; and

BE IT FURTHER RESOLVED, that all persons may submit oral or written comments at this hearing; and

BE IT FURTHER RESOLVED, that the proposed agreement is available for review in the Town Clerk's office and

BE IT FURTHER RESOLVED, that the Town Clerk is directed to publish notice of this hearing as required by law.

Adopted this 2nd day of April, 2026 at a meeting of the Town Board.

Roll call vote: Councilwoman Linson
Councilman Jeffers
Councilman Botsford
Councilman Kelly
Supervisor Elsbree

Resolution carried/failed.

**TOWN OF WALWORTH
BUILDING DEPARTMENT
3600 Lorraine Drive
Walworth, New York 14568**

Monthly Building and Zoning Report

There were 7 other inspections completed during the month of February 2026.

Notice of Violation/Remedy: 0

Letters regarding Building Permits: 0

Permits Issued: 6

Certificates of Occupancy Issued: 2

Certificates of Compliance Issued: 4

Fire Calls: 1

Fire Inspections: 0

Annual Inspections: 0

Property Maintenance & Other Complaints: 3

Soil Test completed: 1

Drainage Issues: 0

Plan Review Applications in Process: 7

FOIL Requests in process: 2

Projects in Process:

- Town Code review
- Orchard View infrastructure inspections
- Scan and copy documents for FOIL and research requests
- Work with DEC on MS4 issue at 2300 Walworth-Marion Road, Walworth, NY

Substantial Items in Process:

- Windward Lakes subdivision
- WO Walworth Solar project
- Beaver Creek Site Plan

Respectfully submitted,

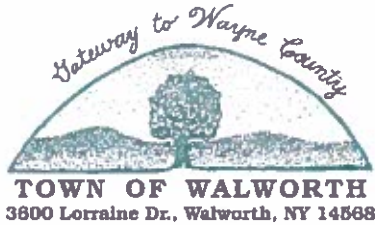


Barbara Goulette
Building Department Clerk



February 2026 Highway Department Monthly Summary

- **36 Plow Trips**
- **Shop Work**
- **Worked on John Deere Tractor, Bobcat, and the sweeper**
- **James LeMay retired on February 28th, 2026**
- **Repaired damaged mailboxes**



Parks & Facilities Department
3600 Lorraine Drive, Walworth, NY 14568
Mike Buckley, Parks & Facilities Superintendent
(315) 986-1400 ext.12
parkssuper@townofwalworthny.gov

March 30, 2026,

To: Supervisor Laura Elsbree, Walworth Town Board

Re: Parks & Facilities Monthly Report

This report is for March 1, 2026, through March 31, 2026:

- Daily inspection, maintenance and cleaning of the Ginegaw Park lodge and pavilions,
- Treatment Plant maintenance tasks and responsibilities including:
 - Overseeing and coordinating lab waste disposal,
 - Locating and cataloging equipment and items to be auctioned,
 - Readjusting entry gates,
- Finished snow and ice removal at Town Hall, Ginegaw Park, Lodge, sidewalks, and Treatment Plant
- Refurbished picnic tables,
- Rolled Ginegaw Park's athletic fields,
- Collected and loaded electronics for recycling,
- Performed spring playground safety inspection,
- Completed spring equipment service,
- Switched the farm market mural and light pole banners to spring and summer scenes,
- Began winter debris cleanup,
- Removed and cleaned up wind damaged trees at West Walworth Cemetery, and Sherburne Park's trail.

Respectfully Submitted,

Mike Buckley

Parks & Facilities Superintendent

Dear Walworth town board members,

I am writing to formally resign from my position at the Walworth Highway Dept, effective April 3.

This was not an easy decision, as I truly value the work I do and the opportunity I've had here. However, I have decided to accept another opportunity that offers better compensation and aligns more closely with my current needs. I sincerely appreciate the experience and opportunities I've received during my time here.

Sincerely,

Eric Roberts

Charter

COMMUNICATIONS

March 11, 2026

The Honorable Laura Elsbree
Supervisor
Town of Walworth
3600 Lorraine Drive
Walworth, NY 14568

Dear Supervisor Elsbree:

Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. ("Charter"), is pleased to provide cable television service to the Town of Walworth. We, previously, notified you of our intent to renew the cable television franchise pursuant to the Section 626h of the Cable Act.

Enclosed is our draft franchise agreement, including the notice of public hearing and resolution, which will serve as the basis for our negotiations. Please be aware that the NYS Public Service Commission requires that this agreement be submitted to them in a timely manner.

We value our relationship with all our franchise officials and look forward to a successful conclusion of this franchise renewal with the Town of Walworth.

As always, please do not hesitate to contact me should you have any questions. I can be reached by phone at (585) 797-5395 or by email at lauren.kelly@charter.com.

Sincerely,



Lauren Kelly
Director, Government Affairs
Charter Communications

Enclosure

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the Town of Walworth, New York, hereinafter referred to as the “Grantor” and Spectrum Northeast, LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, in a full public proceeding affording due process to all parties, Grantor considered and found adequate and feasible Grantee’s plans for 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 Revenues" shall mean all revenues, as determined in accordance with generally accepted accounting principles, actually received by Grantee from Subscribers residing within the Franchise Area for Cable Services purchased by such Subscribers on a regular, recurring monthly basis. Gross Revenues shall not include (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including the franchise fee and any state or federal regulatory fees; (2) bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- 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, including any PEG channels.

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 be capable of providing 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. To the extent provided by applicable law, and provided Grantor requires all other public utilities operating in the Streets to bear their own costs, Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

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 a semi-annual basis, within forty-five (45) days of the close of each calendar year. 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. This Franchise is transferable provided that the successor-in-interest agrees to be bound by the terms of the Franchise to the same extent as the Grantee.

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: Town of Walworth
 Attn: Supervisor Laura Elsbree
 3600 Lorraine Drive
 Walworth, NY 14568

Grantee: Charter Communications
Attn: Director, Government Affairs
95 Methodist Hill Drive,
Rochester, NY 14607

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

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

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

15.10 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.

15.11 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.

15.12 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.

15.13 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.

15.14 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.

15.15 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 Walworth, New York

Signature: _____

Name/Title: _____

Accepted this ____ day of _____, 20____, subject to applicable federal and State law.

Spectrum Northeast, LLC, By Its Manager, Charter Communications, Inc.

Signature: _____

Name/Title: _____