

Town of Indian Lake water and wastewater

Report for November 2015

Testing was completed at all plants daily.

Samples required by DEC and DOH were submitted to the lab.

The generators for all the plants were filled with fuel for the winter.

There was a hydrant on Rt 28 in Blue Mt that had a rotten break away flange, so a new break away flange was installed.

There was a leak in the water service to the police barracks that had to be fixed.

All of the hydrants in Blue Mt had all of their caps removed and never seized for the winter.

We installed a new two inch water line for the County Highway Garage that had broken over the summer.

We had Burgh Shoemburger come and calibrate all of our flow and turbidity

meters.

A new curb stop had to be installed for Cunningham's camp in Blue Mt.

Parts for the dam were sent out to Seely's Machine shop in Glens Falls to be replicated, so we will have spare parts for next year.

National Grid cut down two trees on State St. so we can do our future water and sewer work there.

There was a water main break in Blue Mt by Jamie Roblee's house that had to be repaired.

Thank-you

Kevin King

Kevin King/water and wastewater superintendent

PARKS AND REC. MONTHLY REPORT
November 5, 2015 – December 9, 2015

BLUE MT. REST ROOMS: Picked up garbage every Mon. – Fri. Cleaned and resupplied. Opened and closed Blur Mt. dam when needed.

SIDE WALKS: Checked walks every day and slated when needed.

BLUE MT. GARAGE: Repaired back door. Brought snowmobiles and groomer down for season. Stored signs and mowers and weed eaters for season.

HEALTH CENTER: Fixed heat problem. Cut limbs and dead trees that hang over parking lot. Took cold patch and repaired holes in parking lot. Fixed outside lights.

EQUIPMENT/REPAIRS: Went and serviced snow machines. Took Yamaha over to Big Moose for service. Helped Piston Bully Representative service the Piston Bully. Sharpened and serviced chain saws when needed. Fixed 4 ft. mogel master and got it ready for season.

EVENTS: Put up 3 big town signs and banners at Byron Park. Cut Christmas tree and put up and decorated in the mini Park for Christmas Country Tour. Put lights on tree also.

LIBRARY: Helped locksmith fix broken front door. Picked up bike rack for season. Fixed outside light. Put chairs in gazebo for season.

SNOWMOBILE TRAILS: Finished cutting blow down on eve4ry trail. Started doing some second time after heavy wind storms. Finished brushing out and draining mud holes on new trail on upper part of HC trail where logging is going to be. Cut out new trail by Artic Cat Shop and cut stumps to ground level. Waiting till next week for State so we can move big rocks in trail.

TOWN HALL: Put up Christmas decorations and lights. Poured floor for addition (10 yards of cement). Cleaned up form boards and tools. Took truck load of cardboard to Transfer Station. Burned truck load of old records. Changed two blown bulbs outside of Town Hall. Put insulation and screed key in floor of court addition before we poured. Put up new no parking signs by handicap parking areas.

B.T.I.: Filled out speedies report and mailed in for permit to put BTI in water for 2016 season.

SKI HUT GARAGE: Replaced rotten boards and painted. Cleaned leaves and debris out of rink. Put up speakers and installed new stereo system. Replaced blown bulbs in outside rink lights. Fixed leak in men's room sink. Cleaned out Zamboni garage and put up new shelves to store stuff.

BYRON PARK: Fixed toilets that were stuck running. Put new outside light on log building. Fixed leak in kitchen sink.

MUSEUM: Sent with Mahoney Alarms system and serviced systems. Turned off heat for season. Turned off water and winterized system.

Bruce Wells – December 9, 2015

Month of November 2015
Mechanic's Report
Reported by Bill Wells

Events/Activities Report
Indian Lake Town Board
December 11, 2015
Reported by Vonnie Liddle

Cycle the Adirondacks – Attended live media launch in Keeseville.

Central Adirondack Ice Fishing Derby – Registering participants.

Pole Banners – Filed paperwork with National Grid for 2016.

Country Christmas Tour – Decorated town tree and town hall.

Adirondack Mountains Antiques Show – Listed 2016 show dates in online calendars. Created advertising report.

Community Fundraiser – Helped get the word out for the Indian Lake Theater.

Black Fly Challenge – Arranged a safety meeting with race organizers, State Police, NYS DOT and Hamilton County Sheriff's Dept.

Postvention Team Training – Attended seminar regarding dealing with the after effects of a community crisis.

Meeting Attended – Town board, Great South Woods, Four River Alliance.

Upcoming Events – January 19 – Central Adirondack Ice Fishing Contest

- Serviced #185 dump truck
- Worked on sewer plant gen set
- Serviced #186 dump and worked on driveshaft
- Worked on #185 plow springs
- Fixed air leak and hydraulic on #185
- Screens on #185
- Fittings on tractor
- Helped Paul with plow and sander
- Plugged tire on #180
- Changed angle ram #188 plow
- Plugged ram off mini excavator and sent to Utica Mack
- Changing power steering pump on new car
- Put new battery in new car
- Made up hoses for tractor broom

TOWN OF INDIAN LAKE HIGHWAY DEPARTMENT

DECEMBER 2015

As warm weather continues we continue to do some fall work. All trucks are prepared for snow plowing and sanding.

Cold patching of potholes is being done on all blacktop and chip sealed roads.

Reclamation is being done in the Chain Lakes Pit.

Equipment is being cleaned and repaired for the upcoming year.

Although the weather has been warm we did have a couple of small snow storms and one freezing rain storm which we had to sand the roads.

We are getting ready to start cutting the right of way when we get these other projects completed.

The winning bidders have picked all of the highway equipment that was auctioned off up.

Our new employee has started work and is working into the position very well.

Thank you

Jamie Roblee

Town Highway Superintendent

Dec 2, 2015
Dear Brian and the town Board,
I appreciate all the support from
the town during the Country
Christmas Tour this year.
You help us make the tour
successful!
Regards,
Nancy Harding
and
the steering committee



TOWN OF INDIAN LAKE
P.O. Box 730 Pelon Road
Indian Lake, Hamilton County
New York 12842

Phone: (518) 648-5885
Fax: (518) 648-6227

Resolution # 23 – In the Year 2015

Resolution certifying the Town Roads Maintained by the Town of Indian Lake

Resolution Offered by: _____
Seconded by: _____

WHEREAS: The Town Board of the Town of Indian Lake due hereby certify that the following Roads are maintained by the Town of Indian Lake's Highway Department, **AND**

WHEREAS: the mileage of said Roads are also included in this certification, **NOW THEREFORE BE IT**

RESOLVED: that the following list of Town Roads as well as the mileage of said Roads are all maintained by the Town of Indian Lake

Adirondack Lake Road:	1.95 miles
Bennett Road:	.5 miles
Benton Road:	1.08 miles
Cedar Lane:	.19 miles
Cedar River Road	3.27 miles
Chain Lakes Road	2.57 miles
Cleveland Road	2.36 miles
Corscadden Road	.66 miles
Crow Hill Road	1.03 miles
Fred Gay Road	.5 miles
Griffin Rad	.21 miles
Gundel Court	.1 miles
Hedges Road	.22 miles
Hutchins Road	.14 miles +/-
Indian Lake Dam Road	.52 miles
Jerry Savarie Road	2.53 miles
Joe Locke Road	.75 miles
John Rust Road	.37 miles
King Road	.5 miles
Lake Abanakee Road	.37 miles
Lake View Drive	.63 miles
Maple Lodge Road	1.08 miles
McCormick Road	.36 miles
Merwin Road	.05 miles
Moulton Road	.54 miles
Old Rte 28 A	.18 miles
Old Rte 28 C	.65 miles
Old Rte 28 D	.38 miles
Old Rte 28 & 30	.85 miles
Parkerville Road	2.32 miles

Pashley Road	.49 miles +/-
Pelon Road	.81 miles
Pratt Road	.84 miles
Sawmill Road	.05 miles +/-
(Formerly Pump Station Road)	
Saunders Road	.19 miles
Sewer Plant Road	.08 miles
Ski Hut Road	.1 miles
South Wilderness Lake	.11 miles +/-
(Formerly Lake View Drive)	
Stanton Road	.46 miles
Starbuck Rd	.35 miles
State Street	.07 miles
Stoney Step Road	1.09 miles
Thomas Edison Road	.22 miles
Tomas Edison Road	.08 miles
Tower Hill Road	.25 miles
Town Dump Road	.13 miles
Water Plant Road	.13 miles
Wells Road	.11 miles
White Birch Lane	.21 miles
Joh Rust Road Spur	.08 miles
Lake Abanakee Road Spur	.13 miles
Stanton Road Spur	.09 miles
(Seymour Road)	
Total Miles:	<u>32.93 miles</u>

NOW BE IT FURTHER

RESOLVED, that the Town maintains a total of 32.93 miles of Roads within the Town of Indian Lake and that the Town Board of the Town of Indian Lake due hereby certify this list of Town Roads and there mileage.

Roll Call: Councilman Valentine
Councilwoman Stanton
Councilwoman Mitchell
Councilman Rathbun
Supervisor Wells

State of New York
County of Hamilton
Town of Indian Lake

I, Julie A. Clawson, Town Clerk of the Town of Indian Lake do hereby certify that Resolution # 23 in the year 2015, was duly adopted by the Town Board of the Town of Indian Lake, Hamilton County, New York State on: December 14, 2015

Resolution # 23 will be on file in the Resolution Book as well as the Official Minutes in the Town Clerk's Office at the Town Hall, located on Pelon Road, Town of Indian Lake, County of Hamilton, and State of New York.

The following Board Members of the Indian Lake Town Board voted on Resolution # 23 and all Board Members voted in favor of said Resolution (Supervisor Brian Wells, Councilman Jack Valentine, Councilwoman Sally Stanton, Councilwoman Kelli Mitchell and Councilman John Rathbun).

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Town of Indian Lake on this ____ day of _____.

Seal

Julie A Clawson/Town Clerk

DRAFT

AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2015

between the Town of Indian Lake, hereinafter referred to as the "Town", a municipal corporation duly organized under the laws of the State of New York, having its principal offices on Pelon Road in the Town of Indian Lake, County of Hamilton and State of New York, with a mailing address of P.O. Box 730, Indian Lake, New York 12842, and the Hudson Headwaters Health Network, hereinafter referred to as "HHHN", a not-for-profit corporation, having its principal office and mailing address at 9 Carey Road, Queensbury, New York 12804.

WHEREAS, Section 64 (19b) of the Town Law provides that a Town may create, establish, and maintain a suitable building for a Town medical center or facility, and

WHEREAS, there is a need for medical coverage and health services in the Town and the surrounding community for the benefit and welfare of the residents and visitors to the community, and

WHEREAS, HHHN proposes to operate a community health care facility in the Town as a means of providing the people in Indian Lake with immediate accessibility to a health care delivery system, and

WHEREAS, the Town desires to enter into a contract with HHHN to provide a community health care program for the people in the Town of Indian Lake and surrounding community.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

I COVENANTS OF THE PARTIES:

1. The Town-owned building that has been used as a health center is located at 4356 St. Rt. 30 Main Street in the Hamlet of Indian Lake (hereinafter, the "Health

Center" or "Facility").

2. HHHN agrees to develop and operate a community health care program (Program), including but not limited to the provision of medical care, at the existing Health Center in the Town, to be staffed by HHHN personnel with a licensed physician/registered physician assistant/nurse practitioner team.
3. The physician/physician assistant/nurse practitioner team shall provide health and medical services to the residents of the Town and surrounding area on a fee-for-service basis.
4. HHHN agrees to operate and maintain the Health Center in accordance with the standards and regulations prescribed by recognized health agencies including the New York State Department of Health.
5. HHHN agrees to operate and maintain the Health Center in accordance with Public Health Law and the Sanitary Code of the State of New York. HHHN shall obtain all necessary licenses and permits from the Federal Government and the New York State Department of Health to operate the Health Center .
6. This Agreement may be terminated by either party if the other party should fail to obtain all necessary licenses and permits to maintain complete compliance with all applicable government regulations, rules, and laws. In the event that any Federal or State law or regulation ever requires the Town to make changes or improvements to the Health Center which the Town, in its sole judgment, determines would be unaffordable or uneconomic to make, the Town shall have the right to terminate this Agreement without penalty upon sixty (60) days' written notice to HHHN.
7. HHHN agrees to provide a full spectrum of administrative and management services to ensure efficiency in the operation of the Health Center.
8. The Town agrees to provide a suitable building for a Health Center that meets

the requirements of any applicable Federal and State laws to operate a health care program in the Town.

9. The Town agrees to pay the facility costs of the Health Center including the cost of heating, air conditioning, water, electricity, snow and trash removal and exterior maintenance, including landscaping. The Town shall be responsible for repairs to the exterior and interior of the building, but not for "Ordinary Changes" as set forth in Section III, Paragraph 4, below except as specifically provided in Paragraph 5 of Section III.

10. HHHN agrees to pay for all telephone services and information systems including the installation and maintenance of such, and HHHN shall be responsible for all interior janitorial maintenance.
11. The Town pledges its best efforts to promote the HHHN Program to encourage use of the Health Center by the people of the area.
12. Scheduled office hours for the Health Center will be developed in consultation with the local Health Center Advisory Committee and will be dependent upon patient demand and financial considerations.

II. ADVISORY COMMITTEE

1. The Town Board has adopted a Resolution establishing a Health Center Advisory Committee (Advisory Committee). The Advisory Committee shall be composed of at least seven members and shall be appointed by the Town Board. At least five members shall be residents of the Town of Indian Lake. Two members shall be representatives of the Board of Directors of HHHN.
2. The Advisory Committee shall meet at least once each calendar year at a mutually agreeable time and shall provide HHHN and the Town with recommendations regarding the scope and delivery of health services to the

community.

III. PERSONAL PROPERTY-REAL PROPERTY

1. The parties agree that all medical equipment identified on the list as Attachment A shall remain the personal property of the Town of Indian Lake but that HHHN shall bear the expense of repairing such property until retired from service. Equipment not itemized in Attachment A shall remain the personal property of HHHN.

2. HHHN shall retain ownership of all medical records at the Health Center.
3. It is the Town's responsibility to provide the funds required to make any structural changes and/or repairs necessary to keep the Health Center safe and functional, except for "Ordinary Changes" as provided for in Paragraph 4 below. If HHHN wishes to move any interior walls or make any structural changes or repairs itself and at its own expense, it shall first obtain consent from the Town.

4. Whether due to normal wear and tear, damage, obsolescence, dated appearance or for any other reason, all ordinary changes made to the interior partitioning and finishes of the building, including but not limited to moving and reconfiguring of interior walls, painting, wallpapering, replacement of carpet or other flooring, and replacement of ceilings and light fixtures, ("Ordinary Changes") shall be the responsibility of HHHN and shall be at its sole cost and expense. No such changes shall be made without the prior consent of the Town. All such Ordinary Changes shall become the property of the Town upon termination of this Agreement.

5. Any inconsistent provisions of Paragraph 4, above, notwithstanding, in consideration for HHHN entering into this Agreement, the Town shall perform the following items of work on the Health Center building by the

dates specified:

- a) Replace existing interior carpeting with carpeting to be selected by Town _____ by _____, 20____
- b) Repaint interior handrails – by _____, 20____
- c) Repair / tune-up HVAC system – by _____, 20____
- d) Replace exterior door at employee entrance – by _____, 20____
- e) Paint exterior of building – by _____, 20____

It is expressly understood and agreed that upon replacing the existing interior carpeting and repainting the interior handrails pursuant to this Paragraph, the Town shall have no further obligation to replace or repair, or pay for, any carpeting repair or replacement, or perform or pay for any interior painting.

- 6. The real property including the building and any structural improvements shall remain the property of the Town.

IV. FINANCES AND FINANCIAL RESPONSIBILITY

- 1. HHHN shall provide the Advisory Committee with an annual budget and a quarterly report as to the financial condition of the Program including an operating statement indicating all operating revenues and expenditures for the quarter.

- 2. In consideration for the medical services offered to its residents, and in recognition that revenue of patient fees is insufficient to provide a self-sustaining operation, the Town agrees to pay HHHN the sum of Twenty-Three Thousand and 00/100 (\$23,000) dollars per year. This payment is to be credited as a patient fee supplement to HHHN's revenue and shall be taken into account when determining the fee structure. The amount shall be payable in equal quarterly installments of Five Thousand Seven Hundred- Fifty and

00/100 (\$5,750) dollars due on January 15, April 15, July 15, and October 15 of each year during the term hereof.

- 3. Notwithstanding any other provisions of this Agreement, the parties hereto do hereby agree pursuant to 10 NYCRR 600.2 (d) as follows:

The Town acknowledges that its right of reentry into the Health Center upon a breach or termination of this Agreement, or as may otherwise be provided by law, does not confer on the Town the authority to operate a hospital as defined in Article 28 of the Public Health Law on the premises and agrees that it will give the New York State Department of Health, Tower Building, Empire State Plaza, Albany, New York, 12237, notification by certified mail of its intent to reenter the premises or to initiate dispossession proceedings or that the lease is due to expire, at least 30 days prior to the date on which the Town intends to exercise a right of reentry or to initiate such proceedings or at least 60 days before expiration of the lease.

Upon receipt of notice from the Town of its intent to exercise its right of reentry or upon the service of process in dispossession proceedings and 60 days prior to the expiration of this Agreement, HHHN shall immediately notify by certified mail to the New York State Department of Health, Tower Building, Empire State Plaza, Albany, New York, 12237, of the receipt of such notice or service of such processor or that this Agreement is about to expire, as applicable..

V. EMPLOYEES

All those employees working at the Health Center shall be considered employees solely of HHHN, not the Town, and shall be under the direct supervision and control of HHHN, not the Town.

VI. SOLE TENANCY

HHHN shall be sole tenant and occupant of the Health Center unless otherwise agreed to in writing by both the Town and HHHN.

VII. INDEMNITY

1. HHHN shall indemnify and hold the Town and its officials, agents, and employees harmless for all causes of action, claims or demands of any nature whatsoever for damages or injuries to persons or property arising out of the operation of the Health Center and in carrying out the Program in the Town. In addition to obtaining insurance and having the Town named as an additional insured on its insurance policies as set forth in Paragraphs 2 and 3, below, HHHN shall indemnify the Town for any applicable deductibles and self-insurance retentions.

2. Town to be an Additional Insured on HHHN's Insurance: HHHN shall have the Town named as an additional insured on HHHN's insurance policies, with the exception of HHHN's Workers' Compensation, New York State Disability and professional liability insurance policies. If any policy on which the Town is named as an additional insured is written on a "claims made" basis, such policy must have a retroactive date preceding the date of this Agreement. Policies naming the Town as an additional insured must:

- a) Be issued by an A.M. Best-rated "secure" insurer, licensed in New York State.
- b) State that the coverage for HHHN shall be primary and non-contributory for the Town, its Board, employees and volunteers.
- c) List the Town as an additional insured using endorsement CG2026 or equivalent. A copy of the endorsement must be attached to the Certificate of Insurance, which shall be provided to the Town.
- d) The Certificate of Insurance must describe the specific services provided by HHHN that are covered by the commercial general liability policy and

the umbrella/excess policy.

3.

Insurance Required of HHHN: At a minimum, HHHN shall procure and continuously maintain in effect the following types of insurance to protect itself and the Town against claims arising out of the operations of the Health Center:

- a) Commercial General Liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Professional Errors and Omissions insurance with coverage of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.
- c) Excess / Umbrella Insurance with coverage of at least \$1,000,000 for each occurrence and in the aggregate.
- d) Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all of HHHN's employees, with proof of coverage to be evidenced by an approval on the form specified and required by the NYS Workers Compensation Board. (ACORD certificates not acceptable.)

4. Upon the execution of this Agreement and prior to its occupancy of the Health Center under this Agreement, HHHN shall file with the Town Clerk certificates of such insurance as well as any other required documentation evidencing compliance with the insurance requirements of Paragraphs 1, 2 and 3 of Section VII, Indemnity, hereof. Any failure by the Town to object to the contents of said certificates of insurance or similar documents, or to any failure of HHHN to provide such certificates, shall not be deemed a waiver of any or all of the Town's rights. A failure by HHHN to procure the required insurance and/or continuously maintain it in effect shall constitute a material breach of this Agreement. HHHN's procurement of the insurance required by this Agreement is intended not only to benefit the Town but also the New York Municipal Insurance Reciprocal as the Town's insurer.

5. The Town shall indemnify and hold HHHN harmless for all causes of action,

claims or demands of any nature whatsoever for damages or injuries to persons or property arising out of the initial construction of the Health Center building, any renovation of it done by or under contract to the Town, and/or any maintenance or repair thereof performed by the Town.

6. The Town shall maintain such general liability insurance as may be appropriate and advisable which shall insure the parties against claims arising out of said work, and the Town shall provide HHHN with certificates of such insurance evidencing compliance with this paragraph.

VIII. PROGRAM SHALL BENEFIT THE RESIDENTS OF THE TOWN OF INDIAN LAKE AND SURROUNDING COMMUNITY

1. It is the intention of the parties to provide a community health care Program for the benefit of the residents of the Town of Indian Lake and surrounding community. Non-residents of the Town may also participate in the Program and otherwise seek medical care at the Health Center.

2. HHHN will charge and collect fees from patients according to established HHHN practice. No person shall be denied health care services because of inability to pay. No person shall be denied such services because of race, color, creed, nationality, gender or sexual orientation.

IX. TERM

The term of this agreement shall be for a period of approximately two (2) years, commencing as of the _____ day of _____, 20____ and ending on the _____ day of _____, 20____. This Agreement may be renewed for up to four (4) successive terms of two (2) years each. For a renewal term to be effective, the Town and HHHN must provide each other with written notice of agreement to the renewal term at least ninety (90) days prior to the expiration of the

then-current term or renewal term. Absent such notification from either party, this Agreement will terminate on the expiration date of the then-current term or renewal term. If both parties agree to all available renewal terms, this Agreement will terminate by its own terms on _____, 20____. The parties may terminate this Agreement at any time by mutual written consent.

X. AGREEMENT SUBJECT TO STATE AND FEDERAL LAW

1. This Agreement is subject to all of the limitations and conditions imposed on municipalities and parties contracting with municipalities as set forth in the Laws of the State of New York and any such federal laws as may be applicable.

2. This Agreement is also subject to the continued approval of the New York State Department of Health, and also subject to the requirements of the New York State Public Health Law and Hospital Code and any and all applicable statutes, laws, rules and regulations of the State, Federal and local governments.

XI. NOTICES

Any written notices required under this Agreement shall be sent via Certified Mail, Return Receipt Requested, to the mailing address shown in the opening paragraph of this Agreement for the party to whom notice is being provided. If any party changes its mailing address, it shall notify the other party in writing of such change and upon receipt of such notification the receiving party shall thenceforth use the sending party's new address for purposes of providing any required notifications.

XII. ENTIRE AGREEMENT

This writing contains the entire agreement between the parties concerning HHHN's occupancy and use of the Health Center. The terms and conditions of this Agreement supersede any and all prior agreements between the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day and year first above written.

HUDSON HEADWATERS HEALTH NETWORK

By: _____
DRAFT
Date: _____

TOWN OF INDIAN LAKE

By: _____
DRAFT
Date: _____

INDIAN LAKE END OF YEAR, TOWN BOARD MEETINGS

THE TOWN BOARD OF THE TOWN OF INDIAN LAKE
WILL BE HOLDING THEIR END OF THE YEAR MEETING ON
DECEMBER 3RD, 2015 AT THE TOWN HALL AT 5:00 PM
AS WELL AS ANYTHING ELSE THAT COMES BEFORE THE BOARD.
THE TOWN BOARD WILL ALSO HOLD THE ANNUAL
ORGANIZATIONAL MEETING ON JANUARY 4, 2016 AT 5:00 PM
JULIE A CLAWSON/TOWN CLERK
BY ORDER OF THE TOWN BOARD OF THE TOWN OF INDIAN LAKE

Paul F. Schonewolf
President
George M. Williams
Treasurer

239 Assembly Point
Lake George, NY 12345
(518) 381-4832
Fax: (518) 381-4833

22 October 2015

Honorable Brian Wells
Supervisor Town of Indian Lake
PO Box 730
Indian Lake, NY 12842

RE: Cable Television Franchise Renewal

Dear Supervisor Wells

Please accept this letter as a formal request by Hamilton County Cable TV, Inc. to renew its Franchise Agreement with the Town of Indian Lake for an additional ten-year period. It is a requirement of State and Federal regulations that a Franchise Agreement be in place in order for us to continue to provide service to the residents in Indian Lake who subscribe to Cable TV service.

Since its initial construction in 1986 the cable system has grown from the original 11 channels to more than 65 video and 30 digital music channels on our Full service package, and unlike many other providers who fill their basic line-up with shopping, foreign language and government channels, we take pride in providing a basic package that includes most of the desired programs available, including the major networks, in an effort to satisfy a broad spectrum of viewers.

Over the last several years Hamilton County Cable TV has invested capital on infrastructure to improve picture quality, reduce maintenance and provide for future video, data and phone transmission services. In recent months, a significant transmission change also occurred to the Full-Service package as we transitioned from a digital 64 QAM (Quadrature amplitude modulation) platform to 256 QAM. That transition represented an additional investment in the system that will allow us to introduce more programming over the existing infrastructure in the future. We strongly believe these investments continue to demonstrate our long-term commitment to programming diversity and reducing interruptions in the town of Indian Lake.

Hamilton County Cable TV, Inc. serves the towns of Indian Lake, Lake Pleasant, Johnsbury, Chester, Wells, the Village of Speculator and the hamlet of Blue Mountain Lake from its Wells office. This provides positive economic impact on the area by providing full-time and part-time jobs to area residents, the purchase of fuel and supplies from local businesses and several lease agreements for space and land from local property taxpayers, as well as Special Franchise taxes paid to local municipalities.

Over the next ten years we intend to increase programming and system reliability through new technologies as they become available to smaller systems. We anticipate continued growth by expanding into the broadband market in the future utilizing the investments made over the last several years in our infrastructure, but most importantly, we will continue to provide quality customer service and community service to the residents of Indian Lake.



Blue Mountain Lake * Indian Lake * Johnsbury * Lake Pleasant * Speculator * Wells

Dec 3, 2015
Dear Brian and the town Board,
I appreciate all the support from
the town during the country
Christmas Tour this year.
You help us make the tour
successfully!
Regards,
Nancy Harding
and
the steering committee

Hamilton County Cable TV

239 Assembly Point
Lake George, NY 12345
(518) 381-4832
Fax:(518)381-4833

I. FRANCHISE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and "between" the Town of Indian Lake, New York, hereinafter referred to as "Municipality", and Hamilton County Cable TV, Inc., hereinafter referred to as "Operator".

The Municipality, having considered the technical ability, financial condition and character of the Operator, and in a public proceeding having found the concerns described in this document to be satisfied does therefore, grant to the Operator, its successors and assigns, a non-exclusive franchise to provide cable service within the jurisdiction of the Municipality. This franchise includes the rights, privilege and non-exclusive authority to construct, erect, operate and maintain in, along, upon, across, above, over and under roads, alleys, public ways and public places now laid out or dedicated, including extensions and additions thereto in the Town of Indian Lake, New York.

Operator agrees to comply with the requirements of the New York State Executive Law, Article 28 and all Federal Communication Commission (FCC) and New York State Public Service Commission (PSC) laws and regulations.

II. Definitions

In addition to the terms "Municipality" and "Operator", both parties agree that the following terms, phrases, words and their derivations shall have the following meaning:

ROAD: the surface of, and the space above and below any public road, highway, freeway, lane, alley, sidewalk or drive now or hereafter existing within the Municipality.

CABLE TELEVISION SYSTEM: fiber optic & coaxial cables or other conductors and equipment for providing television, telephone, data or other lawful services through its facilities as herein contemplated, referred to as CATV.

SUBSCRIBERS: Any person or entity lawfully receiving for any purpose the cable service of the OPERATOR herein.

GROSS REVENUES: Any and all revenues received by the OPERATOR from subscribers of basic cable service within the corporate limits of the Municipality, including monthly service fees, installation and reconnection fees, FM service fees and advertising revenues.

Paul F. Schnewolf
President
George M. Williams
Treasurer

Please find enclosed a cable television Franchise Renewal draft agreement for the Town Board's consideration. As per NYS Public Service Commission regulations 591.3, copies of the renewal application are to be made available for public inspection during normal business hours at the office of the Town Clerk. In addition, a public hearing must be scheduled and held to afford all interested parties the opportunity to be heard concerning the renewal, in which, I would be pleased to appear before the board to answer any questions or concerns that might arise, if you so desire.

Thank you in advance for your time and consideration of this important matter. I look forward to reviewing this draft franchise renewal with you at your earliest convenience.

Sincerely,
Paul Schnewolf
President



III. DURATION

This agreement shall expire ten years from the effective date of this agreement, subject to renewal as provided in Section nine (9).

IV. SERVICE

Operator shall make necessary repairs promptly so as to keep service outages as brief as possible. Operator shall make prorated rebates at the request of users for loss of service in excess of four (4) continuous hours excluding any delay caused by user or as a result of an electric power loss as required by the rules of the PSC. Operator shall maintain a local presence for the purpose of receiving service requests. A local telephone number will be maintained for subscriber calls. Service reports will be made to the PSC on a quarterly basis in accordance with PSC rules and regulations. Service records shall be retained for at least two years.

V. PROGRAMMING

Operator will continuously offer basic cable services including the retransmission of television broadcast signals required by Federal law. Operator shall continue to periodically poll subscribers regarding preferences for addition or deletion of cable programming and make changes in accordance with the results of such polls. Operator shall also offer a minimum of at least three levels of services. Channel space for public, educational and/or government access shall be made available without charge to local residents. This channel(s) shall operate in accordance to the rules and regulations of the PSC.

VI. SYSTEM CONSTRUCTION

Operator shall exercise all reasonable diligence in obtaining all permits, licenses, etc., necessary for any system expansion projects. Should Operator damage or destroy public or private property in the normal course of business, it shall promptly restore the property to a serviceable condition as soon as practicable and reasonable. In areas where public utilities are not located within the boundaries of public roads, Operator shall follow the same course and way as existing easements of power and telephone. Operator is subject to all requirements of Village ordinances, resolutions, local laws, rules and regulations of the Municipality and all such requirements hereafter enacted including but not limited to those concerning road excavations, removal and relocation of property within a road, or other road work. Operator shall not block a public way without Municipal consent and shall comply with all reasonable requests of the Municipality to minimize disruption on private or public property and maintain a safe place to work.

Operator agrees to construct, operate and maintain the cable system in compliance with all applicable provisions of the codes and standards promulgated by the Electronics Industries Association (EIA), Federal Aviation Administration (FAA), National Electronics Commission (NEC), National Cable Television Association (NCTA), FCC and the PSC.

Operator agrees to provide service to line extension areas in accordance with the rules of the PSC. This includes any areas adjoining the primary service area having a density of 20 homes per linear mile or more. The Operator agrees that cable television service will not be denied to potential subscribers residing in line extension areas with less than 20 homes per mile who are willing to contribute to the construction cost according to the following formula:

$$\frac{C}{CA} - \frac{P}{CA} = SC$$

CA = average cost of construction in primary area

P = minimum number of dwelling units in primary area

LE = number of dwelling units requesting service

SC = subscriber contribution in aid of construction in line extension area. (Exclusive of installation rates)

Whenever a potential subscriber located in a line extension area requests service, Operator shall, within 30 days, conduct a survey to determine the number of potential subscribers in the line extension area. Then, each potential subscriber shall be informed of the contribution in aid for construction they may be charged. Operator may require pre-payment of the contribution in aid before construction.

The operator shall apply for pole attachment licenses within 30 days of its receipt of the contribution in aid of construction. Cable service must be made available to those who made a contribution in aid of construction within 30 days of receipt of pole attachment agreements by the operator.

During a five-year period commencing at the completion of a line extension a prorated refund shall be paid to previous subscribers as new subscribers are added to the line extension area. The amount of the refund shall be determined by application of the formula each time a new subscriber is added. Refunds shall be paid annually to subscribers or former subscribers entitled to receive them.

Cable service shall be provided to any subscriber residing in any line extension area that requests service and is located within 150 feet of the aerial feeder cable. The charge for installation shall not be in excess of the installation charge for subscribers in the primary service area.

VII. SERVICE RATES

Operator shall not grant any undue preference or advantage for rates, charges, service or service facilities to any party or subject any party to undue prejudice or disadvantage. Operator may, however, establish reasonable classifications of customers and reduce or waive charges in connection with a promotional campaign for attracting subscribers to its system.

Operator shall follow all notice and rate requirements of Section 590.60 - 590.80 of NYS Public Service Law and current Part 76 of FCC rules.

Operator shall on an annual basis pay the Municipality a franchise fee equal to three percent of Operator's gross revenue for cable service within the Municipality within one hundred fifty (150) days after each calendar year during which this Agreement is in effect. The required payment shall be submitted to the municipality accompanied by a statement certified by an officer or operator showing the gross subscriber revenues collected during the proceeding calendar year.

Operator shall provide basic cable service without charge to all schools, municipal libraries, fire stations and ambulance stations within the Municipality.

VIII. OPERATOR'S OBLIGATIONS TO TOWN

All applicable insurance coverage secured by the Operator shall name the Town of Indian Lake as an additional insured. Operator shall indemnify and hold the Municipality free and harmless from all liability, damage, cost or expense arising from claims of injury to person (s) or damage to property of others which may occur by reason of negligence on the part of the Operator or its independent contractors in the exercise of rights and privileges granted in this agreement.

Operator shall continuously carry liability insurance satisfactory in terms to the Municipality, insuring Operator's obligations in not less than the following:

a) \$3 million public liability insurance against liability for property damage;

b) \$3 million automobile liability;

c) Sufficient coverage to protect parties from any claim under the Workers Compensation Laws;

Notice of this insurance shall be delivered to the Municipality and kept on file in the offices of the Municipality. Upon renewal of this franchise the Municipality may require the Operator to provide additional insurance coverage in such amounts as may be reasonable.

Operator shall monitor the system and take whatever corrective measures are required to comply with all State and Federal regulations including, but not limited to, FCC Section 76.609 (signal leakage) and PSC part 596 (technical standards).

IX. PROCEDURES

All notices to be sent pursuant to this section of this agreement shall be in writing, and shall be mailed by certified Mail with Return Receipt Requested to verify delivery.

Notice to the Municipality shall be sent to:
Town of Indian Lake
PO BOX 730
Indian Lake, NY 12842

Notice to the Operator shall be sent to:
President, Hamilton County Cable TV, Inc.
239 Assembly Point Road
Lake George NY 12845

Either party may advise the other in writing of any change in address or agency for receipt of notice.

(1) Non-Compliance

A notice of noncompliance may be issued to the Operator by the Municipality when it appears to the Municipality that the Operator has failed to comply with any provisions of this agreement. If it further appears to the Municipality that grounds exist for revocation of this agreement, the Municipality may issue a formal warning notice to the Operator.

This warning shall specify the grounds for complaint, state a place and time for full due process revocation hearing before an impartial judicial officer (at least 15 weekdays subsequent to the mailing), and shall ask the Operator to show cause why this agreement should not be revoked.

The Municipality may revoke this agreement on one or more of the following grounds:

a) Transfer of this franchise outside the procedure outlined in this section of the franchise;

b) Receivership or bankruptcy of Operator;

(c) Operator's failure to maintain insurance as required by this agreement;

(d) Operator's violation of any applicable Federal, State or local statute after due notice.

(e) Failure of the Operator to pay the fees required under this Agreement to the Municipality for thirty (30) days after Operator's receipt of written notice of its default from the Municipality

(2) Renewal

At any time after the 30th month before franchise expiration, the Operator seeking renewal of the franchise may on its own initiative or at the request of the Municipality, submit a proposal for renewal. Upon receipt, the Municipality shall consider whether:

(a) The Operator has substantially complied with the material terms of the existing franchise and with applicable law;

(b) The quality of the Operator's service including signal quality, response to customer complaints, billing practices, and quality or level of programming (without regard to the mix), has been reasonable and responsive to community needs;

(c) The operator has the financial, legal and technical ability to provide the services, facilities and equipment set forth in the renewal proposal; and

(d) The Operator's proposal is reasonable to meeting the community's needs and interests, taking into account the cost of meeting such needs and interests.

The Municipality shall not declare the Operator's proposal unreasonable and deny renewal, nor may community needs be established solely on the basis of facilities or equipment, or services which another party has indicated it is willing to provide. Any denial of a proposal for renewal shall be based on one or more adverse findings made with respect to items (a) through (d) described in the previous paragraphs. The Municipality having knowledge of such findings must have given Operator notice, and the opportunity to cure such deficiencies.

Operator expressly reserves its right of appeal pursuant to 47 U.S.C. Section 546 of FCC law and this franchise shall remain in effect at all times during which a renewal proceeding or appeal remains pending.

(3) Sale\Transfer

This franchise may not be sold or otherwise assigned or transferred without the written consent of the Municipality, which may not unreasonably withhold its consent. Operator shall provide acceptable evidence that the proposed new operator is qualified together with such other information as is properly requested by the Municipality. Upon transfer, the new operator shall be bound fully by all provisions of this agreement, excepting only that which may be mutually agreed upon in writing between the Municipality and the new operator.

(4) Good Faith

The parties agree to act in good faith to maintain good communication between them. Barring emergency, the Municipality will give to the Operator reasonable advance notice of the cable system being on the agenda of the Village Board. Operator will have the right of notice of meetings on cable and the right of representation thereat.

X. MISCELLANEOUS

This agreement shall be binding on and inure to the benefit of the parties hereto, and to their respective heirs, assigns, successors, and representatives. This agreement may be modified by a mutual agreement of the parties, put into writing, duly executed and signed by both parties and attached to and made a part of this agreement. This agreement may also be modified as provided by Federal Law.

If any section, sentence, clause paragraph or part of this Agreement is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, or by any governmental agency having jurisdiction, such portion shall be deemed a separate and independent provision and all other provisions of this Agreement shall remain valid and in full force.

Prevention or delay of any performance under this Agreement due to circumstances beyond the control of Operator or Village, unforeseen circumstances, or Acts of God, shall not be deemed noncompliance with or a violation of this agreement.

This Agreement shall take effect immediately upon its execution by both parties, and upon execution, this Agreement shall supersede and replace any prior agreements between the parties.

In Witness Whereof, the parties have executed this Agreement this

Day of _____, 2015.

Town of Indian Lake

Hamilton County Cable TV, Inc

(printed name)

(title)

(signature)

STATE OF NEW YORK }

SS:

On this _____ day of _____, 2015, before me, the subscriber, personally appeared _____, who, being by me duly sworn, did depose and say: that (s)he resides in the Town of Indian Lake, New York; that (s)he is the _____ of the Town of Indian Lake, described in and executed the foregoing instrument.

COUNTY of HAMILTON }

Notary Public

STATE of NEW YORK }

SS:

On this _____ day of _____, 2015, before me, the subscriber, personally appeared Paul Schonewolt, who, being by me duly sworn, did depose and say: that he resides in the Town of Lake George, New York; that he is the President of Hamilton County Cable TV, Inc., described in and executed the foregoing instrument.

Notary Public

ADVERTISEMENT FOR BIDS

Sealed bids for Lake Abnakee Dam Improvements will be received by the Town of Indian Lake at the CLERK'S OFFICE, 5 PELON ROAD, INDIAN LAKE, NEW YORK 12842 until 11:00 o'clock A.M., local time on Tuesday December 22, 2015 and then at said office, publicly opened and read aloud.

Jan. 5, 2016

The Information for Bidders, Form of Bid, Form of Contract, Plans and Specifications and Forms of Bid Bond, Performance and Payment Bond and other Contract Documents may be examined at the following places:

TOWN OF INDIAN LAKE CLERK'S OFFICE, 5 PELON ROAD, INDIAN LAKE, NEW YORK 12842 AND/OR LABERGE ENGINEERING & CONSULTING GROUP, LTD, 4 COMPUTER DRIVE WEST, ALBANY NEW YORK 12205.

Copies may be obtained at Constructive Copy, LLC located at 3 Northway Lane North, Latham NY 12110 upon payment of a \$100 deposit for each set. CHECKS SHALL BE MADE PAYABLE to the TOWN OF INDIAN LAKE and shall be delivered to CONSTRUCTIVE COPY LLC for processing. Bidder's requests to have the Contract Documents mailed can be made by calling CONSTRUCTIVE COPY, LLC at (518) 783-6044 and will be subject to a non-refundable charge for postage and handling to be paid directly to CONSTRUCTIVE COPY, LLC.

All qualified bidders, upon return of full Contract Documents, will be refunded the full deposit. All non-bidders, upon return of full Contract Documents, will be refunded one-half of the deposit. All documents, returned for refund, must be received complete, unmarked, in good condition, and within ten (10) days of the Bid Opening.

The Owner reserves the right to waive any informalities, or reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract.

BIDDERS OF THIS WORK WILL BE REQUIRED TO COMPLY WITH THE PRESIDENT'S EXECUTIVE ORDERS #11246 AND #11375. THE REQUIREMENTS FOR BIDDERS AND CONTRACTORS UNDER THIS ORDER, WHICH CONCERNS NON-DISCRIMINATION IN EMPLOYMENT, ARE EXPLAINED IN THE SPECIFICATIONS.

No bidder may withdraw his bid within forty-five (45) days after the actual date of the opening.

Date: 11/24/2015

Julie Clawson - Clerk, Town of Indian Lake