

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, June 19, 2018**

Public Hearing – 7:00 p.m.

Amendment of Wetlands Section 39A of Town Code

Workshop

1. Pledge of Allegiance
2. Printer/Copier Contract
3. Cablevision franchise agreement
4. Lake Carmel Park District – hire lifeguards
5. Lake Tibet Park District - accept resignations and appoint new members
6. Recreation Department – inflatables, tents, chairs and tables for Kent Community Day
7. Special Counsel
8. Code Enforcer – correct violations at TM#'s 33.50-1-21, 33.58-1-34, 22.73-1-63
9. Lake Carmel Sanitation Department – hire clerk
10. ESI Group renewal
11. Announcements
12. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a) Amendment of Wetlands Section 39A of the Town Code
 - b) Contract for printers/copiers
 - c) Authorize Town Clerk to advertise Public Hearing on Cablevision franchise agreement
 - d) Hire lifeguards for Lake Carmel Park District
 - e) Accept resignations of Lake Tibet Park District Advisory Board members
 - f) Appoint Lake Tibet Park District Advisory Board members
 - g) Contract for inflatables, tents, chairs and tables for Kent Community Day
 - h) Appoint Special Counsel
 - i) Contract to correct violations TM#'s 33.50-1-21, 33.58-1-34, 22.73-1-63
 - j) Hire clerk for Lake Carmel Sanitation Department
 - k) ESI Group contract renewal
3. Vouchers and claims
4. Correspondence
5. Public comment

TOWN OF KENT
AMENDMENT TO
CHAPTER 39A OF THE KENT TOWN CODE

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New York, as follows:

Section 1. Chapter 39A entitled "Freshwater Wetlands, Section 4 entitled "Word Usage, Definitions ", is hereby amended to read as follows:

§ 39A-4(B). As used in this chapter, the following terms shall have the meanings indicated:

...

WETLANDS

All lands and water in the Town of Kent, ~~excluding any such lands and waters now or hereafter designated on the state map,~~ which have a contiguous area of at least 40,000 square feet and which contain any or all of the following:

...

Section 2. This local law shall take effect immediately.

Dated: June , 2018

BY THE ORDER OF THE TOWN BOARD OF
THE TOWN OF KENT

[deleted] – deleted text

_____ - new text

Copier/Printer Financing Proposals

	<u>Konica</u>		<u>Toshiba</u>	
Final Monthly estimate	718.60		724.71	
Autostore (Optional)	\$183/annually	(1)	\$3,400 (for 5 years)	(2)
Library estimate				
Equipment charge	120.57		68.37	

(1) Konica's proposal for Autostore Express is a lower level...limited version of Autostore 7 and it does not have a Laserfiche connector (for the Town Clerk's office)

(2) Toshiba is offering us a \$1,500 credit towards police department copier upgrade (once their contract expires in a few months) if we buy the Autostore software. We, however, do not have to purchase it right now and can make that decision later on.

LEGAL NOTICE

NOTICE OF PUBLIC HEARING
TOWN OF KENT

PLEASE TAKE NOTICE that the Supervisor and the Town Board of the Town of Kent will hold a public hearing at the Kent Town Hall, 25 Sybil's Crossing Kent Lakes, NY 10512 on July 10, 2018 at 7:00 p.m. to afford all interested parties the opportunity to be heard concerning the renewal of the franchise of Cablevision of Wappingers Falls, Inc. in the Town of Kent. Copies of the proposed franchise renewal agreement are available for review in the Town Clerk's Office at 25 Sybil's Crossing Kent Lakes, NY 10512.

BY THE ORDER OF THE SUPERVISOR
AND THE TOWN BOARD OF
THE TOWN OF KENT, NEW YORK

TOWN CLERK

A FRANCHISE RENEWAL AGREEMENT
between the
Town of Kent, Putnam County, State of New York
and
Cablevision of Wappingers Falls, Inc.

Town of Kent, New York, June 11, 2018

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EXHIBIT A: Municipal Buildings to be Provided Free Cable Service

A FRANCHISE RENEWAL AGREEMENT

between the

Town of Kent, Putnam County, State of New York

and

Cablevision of Wappingers Falls, Inc.

WHEREAS, the Town of Kent (hereinafter referred to as "Municipality") has requisite authority to grant franchises permitting and regulating the use of its streets, rights of way, and public grounds; and,

WHEREAS, Cablevision of Wappingers Falls, Inc. (hereinafter referred to as "Franchisee"), or, if applicable Franchisee's predecessor in interest, having previously secured the permission of the Municipality to use such streets, rights of way, and public grounds under a franchise Agreement that is scheduled to expire July 18, 2018, has petitioned the Municipality for a renewal of such franchise; and,

WHEREAS, the Municipality has determined that Franchisee is and has been in substantial compliance with all terms and provisions of its existing franchise and applicable law;

WHEREAS, the Municipality and Franchisee have complied with all Federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal; and,

WHEREAS, the Municipality has approved, after consideration in a full public proceeding affording due process, the character, financial condition, and technical ability of Franchisee; and,

WHEREAS, during said public hearings and proceedings, various proposals of the parties for constructing, maintaining, improving, and operating the Communications System described herein were considered and found adequate and feasible;

WHEREAS, this franchise renewal, as set out below, is non-exclusive and complies with the franchise standards of the New York State Public Service Commission; and,

WHEREAS, imposition of the same burdens and costs on other franchised competitors by the Municipality is a basic assumption of the parties in this Agreement;

THEREFORE

The Municipality and Franchisee agree as follows:

1.0 DEFINITION OF TERMS

1.1 "Affiliate": any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership and control with, the Franchisee.

1.2 “Area Outage”: a total or partial loss of video, audio, data or other signals carried on the “Communications System” in a location affecting five or more subscribers.

1.3 “Cable Act”: Title VI of the Communications Act of 1934, as amended.

1.4 “Cable Service”: the one-way transmission to subscribers of (i) video programming, and (ii) other programming service, including subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service; or as otherwise defined in the Communications Act of 1934, as amended.

1.5 “Capability”: the ability of the “Franchisee” to activate a described technological or service aspect of the “Communications System” without delay.

1.6 “Communications System” (herein also referred to as “**System**”): the facility, which is the subject of this franchise, consisting of antennae, wire, coaxial cable, amplifiers, towers, microwave links, wave guide, optical fibers, optical transmitters and receivers, satellite receive/transmit antennae, and/or other equipment designed and constructed for the purpose of producing, receiving, amplifying, storing, processing, or distributing analog and/or digital audio, video, or other forms of electronic, electromechanical, optical, or electrical signals.

1.7 “Control”: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of Franchisee’s affairs.

1.8 “FCC”: the Federal Communications Commission.

1.9 “Franchise”: the rights and obligations described in this document, and used interchangeably with the term “**Agreement**”.

1.10 “Franchise Fee”: the fee paid by the “Franchisee” to the “Municipality” in exchange for the rights granted pursuant to the “Franchise.”

1.11 “Franchisee”: Cablevision of Wappingers Falls, Inc., and its lawful successors and assignees.

1.12 “Gross Receipts”: The total annual subscription charges actually paid to and received by “Franchisee” from all Cable Service subscribers resident within the Municipality for: (i) “Video Programming” (as defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as amended); (ii) pay television and premium television channels; and (iii) pay-per-view” cable service, but not including amounts collected by “Franchisee” from subscribers for state and federal regulatory fees, taxes, franchise fees, or for access or local programming or other capital costs associated with access and local programming that may be required by this “Agreement”.

1.13 “Municipal Law”: all generally applicable ordinances, laws and regulations, to the extent not inconsistent with the rights and privileges granted herein and preempted by federal or state law or regulation.

1.14 “NYSPSC”: the New York State Public Service Commission or any successor State agency with similar responsibilities.

1.15 “Person”: an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.16 “Service Area”: the present territorial limits of the Municipality located west of the Taconic Parkway.

1.17 “Transfer of the Franchise”: any transaction in which:

1.17.1 a fifty percent (50%) ownership or greater interest in Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that Control of Franchisee is transferred; or

1.17.2 the rights held by Franchisee under the Franchise are transferred or assigned to another Person or group of Persons.

However, notwithstanding Sub-sections 1.17.1 and 1.17.2 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in Franchisee to the parent of Franchisee or to another Affiliate of Franchisee; transfer of an interest in the Franchise or the rights held by Franchisee under the Franchise to the parent of Franchisee or to another Affiliate of Franchisee; any action which is the result of a merger of the parent of Franchisee; or any action which is the result of a merger of another Affiliate of Franchisee.

PART I – THE FRANCHISE

2.0 GRANT OF FRANCHISE

2.1 Franchisee is hereby granted, subject to the terms and conditions of this Agreement, the right, privilege, and authority to construct, operate, and maintain a Communications System within the streets, alleys, and public ways of the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, as now exist and may hereafter be changed.

2.2 Franchisee may erect, install, extend, repair, replace, and retain in, on, over, under, or upon, across and along the public streets, alleys, and ways within the Municipality, and such other areas where authorized by private or public property owners or applicable law, if such authorization is necessary, such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments, and other property and equipment as are necessary and appurtenant to the operation of the System in conformance with Municipal Law. Consistent with federal law, Municipality, insofar as it may have the authority to so grant, hereby authorizes Franchisee to use any and all easements dedicated to compatible uses, such as electric, gas, telephone or other utility transmissions, for the purposes described in this Section 2 and further agrees, on request and at Franchisee’s sole expense, to assist Franchisee in gaining access to and use of such easements.

2.3 Nothing in this Agreement shall be deemed to waive the requirements of Municipal Law regarding permits, fees to be paid to the Municipality for permits or construction, or the manner of construction.

2.4 No privilege nor power of eminent domain shall be deemed to be bestowed by this Agreement other than that conferred pursuant to statutory law.

3.0 NON-EXCLUSIVE NATURE OF THIS FRANCHISE

3.1 This Agreement shall not be construed as any limitation upon the right of the Municipality to grant to other persons rights, privileges, or authorities similar to the rights, privileges, and authorities herein set forth, in the same or other streets, alleys, or other public ways or public places Municipality specifically reserves the right to grant at any time such additional franchises for this purpose as it deems appropriate, subject however, to the provisions of Section 34 of this Agreement. Any such additional franchises and/or other grants of rights to use the streets, alleys or other public ways or public spaces shall not adversely impact the authority granted under this Agreement and shall not interfere, except as permitted by applicable law, with existing facilities of the Communications System.

4.0 TERRITORIAL LIMITS

4.1 The rights and privileges awarded pursuant to this Agreement shall relate to and over the present territorial limits of the Municipality. In the event that any area outside the territorial limits of the Municipality is annexed during the term of this Agreement, the Franchisee shall be authorized to serve such area and, at its option, may extend service therein under the same general terms and conditions that exist in this Agreement.

5.0 FRANCHISE SUBJECT TO LAW AND REGULATION

5.1 All terms and conditions of this Agreement are subject to Federal and State law and to the rules and regulations of the FCC and the NYSPSC, as now exist or may be hereafter amended.

5.2 All terms and conditions of this Agreement are subject to the approval of the NYSPSC to the extent required by applicable law.

5.3 All rights and privileges granted hereby are subject to the police power of the Municipality to adopt and enforce laws, rules and regulations. Expressly reserved to the Municipality is the right to adopt, in addition to the provisions of this Agreement and existing laws, rules, and regulations, such additional laws, rules, and regulations as it may find necessary in the exercise of its police power; provided, however, that such additional laws, rules and regulations are reasonable, properly within the authority of the Municipality to enact, not materially in conflict with the privileges granted in this Agreement, and consistent with all Federal and State laws, rules regulations and orders.

5.4 The Municipality agrees to enforce all applicable law in a non-discriminatory manner against all providers of Cable Service doing business in the Municipality.

5.5 Within sixty (60) days of receipt of formal notification of the Municipality's approval of this Franchise, Franchisee shall file a request for certification of this franchise with the NYSPSC and shall provide the Municipality with evidence of such filing.

5.6 The Supervisor, or other person as designated by the Municipality, shall have responsibility for the continuing administration of the rights and interests of the Municipality under this Franchise. Notwithstanding the foregoing, however, any award or denial of a franchise, revocation, termination or final notice of default shall require vote of the Municipality's governing body.

6.0 CONDITIONS ON USE OF STREETS AND PUBLIC GROUNDS

6.1 Any work which requires the disturbance of any street or which will interfere with traffic shall be undertaken in accordance with Municipal Law.

6.2 No poles, underground conduits or other wire-holding structures shall be erected by Franchisee without the approval of the appropriate municipal official through established permit procedures to the extent that same now or hereafter may exist, with regard to the location, height, type and any other pertinent aspect of such wire-holding facilities; provided however, such approval may not be unreasonably withheld or delayed.

6.3 To the extent commercially practicable, all structures, lines and equipment erected by Franchisee within the Municipality shall be so located as to cause minimum interference with the proper use of streets, alleys, easements and other public ways and places, and to cause minimum interference with rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places. Existing poles, posts and other structures of the electric power company or any telephone company or any other public utility that may be available to Franchisee shall be used to the extent commercially practicable in order to minimize interference with travel. Where both power and telephone utilities are placed underground, and to the extent commercially practicable, Franchisee's cable also shall be placed underground.

6.4 Franchisee shall have the right and authority to remove, trim, cut, and keep clear trees and bushes upon and overhanging all streets, alleys, easements, sidewalks, and public places in the Municipality to the minimum extent necessary to keep same clear of poles, wires, cables, conduits and fixtures.

6.5 In the case of any disturbance of pavement, sidewalk, driveway or other surfacing, Franchisee shall, at its own cost and expense in accordance with Municipal Law, and within thirty (30) days, replace and restore such pavement, sidewalk, driveway or surfacing so disturbed to as good a condition as existed before said work was commenced, to the extent practicable. In the event that any municipal property is damaged or destroyed by Franchisee, such property shall be repaired or replaced by Franchisee within thirty (30) days and restored to as good a condition as existed before said work was commenced, to the extent practicable.

6.6 Franchisee shall ensure that all structures and all lines, equipment and connections, in, over, under and upon streets, sidewalks, alleys and public ways and places of the

Municipality, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, and substantial condition, and in good order and repair.

6.7 In exercising rights pursuant hereto, Franchisee shall not endanger or interfere with the lives of persons, nor interfere with any installations of the Municipality, any public utility serving the Municipality or any other person permitted to use the streets and public grounds, nor unnecessarily hinder or obstruct the free use of the streets and public grounds to the extent practicable. All rights granted for the construction and operation of the System shall be subject to the continuing right of the Municipality, pursuant to Municipal Law, to require such reconstruction, relocation, or change of the facilities and equipment used by Franchisee to provide Cable Service in the streets, alleys, avenues, and highways of the Municipality, as shall be reasonable under the circumstances, necessary in the public interest and without undue interference to the rights and privileges granted Franchisee pursuant to this Agreement.

6.8 Nothing in this Agreement shall hinder the right of the Municipality, under Municipal Law, or any governmental authority to perform or carry on, directly or indirectly, any public works or public improvements of any description. Should the System in any way materially interfere with the construction, maintenance, or repair of such public works or public improvements, Franchisee shall, at its own cost and expense, protect or relocate its System, or part thereof, as reasonably directed by the Municipality and provided Municipality provides at least thirty (30) days' written notice to Franchisee.

6.9 Upon notice and payment as set forth herein by a person holding a building or moving permit issued by the Municipality, Franchisee shall temporarily raise or lower its wires or other property or relocate the same temporarily so as to permit the moving or erection of buildings to the extent practicable. The expenses of any such temporary removal, raising or lowering of wires or other property shall be paid in advance to Franchisee by the person requesting same. In such cases, Franchisee shall be given not less than ten (10) working days prior written notice in order to arrange for the changes required.

7.0 ASSIGNMENT OR TRANSFER OF FRANCHISE

7.1 Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, as amended, no Transfer of the Franchise shall occur without the prior consent of the Municipality, provided that such consent shall not be unreasonably withheld, delayed or conditioned. In considering an application for the Transfer of the Franchise, the Municipality may consider the applicant's: (i) technical ability; (ii) financial ability; (iii) good character; and (iv) other qualifications necessary to continue to operate the Cable System consistent with the terms of the Franchise.

7.2 No consent of the Municipality shall be required for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title or interest of Franchisee in the Franchise or Cable System in order to secure indebtedness, for any transaction in which Franchisee retains the right, title or interest in the Franchise granted herein, or for transactions otherwise excluded under Section 1.17 above.

8.0 DEFAULT, REVOCATION, TERMINATION, ABANDONMENT

8.1 Subject to the other terms and conditions of this Agreement, the Municipality may revoke this Franchise and all rights of Franchisee hereunder for any of the following reasons:

8.1.1 Franchisee fails, after sixty days (60) prior written notice from the Municipality, to comply or to take reasonable steps to comply with a material provision or material provisions of this Agreement. Notwithstanding the above, when Franchisee is once again in compliance, the right to revoke this Agreement shall no longer remain with respect to the condition that precipitated the notice; or

8.1.2 Franchisee takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or files a petition or answer seeking an arrangement or reorganization or readjustment of its indebtedness under Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property, or is adjudged bankrupt by order of decree of a court, or an order is made approving a petition filed by any of its creditors or stockholders seeking reorganization or readjustment of its indebtedness under any law or statute of the United States or of any state thereof; or

8.1.3 Franchisee attempts or does practice a material fraud or deceit in its securing of this Franchise; or

8.1.4 Franchisee practices material fraud or displays repeated negligence in the accurate reporting of information to the Municipality, including but not limited to information pertaining to Franchisee's calculation of the Municipality's Franchise Fee; or

8.1.5 Franchisee fails to pay any legally owed taxes or fees due the Municipality, unless the amount of such payment is part of a good faith dispute or the failure to pay is caused by inadvertent error; or

8.1.6 Franchisee fails to maintain adequate insurance as specified in Section 19 of this Agreement; or

8.1.7 Franchisee fails to obtain the prior approval of the Municipality for transfer or assignment of the Franchise pursuant to Section 7 of this Agreement.

8.2 For purposes of this Agreement the term "material provision" or "material provisions" shall mean the following sections of this Franchise (including any referenced definitions in Section 1): Section 7; Section 10; Section 12.3; Section 15; Section 16; Section 17.

8.3 Notwithstanding the above, no default, revocation or termination shall be effective unless and until the governing board of Municipality shall have adopted an ordinance or resolution setting forth the cause and reason for the revocation and the effective date thereof. The procedures for adoption of such ordinance or resolution shall be as follows: Municipality shall provide sixty (60) days prior written notice to Franchisee of a claim of violation and reasons therefore in sufficient detail for Franchisee to address the particulars of the claim; during said sixty (60) day period Municipality shall cooperate with Franchisee and provide Franchisee an opportunity for Franchisee to cure the alleged violation, or provide a cure plan that reasonably

satisfies the Municipality. If Franchisee has failed to cure after the expiration of said sixty (60) day period or fails to provide a cure plan that reasonably satisfies the Municipality, the Municipality shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice to the Franchisee. Franchisee shall be provided an opportunity to offer evidence and be fully and fairly heard at said public hearing held on the proposed adoption of such ordinance or resolution. Municipality shall obtain and make available to Franchisee, at a reasonable expense to Franchisee, a transcript of said hearing. Franchisee shall have the right to appeal any such administrative decision to a court of competent jurisdiction as Franchisee may choose, and revocation of the Franchise shall not become effective until any such appeal has become final or the time for taking such appeal shall have expired.

8.4 In no event, and notwithstanding any contrary provision in this section or elsewhere in this Agreement, shall this Agreement be subject to default, revocation or termination, or Franchisee be liable for non-compliance with or delay in the performance of any obligation hereunder, where its failure to cure or to take reasonable steps to cure is directly attributable to formal U.S. declaration of war, government ban on the affected obligation, U.S. government sponsored or supported embargo, civil commotion, strikes or work stoppages, fires, terrorist acts, any acts of God or of nature, or other events beyond the immediate control of Franchisee.

8.5 In the event of such circumstances as described in 8.4, Franchisee shall be automatically excused from its obligations herein during the course of any such events or conditions. Franchisee shall take reasonable measures to notify the Municipality of the existence of circumstances described in Section 8.4. The time specified for performance of Franchisee's obligations hereunder shall automatically extend for such reasonable time thereafter as may be necessitated by any such events or conditions.

8.6 Unless otherwise permitted by law and subject to the provisions of this Agreement, Franchisee shall not voluntarily abandon any service or portion thereof required to be provided pursuant to the terms of this Agreement without the prior written consent of the Municipality and the NYSPSC. Deletion or changes to a programming service or functionality of the System shall not constitute abandonment of service for purposes of this Agreement.

8.7 Upon expiration, termination or revocation of this Franchise, Franchisee, at its sole cost and expense and upon direction of the Municipality, shall remove the cables and appurtenant devices constructed or maintained in the public right-of-way in connection with the services authorized herein and provided to subscribers within the Municipality, unless Franchisee, its affiliated entities or assignees should, within six (6) months after such expiration, termination or revocation obtain certification from the FCC to operate an Open Video System or any other federal or state certification or are otherwise authorized to provide service over the System or provided events beyond Franchisee's reasonable control make removal impracticable.

9.0 SEVERABILITY

9.1 With the exception of material provisions as defined in Section 8.2 of this Franchise, should any other provision of this Agreement be held invalid by a court of competent

jurisdiction or rendered a nullity by Federal or State legislative or regulatory action, the remaining provisions of this Agreement shall remain in full force and effect.

10.0 EFFECTIVE DATE AND TERM

10.1 The effective date of this Agreement shall be the date this Agreement is granted a certificate of confirmation by the NYSPSC.

10.2 Subject to Section 10.3, the term of this Agreement shall be ten (10) years from the effective date.

10.3 Should any change to State or Federal law, rules or regulations have the lawful effect of materially altering the terms and conditions under which an operator may provide cable service in the Municipality, then Franchisee may, at its option, request that the Municipality modify this Franchise to ameliorate the negative effects of the change on Franchisee or terminate this Agreement without further obligation to the Municipality. To the extent required by applicable law, modifications to and/or termination of this Agreement shall be subject to NYSPSC review and approval. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then Franchisee may terminate this Agreement without further obligation to the Municipality or, at Franchisee's option, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

PART II -- THE SYSTEM

11.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATIONS

11.1 Franchisee shall take reasonable measures to comply with all applicable federal, State, and local laws and regulations pertaining to the construction, erection, installation, operation, maintenance, and/or repair of the System, including the regulations of the FCC and the NYSPSC, federal and State occupational safety and health regulations, and applicable codes including the National Electric Code, and National Electric Safety Code, all as may now exist or hereinafter amended. In addition, the Franchise shall take reasonable measures to ensure that the System shall meet or exceed all applicable technical and performance standards of federal and State law, including those of the FCC and the NYSPSC, as now exist or hereinafter amended.

12.0 SYSTEM SPECIFICATIONS

12.1 Subject to federal and State law and the rules and regulations of the FCC and NYSPSC, and subject to the System's capability of providing the services and facilities prescribed in this Agreement, the technical design of the System serving the Municipality shall be at the option of Franchisee and as further described in this section.

12.2 All such construction and any subsequent maintenance, repair, or improvement of said System shall use materials of good and durable quality and shall be performed in a safe, workmanlike, thorough, and reliable manner to the extent practicable.

12.3 Franchisee's System shall provide for a minimum channel capacity of not less than 75 channels on the effective date of this Agreement. In accordance with the requirements of the NYSPSC, the exercise of this Agreement shall include reasonable efforts in good faith to maximize the number of energized channels available to subscribers, subject to the rights and obligations granted and imposed by Federal law and regulation, and to the extent economically reasonable and commercially practicable, including Franchisee's right to consider how such actions may impact upon its commercially reasonable rate of return on investment over the remaining term of the Franchise.

12.4 The System shall take commercially reasonable steps to incorporate equipment capable of providing standby powering of the System so as to minimize, to the extent practicable, Area Outages caused by interruption of power furnished by the utility company. The standby powering equipment shall provide for automatic cut-in upon failure of the AC power and automatic reversion to the AC power upon resumption of AC power service. The equipment also shall be so designed as to prevent the standby power source from powering a "dead" utility line.

12.5 The design and construction of the System will include substantial utilization of fiber optic technology.

12.6 The System shall be so designed as to enable Franchisee to provide Cable Service throughout the territorial limits of the Municipality. The System shall be so constructed so as to be capable of providing Cable Service to all residential housing units throughout the territorial limits of the Municipality, subject to the provisions of Section 15.1. The Franchisee shall design the System to be able to offer Cable Service to any commercial or business customer that Franchisee is authorized to serve, subject to the provisions of Section 15.1.2.

13.0 SYSTEM PERFORMANCE STANDARDS

13.1 All Cable Service signals carried by the System shall be transmitted with a degree of technical quality not less than that prescribed by the rules and regulations of the federal and state regulatory agencies having jurisdiction, including but not limited to 47 CFR §76.601. Franchisee shall not be deemed to be out of compliance with this Section 13 to the extent another user of radio spectrum interferes with the signal quality provided by Franchisee to subscribers within the Municipality and Franchisee takes reasonable measures within its control to mitigate signal quality problems.

13.2 Operation of the System shall be such that, except as permitted by applicable law, no harmful interference will be caused to broadcast and satellite television and radio reception, telephone communication, amateur radio communication, aircraft and emergency communications, or other similar installation or communication within the Municipality, provided such communications are authorized and licensed, as required by applicable law.

14.0 SYSTEM MAINTENANCE AND REPAIR

14.1 Franchisee shall establish and adhere to maintenance policies which provide service to subscribers at or above the performance standards set forth herein.

14.2 When interruption of service is necessary for the purpose of making repairs, adjustments, or installations, Franchisee shall do so at such time and in such manner as will cause the least possible inconvenience to subscribers. Unless such interruption is unforeseen or immediately necessary, Franchisee shall give reasonable notice thereof to subscribers.

14.3 Franchisee shall have a local or toll-free telephone number so that requests for Cable Service repairs or adjustments can be received at any time, twenty-four (24) hours per day, seven (7) days per week.

14.4 The response of Franchisee to such requests shall be in accordance with Federal and State law and regulation at a minimum and, at all times, commensurate with Franchisee's responsibility to maintain service to each subscriber with the degree of quality specified herein.

PART III -- THE SERVICE

15.0 GENERAL SERVICE OBLIGATION

15.1 Franchisee shall provide service within the Service Area upon the lawful request of any and all persons who are owners or tenants of residential property within the Service Area, subject to the following:

15.1.1 With the exception of customized installations, all residential structures located along public rights-of-way served by aerial plant within the territorial limits of the Service Area and situated within one-hundred and fifty (150) feet from the trunk or feeder cable shall receive such service at the standard installation charge. Underground installations and aerial installations in excess of 150 feet shall be charged to subscribers at cost.

15.1.2 All commercial structures within the territorial limits of the Service Area shall be able to receive such service, provided the owners or tenants of such structures, and such structures themselves, meet the reasonable requirements and conditions of Franchisee, including any line extension charge for the provision of said service.

15.1.3 Franchisee shall extend the System to provide service to all areas of the Service Area along public rights-of-way which have a density of twenty-five (25) homes per linear mile of aerial cable or greater, or areas with less than 25 homes per linear mile of aerial cable where residents agree to a contribution-in-aid-of construction as per the standards established in Section 895.5 of the rules and regulations of the NYSPSC.

15.2 Franchisee shall not unlawfully discriminate against any person as to the availability, maintenance, and pricing of Cable Service. Nothing herein shall be construed to limit the Franchisee's ability to offer or provide bulk rate discounts or promotions where applicable, to the extent permitted under federal and State law.

15.3 It is agreed that Cable Service offered to subscribers pursuant to this Agreement shall be conditioned upon Franchisee having legal access to any such subscriber's dwelling unit or other units wherein such service is provided.

16.0 MUNICIPAL AND SCHOOL SERVICE

16.1 Subject to Section 15 of this Agreement, upon written request from Municipality, Franchisee shall provide, without charge, one (1) service outlet activated for Basic Service to each School, Public Library, and such other Municipal office buildings as may be designated by the Municipality, within the Service Area, as provided in Exhibit A attached hereto; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, the service recipient shall have the option either of paying Franchisee's direct costs for such extension in excess of five hundred (500) feet, or of releasing Franchisee from the obligation to provide service to such school or public building. Furthermore, Franchisee shall be permitted to recover, from any school or public building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than five hundred (500) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. For underground installations, Franchisee shall charge the recipient Franchisee's actual cost. Such costs shall be submitted to said recipient in writing before installation is begun. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming. Equipment provided by Franchisee, if any, shall be replaced at retail rates if lost, stolen or damaged.

16.2 As used in this Agreement, the terms:

16.2.1 "School" shall mean those educational institutions within the Municipality chartered by the New York State Board of Regents pursuant to the New York Education Law.

16.2.2 "Public Library" shall mean a library established for free public purposes by official action of a Municipality, district, or the legislature, where the whole interest belongs to the public, provided, however, that the term shall not include a professional, technical or public school library.

16.2.3 "Municipal office buildings" shall mean, if located in the Service Area, the Town Hall, its police, fire or ambulance corps buildings but shall not include County and State office buildings.

17.0 PUBLIC, EDUCATIONAL, AND GOVERNMENTAL ACCESS

17.1 Franchisee shall comply with applicable Federal and State law, rules, and regulations pertaining to non-commercial public, educational, and governmental (PEG) access to the System.

17.2 Franchisee shall provide the Municipality and the residents of the Municipality with equitable access to all non-commercial PEG access services provided by Franchisee as part of its PEG access policies, rules, and procedures. Should Franchisee's said policies, rules, and procedures be inconsistent with the standards established in Section 895.4 of the rules of the NYSPSC pertaining to non-commercial governmental, educational or public access, such rules shall govern.

PART IV -- FRANCHISEE'S OBLIGATIONS TO THE MUNICIPALITY

18.0 FRANCHISE FEE

18.1 Beginning sixty (60) days after the effective date of this Agreement, Franchisee shall pay to the Municipality during the term of this Agreement an annual sum equal to five percent (5%) of Franchisee's Gross Receipts for the preceding year, provided however that any obligation (including applicable definitions) specified herein shall be consistent with limits on Franchise Fees established under applicable law and demanded, imposed and enforced against all other providers of Cable Service doing business in the Service Area. Such payment shall be made on an annual basis for the periods January 1 through December 31. Each such payment shall be due no later than sixty (60) days after the close of each such period.

18.2 Each payment shall be accompanied by a report prepared by Franchisee setting out in detail the basis for the computation of the payment.

18.3. Franchisee may, in its sole discretion, apply Franchise Fees paid pursuant to this Agreement against special franchise assessments pursuant to Section 626 of the New York State Real Property Tax Law.

18.4. Municipality or its agent may question and request data concerning the calculation or scope of the franchise fees paid by Franchisee to Municipality pursuant to this Section 18 within three hundred sixty five days (365) days of their payment. For each such payment, after such three hundred sixty five (365) day period has run, Municipality shall be deemed to have accepted Franchisee's payment and waives its rights to challenge the amount or calculation of such payment.

19.0 INDEMNITY AND INSURANCE

19.1 Franchisee shall purchase and maintain the following minimum coverage levels of commercial general liability insurance during the term of this Agreement that will protect Franchisee and the Municipality from any claims against either or both which may arise directly or indirectly as a result of Franchisee's performance hereunder:

- | | |
|--|--------------------------|
| 19.1.1 Personal injury or death: | \$500,000 per person |
| | \$500,000 per occurrence |
| 19.1.2 Property damage: | \$500,000 per occurrence |
| 19.1.3 Excess liability or umbrella coverage: | \$10,000,000 |

19.2 The Municipality shall impose at least the same insurance obligations as those in this Section 19 on all new and renewed providers of Cable Service in the Service Area. In the event any new or renewed franchise agreement contains insurance requirements that are lesser in amount than the obligations imposed in this Section 19, Franchisee's obligations under this Section 19 shall thereafter be reduced to an equivalent amount.

19.3 Franchisee shall indemnify and hold harmless the Municipality, its officers, employees, and agents from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, resulting from bodily injury, property damage or personal injury, brought or recovered, by any act or omission of Franchisee, its agents, employees, contractors and subcontractors in the construction, operation, maintenance, service or repair of the communications System or any portion thereof, or of any failure to comply with any law, ordinance, or regulation, or by reason of any suit or claim for royalties, license fees, or infringement of patent rights arising from Franchisee's performance under this Agreement. Municipality shall promptly notify Franchisee of any claim for which it seeks indemnification, afford Franchisee the opportunity to fully control the defense of such claim and any compromise, settlement resolution or other disposition of such claim, including selection of counsel and by making available to Franchisee all relevant information under Municipality's control. Notwithstanding any provision contained herein and to the contrary, Franchisee shall have no obligation to indemnify or defend the Municipality with respect to any programming provided by the Municipality or from the Municipality's negligence.

19.4 Each insurance policy shall bear the name of the Municipality as an additional insured. The insurance coverage referred to in this Section 19 may be included in one or more policies covering other risks of Franchisee or any of its parent companies, affiliates, subsidiaries or assigns.

19.5 All Franchisee insurance policies and certificates of insurance shall stipulate that the coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the Municipality. If any policy is canceled, it shall be replaced forthwith with insurance that meets the requirements of this Agreement so that there is no lapse in coverage.

19.6 Upon request of the Municipality, Franchisee shall furnish to the Municipality copies of certificates of insurance in conformity with the requirements of this Franchisee.

19.7 Franchisee shall obtain all insurance required pursuant to this Agreement from companies authorized to do business within the state of New York and approved by the Superintendent of Insurance, which companies shall maintain a rating of at least Best's A-. In the event Franchisee's insurance carrier is downgraded to a rating of lower than Best's A-, Franchisee shall have ninety (90) days to obtain coverage from a carrier with a rating of at least Best's A-. The Municipality may, at any time after reasonable notice, review Franchisee's compliance with the provisions of this Section. Should the policies or certificates of insurance provided by Franchisee hereunder differ from accepted insurance industry forms, the Municipality shall have the right to review and approve such policies or certificates, provided such approval shall not be unreasonably withheld.

20.0 RATES AND CHARGES

20.1 Rates and charges imposed by Franchisee for cable television service shall be subject to the approval of the Municipality, the NYSPSC, and the FCC to the extent consistent with applicable State and Federal law.

20.2 Franchisee shall comply with all notice requirements contained in federal and State law, rules, and regulations pertaining to rates and charges for cable television service.

21.0 EMPLOYMENT PRACTICES

21.1 Franchisee will not unlawfully refuse to hire, nor will it unlawfully 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.

22.0 MUNICIPALITY'S RIGHT TO INQUIRE ABOUT AND INSPECT SYSTEM

22.1 The Municipality, at any time, may make reasonable inquiries related to its regulatory responsibilities concerning the operation of the System. Franchisee shall respond to such inquiries in a timely fashion.

22.2 When repeated subscriber complaints cause the Municipality to question the reliability or technical quality of Cable Service, the Municipality shall have the right and authority to test or require Franchisee to test, analyze, and report on the performance of the System consistent with the requirements of NYSPSC Rule 896 (or any subsequently enacted rule relating to testing and reporting of such tests). Franchisee shall cooperate fully with the Municipality in performing such testing.

22.3 At all reasonable times and for the purpose of enforcement of this Agreement, Franchisee shall permit examination by any duly authorized representative of the Municipality, of all System facilities, together with any appurtenant property of Franchisee situated within the Municipality and outside of the Municipality if such property is utilized in the operation of the System serving the Municipality.

23.0 MUNICIPALITY'S RIGHT TO INSPECT FRANCHISEE'S BOOKS AND RECORDS

23.1 The Municipality reserves the right to inspect all pertinent books, records, maps, plans, financial statements and other like material of Franchisee, upon reasonable notice and during normal business hours, subject to the provisions of Section 25.4.

23.2 If any of such information is not kept in the Municipality, or upon notice Franchisee is unable to provide the records in the Municipality, and if the Municipality shall determine that an examination of such maps or records is necessary or appropriate to the performance of the Municipality's responsibilities under this Agreement, then all travel and maintenance expenses, in excess of one-hundred miles (100) miles per day, necessarily incurred in making such examination shall be paid by Franchisee.

24.0 REPORTS TO BE FILED BY FRANCHISEE WITH THE MUNICIPALITY

24.1 Upon request of the Municipality, Franchisee shall make available to the Municipality a copy of any technical, operational, or financial report Franchisee submits to the

NYSPSC, the FCC, or other governmental entities that concern Franchisee's operation of the System in the Municipality, subject to the provision of Section 25.4.

24.2 Upon request, Franchisee shall furnish to the Municipality such additional information and records with respect to the operation of the System in the Municipality, and the Cable Service provided to the Municipality under this Agreement, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Municipality in connection with this Agreement.

24.3 Subject to the requirements of Section 895.1(t) of the NY PSC rules and regulations, any valid reporting requirement in this Franchise may be satisfied with system-wide statistics, except those related to Franchise Fees and consumer complaints.

25.0 MANDATORY RECORD KEEPING

25.1 Franchisee shall comply with all record keeping requirements established by Federal and State law, rules, and regulation.

25.2 The Franchisee shall maintain a full and complete set of plans, records, and "as built" maps showing the exact location of all cable installed or in use in the Municipality, exclusive of subscriber service drops. Municipality specifically recognizes that "as built" maps submitted pursuant to this Section 25.2 shall be treated as confidential and proprietary, in accordance with the provisions of this Section 25 and applicable law.

25.3 All records, logs, and maps maintained pursuant to this Agreement shall be made available to the Municipality or its designee during Franchisee's regular business hours upon reasonable request, subject to the provisions of Section 25.4 through 25.6 and applicable privacy laws.

25.4 Except: (a) publicly available information, including materials filed by Franchisee with governmental agencies for which no confidential treatment has been requested; (b) as indicated in writing by Franchisee; or (c) as provided by applicable law, Municipality shall treat all materials submitted by Franchisee as confidential and proprietary and shall make them available only to those persons who must have access to such information in order to perform their duties on behalf of the Municipality.

25.5 In the event Municipality receives request for disclosure of information provided by Franchisee to Municipality that Municipality believes in good faith it must provide under law, then Municipality shall provide Franchisee with written notice of such request as soon as possible prior to disclosure to allow Franchisee to take such measures as it deems appropriate to redact records submitted to Municipality in an unredacted form and/or to seek judicial or other remedies to protect the confidentiality of such information.

25.6 If Franchisee determines in its sole discretion that information requested by Municipality contains proprietary or confidential data, or if records requested by Municipality must be kept confidential under applicable law, Franchisee may present redacted versions of documents responsive to Municipality's request.

26.0 MUNICIPAL EMERGENCIES

26.1 Franchisee shall comply with the Emergency Alert System (“EAS”) requirements of the FCC and the State of New York, including the NYSPSC’s rules and regulations and the current New York EAS Plan in order that emergency messages may be distributed over the System.

PART V -- FRANCHISEE’S OBLIGATIONS TO SUBSCRIBERS AND CUSTOMER SERVICE REQUIREMENTS

27.0 COMPLIANCE WITH FEDERAL AND STATE LAW AND REGULATION

27.1 Franchisee shall comply with all Federal and State laws and regulations that regulate Franchisee’s customer service responsibilities.

28.0 EMPLOYEE IDENTIFICATION/TRAINING

28.1 Each employee of Franchisee entering upon private property, including employees of contractors and subcontractors employed by Franchisee, shall have on their person, and shall produce upon request, picture identification that clearly identifies the person as a representative of Franchisee and, notwithstanding any local law, shall display such identification when entering upon private property for the purpose of installing, repairing, soliciting or removing services.

28.2 Franchisee shall provide proper training for employees and shall institute policies and procedures that foster courteous and professional conduct.

28.3 Notwithstanding any other provision of law regulating door-to-door solicitation or other sales activities undertaken on public or private property within the Municipality, including any licensing or permit obligations required for such activities, the obligations set forth in this section shall be the sole conditions governing the authorization and identification required for the entrance onto public or private property imposed upon Franchisee or its employees, agents, contractors or subcontractors for the purpose of selling, marketing or promoting services offered by Franchisee to residents of the Municipality.

29.0 REQUIREMENT FOR ADEQUATE TELEPHONE SYSTEM

29.1 Franchisee shall utilize a telephone system that shall meet, at a minimum, the standards set by federal and State law.

29.2 Franchisee shall have the ongoing responsibility to take reasonable measures to ensure that the telephone system utilized meets the reasonable customer service needs of its subscribers. In evaluating the performance of Franchisee under this section, the Municipality may review telephone systems in use in other jurisdictions by other cable companies, cable industry-established codes and standards, pertinent regulations in other jurisdictions, evaluations of telephone system performance commonly used in the industry, and other relevant factors.

30.0 MISCELLANEOUS PROVISIONS

30.1 Franchisee shall ensure that the subscriber's premises are restored to their pre-existing condition if damaged by Franchisee's employees or agents in any respect in connection with the installation, repair, or disconnection of Cable Service. The Franchisee shall be liable for any breach of provisions of this Agreement by its contractors, subcontractors or agents.

30.2 The Municipality shall have the right to promulgate new, revised or additional reasonable consumer protection standards, and penalties for Franchisee's failure to comply therewith, consistent with the authority granted under Section 632 of the Cable Act (47 U.S.C. Sec. 552).

30.3 Nothing in this Agreement is intended to or shall confer any rights or remedies on any third parties to enforce the terms of this Agreement.

30.4 Municipality shall, without further consideration, execute and deliver such further instruments and documents and do such other acts and things as Franchisee may reasonably request in order to effect and confirm this Agreement and the rights and obligations contemplated therein.

30.5 This Agreement supersedes all prior agreements and negotiations between Franchisee and Municipality and shall be binding upon and inure to the benefits of the parties and their respective successors and assigns.

30.6 This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

31.0 NOTICE

31.1 Notices required under this Agreement shall be in writing and shall be mailed, first class, postage prepaid, to the addresses below. Either party may change the place where notice is to be given by providing such change in writing at least thirty (30) days prior to the time such change becomes effective. The time to respond to notices under this Agreement shall run from receipt of such written notice.

Notices to the Franchisee shall be mailed to:

Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Vice President, Government Affairs - New York

With a copy to:

Cablevision of Wappingers Falls, Inc.
c/o Altice USA, Inc.
1 Court Square West
Long Island City, NY 11101
Attention: Legal Department

Notices to the Municipality shall be mailed to:

Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
Attention: Town Supervisor

Notwithstanding anything herein to the contrary, regulatory notices from the Franchisee to the Municipality which are required pursuant to 47 C.F.R. Part 76 may be served electronically upon the Municipality, instead of by first class mail as described above, to an email address provided by the Municipality.

PART VI -- GUARANTEE OF FRANCHISEE'S PERFORMANCE

32.0 PERIODIC PERFORMANCE EVALUATION SESSIONS

32.1 Upon sixty (60) days prior notification by the Municipality, Franchisee shall be prepared to participate in a meeting or series of meetings evaluating the performance of its Cable Service under this Agreement. The timing of such performance evaluation sessions shall be solely in the discretion of the Municipality; however, each such evaluation shall not be initiated sooner than one year after the close of a previously conducted performance evaluation, absent repeated and material customer complaints. All performance evaluation meetings shall be open to the public.

32.2 Not less than thirty (30) days prior to any performance evaluation, Municipality shall provide notice to Franchisee of the topics that it wishes to address. Topics which may be discussed at any performance evaluation shall be within the regulatory authority of Municipality and reasonably related to the offering of Cable Service in the Municipality, and may include System performance, compliance with this Agreement and applicable law, customer service and complaint response, services provided, fees described in this Agreement, free services, applications of new technologies, and judicial, federal or State filings.

32.3 During review and evaluation, Franchisee shall fully cooperate with the Municipality and shall provide such information, and documents, as the Municipality may reasonably need to perform its review, subject to the provisions of Section 25 of this Agreement.

32.4 Each performance evaluation session shall be deemed to have been completed as of the date the Municipality issues a final report on its findings.

32.5 No evaluation session may be the basis of a revocation proceeding, nor shall notice to Franchisee of such a session constitute the notice required under Section 8.3 of this Agreement.

33.0 EFFECT OF MUNICIPALITY'S FAILURE TO ENFORCE FRANCHISE PROVISIONS

33.1 Franchisee shall comply with any and all provisions of this Agreement and applicable local, State and Federal law and regulation. Once a breach of a provision or

provisions is identified by the Municipality, and Franchisee is finally adjudged to have breached a provision or provisions as provided in this Agreement, the revocation provisions of this Agreement shall pertain as applicable.

33.2 Any claims arising out of any actual breach of this Agreement shall be effective from the date such breach is found to have commenced and notice is provided as in Section 8. Franchisee's responsibility to cure any such breach shall not be diminished by the failure of the Municipality to enforce any provision of this Agreement, provided however that any action for past liability based on Franchisee's failure to cure such breach, pursuant to the procedures outlined in Section 8 and provided however that the claimed breach has occurred no later than three (3) years prior to Municipality providing notice to Franchisee.

34.0 COMPETITIVE FAIRNESS

34.1 In the event that the Municipality grants or renews another franchise(s), or similar authorization(s), for the construction, operation and maintenance of any communication facility within the Service Area which shall offer substantially equivalent services to those offered by Franchisee over the System, it shall not make the grant or renewal on more favorable or less burdensome terms than are contained herein. The Municipality shall provide Franchisee written notice of any public hearing or other official action related to such proposed grant or renewal of a franchise or similar authorization. If Franchisee finds that a proposed franchise, franchise renewal or similar authorization contains provisions imposing less burdensome or more favorable terms than are imposed by the provisions of this Agreement, then Franchisee will identify those terms to the Municipality in writing in advance of any vote to adopt the franchise, franchise renewal or similar authorization and, if the Municipality approves such franchise, franchise renewal or similar authorization for the other provider with the identified terms, or any subsequent modification thereof, then those terms shall become the operative terms in this Agreement, in lieu of existing terms, upon the effective date of the other franchise, franchise renewal or similar authorization.

34.2 In the event that a non-franchised multi-channel video programmer/distributor provides service to residents of the Municipality within the Service Area, the Franchisee shall have a right to petition for Franchise Agreement amendments that relieve the Franchisee of burdens that create a competitive disadvantage to the Franchisee. Such petition shall: i) indicate the presence of a non-franchised competitor(s); ii) identify the basis for Franchisee's belief that certain provisions of the Franchise Agreement place Franchisee at a competitive disadvantage; iii) identify the provisions of this Agreement to be amended or repealed in order to eliminate the competitive disadvantage. The Municipality shall not unreasonably deny Franchisee's petition.

34.3 Nothing in this Section 34 shall be deemed a waiver of any remedies available to Franchisee under federal, state or Municipal Law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. Section 545.

35.0 APPROVAL OF THE NYSPSC

35.1 The terms of this Agreement, and any subsequent amendments hereto, are subject to applicable federal, state and local law, the Rules and Regulations of the FCC, the NYSPSC,

and any other applicable regulatory body with appropriate jurisdiction. Further, the terms of this Franchise Agreement and any subsequent amendments are subject to the approval of the NYSPSC.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement as of the date written below.

TOWN OF KENT

BY: _____
Supervisor

CABLEVISION OF WAPPINGERS FALLS, INC.

By: _____
Lee Schroeder, Executive Vice President, Government & Community Affairs

Date: _____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

EXHIBIT A

MUNICIPAL BUILDINGS TO BE PROVIDED FREE CABLE SERVICE

There are currently no municipal free service locations located in the Service Area at this time.

Subject: Agenda Item: Additional Lifeguard hires for 2018

Date: Monday, June 18, 2018 at 12:11:50 PM Eastern Daylight Time

From: Lcpd Clerk

To: Maureen Fleming

CC: Tamara Harrison

Andrea would like to have the following additional lifeguards placed on the agenda for hire for the summer 2018 season.

Christopher Vozella \$12.00 (returning guard)

Vincent Zappolo \$10.50 (returning guard)

Jenna Dzubak \$10.40 (new hire)

Lilly O'Hara \$10.40 (new hire)

Thank you.

Heidi Link

Town of Kent, NY

Lake Carmel Park District Clerk

25 Sybil's Crossing

Kent Lakes, NY 10512

Telephone: (845) 306-5602

Fax: (845) 225-5130

lcpdclerk@townofkentny.gov

www.townofkentny.gov/lcpd_home.htm

Subject: Lake Tibet Park District #2 - Official Board of Directors Update
Date: Friday, June 15, 2018 at 10:51:38 AM Eastern Daylight Time
From: Dorian D'Ausilio
To: Lana Cappelli
CC: Maureen Fleming, May Katz, Vivian Gufarotti, Brian Lewis, Liz Baird
Category: Kent Residents

Lana,

Please let this note serve as an official notice of the Lake Tibet Board of Directors update for this coming Tuesday's agenda.

Please accept the resignation of Suzie Gaita and Lisa Tekula at this time. Suzi's note is below and we are waiting for a resignation letter from Lisa.

Please add Liz Baird and Vivian Gufarotti officially to the board.

The board currently consists of:

Dorian D'Ausilio
May Katz
Liz Baird - waiting to be approved
Vivian Gufarotti - waiting to be approved
Brian Lewis

Please take this forward at the meeting on Tuesday for Lake Tibet.

Thank you kindly for your guidance and support.

Sincerely,
Dorian D'Ausilio
Lake Tibet Chair

Note: Suzi's letter of resignation

Hi Dorian

I am hoping this email can serve as my resignation from the board of "Lake Tibet "

With my current hours at work I feel it is not possible to properly serve the members of our lake association at this time.

It was a great opportunity for the last several years and I will be more than happy to help out where possible.

Sincerely,

Susan "Suzi" Gaita

Subject: Kent Community Day - Amusement Proposals

Date: Monday, June 18, 2018 at 3:05:41 PM Eastern Daylight Time

From: Recreation

To: Maureen Fleming

Supervisor Fleming,

As per our discussion earlier today, I have been in contact with 12 event companies regarding proposals for inflatable amusements for Kent Community Day. Four of these companies submitted proposals for the event, all of which are attached to this e-mail.

After careful review of these proposals it is my recommendation that we accept that of New England Bounce About. While this company did not have the lowest quote, they did come in with the lowest per-amusement cost and what I believe to be the best variety of amusements. That, combined with the phenomenal work they have done for us at our last three Kent Community Days, and it is my belief that they offer us the best value for amusement services for this event.

If this item could be addressed at the board meeting on Tuesday the 19th of June so that we can secure these amusements for our event taking place on September 8th, that would be most appreciated.

Thank you and please let me know if you require anything further.

Jared Kuczenski

Acting Director of Recreation & Parks

Kent Recreation & Parks

845-531-2100



1707 Rt. 6
Carmel, NY 10512

Entertainment Inc.

www.rentakidsparty.com

www.rentaparty.com

(845) 226-2003

(845) 228-0890

Fax (845) 225-3853

Invoice

Date	Invoice #
4/2/2018	2689

CUSTOMER
Town Of Kent Jared Kuczenski 25 Sybil's Crossing Kent Lakes, NY 10512 845-531-2100

EVENT LOCATION
Edward Ryan Memorial Park 43 Park Rd. Carmel NY 10512 845-531-2100

DATE OF EVENT	TYPE OF EVENT	GUEST OF HONOR	MAX # OF CHILDREN
	9/8		

ITEM	DESCRIPTION	EVENT TIME	TOTAL
Extreme Rush Obstacle Course	77' Long Extreme Rush Obstacle Course with Giant Slide staffed 5hr. with personnel	12-5	1,180.00
Sumo Suits rental	Sumo Wrestling ages 14 and older only w/staff 5hr	12-5	395.00
Stilt Walker	4hr. Stiltwalker/juggler/unicyclist	12-4pm	795.00
Caterpillar Craze	5hr. w/personnel Caterpillar Craze	12-5	615.00
	9'Wx10'Hx28'L Double Slide		
Farmland Fun Center	5 hr. Farmland Fun Center inflatable with personnel 21'4'L x 24' W x 11'4' H	12-5	615.00
Joust	5hr Joust Rental with personnel	12-5	465.00
Kool Kat staffed	45" Obstacle Slide with staff 5hr	12-5	535.00
Hoop Shot	Inflatable Basketball Game 5hr w/attendant	12-5	280.00
Electric generator 65k	electric generator 65k		300.00
Electric generator 65k	electric generator 65k		300.00
Electric generator 65k	electric generator 65k		300.00
Electric generator 30k	electric generator 30k		200.00
THANK YOU FOR CONSIDERING JUST 4 FUN ENTERTAINMENT FOR YOUR EVENT!		Total	
		Payments/Credits	
		Balance Due	

Just For Fun will not be held responsible for untimely arrivals due to conditions beyond business control (e.g., road traffic and inclement weather).

Customer Signature _____

Please sign acknowledging that you have read and understand all terms and conditions of contract. Return signed copy.
By signing above, I authorize Just For Fun Entertainment, Inc., to make appropriate charges to my credit card.



Just 4 Fun Entertainment Inc.

www.rentakidsparty.com

www.rentaparty.com

1707 Rt. 6
Carmel, NY 10512

(845) 226-2003

(845) 228-0890

Fax (845) 225-3853

Invoice

Date	Invoice #
4/2/2018	2689

CUSTOMER

Town Of Kent
Jared Kuczenski
25 Sybil's Crossing
Kent Lakes, NY 10512
845-531-2100

EVENT LOCATION

Edward Ryan Memorial Park
43 Park Rd.
Carmel NY 10512
845-531-2100

DATE OF EVENT	TYPE OF EVENT	GUEST OF HONOR	MAX # OF CHILDREN
	9/8		

ITEM	DESCRIPTION	EVENT TIME	TOTAL
INFL. Deposit Request	A 50% NON-REFUNDABLE DEPOSIT IS REQUIRED TO RESERVE. PLEASE REMIT \$2990.00 DEPOSIT WILL BE HONORED FOR FUTURE USE 6 MONTHS FROM DATE OF EVENT IF INFLATABLE IS CANCELED THE DAY PRIOR TO EVENT DUE TO INCLEMENT WEATHER. IF CANCELED DUE TO INCLEMENT WEATHER ON DAY OF EVENT, DEPOSIT WILL REMAIN NON-REFUNDABLE WITHOUT EXTENSION AND RAIN WILL NOT BE AN EXCEPTION. INFLATABLES CAN NOT BE SET UP OR USED IN LIGHT OR HEAVY RAIN. INFLATABLES ALSO CANNOT BE SET UP IN WINDS EXCEEDING 20MPH PLEASE MAKE SURE THERE ARE NO UNDERGROUND ELECTRICAL LINES, GAS LINES, OR SEPTIC TANKS IN SET UP AREA. FOR TALL RIDES: PLEASE ALSO MAKE SURE THERE ARE NO LOW HANGING OVERHEAD ELECTRICAL LINES OR TREE BRANCHES.		0.00
Set up area			0.00
THANK YOU FOR CONSIDERING JUST 4 FUN ENTERTAINMENT FOR YOUR EVENT!		Total	
		Payments/Credits	
		Balance Due	

Just For Fun will not be held responsible for untimely arrivals due to conditions beyond business control (e.g., road traffic and inclement weather).

Customer Signature _____

845-228-0890
Please sign acknowledging that you have read and understand all terms and conditions of contract. Return signed copy.
By signing above, I authorize Just For Fun Entertainment, Inc., to make appropriate charges to my credit card.

Page 2



Entertainment Inc.

www.rentakidsparty.com

www.rentaparty.com

1707 Rt. 6
Carmel, NY 12590

1707 Rt. 6
Carmel NY 10512

(845) 226-2003

(845) 228-0890

Fax (845) 225-3853

Invoice

Date	Invoice #
4/2/2018	2689

CUSTOMER
Town Of Kent Jared Kuczenski 25 Sybil's Crossing Kent Lakes, NY 10512 845-531-2100

EVENT LOCATION
Edward Ryan Memorial Park 43 Park Rd. Carmel NY 10512 845-531-2100

DATE OF EVENT	TYPE OF EVENT	GUEST OF HONOR	MAX # OF CHILDREN
	9/8		
ITEM	DESCRIPTION	EVENT TIME	TOTAL
Set Up Grass	Set up will be on grass surface. Sales Tax		0.00 0.00
THANK YOU FOR CONSIDERING JUST 4 FUN ENTERTAINMENT FOR YOUR EVENT!		Total	\$5,980.00
		Payments/Credits	
		Balance Due	

Just For Fun will not be held responsible for untimely arrivals due to conditions beyond business control (e.g., road traffic and inclement weather).

Customer Signature _____

Please sign acknowledging that you have read and understand all terms and conditions of contract. Return signed copy.
By signing above, I authorize Just For Fun Entertainment, Inc., to make appropriate charges to my credit card.

New England Bounce About

2 Sand Cut Rd - Unit 4, Brookfield, CT 06804

Phone: (203) 364-0078

Website: <http://www.nebounceabout.com> Email: info@nebounceabout.com

QUOTATION

QuoteNo Q1
Date 4/2/2018
User Doug Muckell

Contact Jared Kuczenski
Phone 845-531-2100
Email recreation@townofkentny.gov
Start Date 9/8/2018 9:00:00 AM
End Date 9/8/2018 5:00:00 PM
Notes

InvNo	Name	Qty	Total
BR01	Bungee Run	1	\$425.00
CRASH01	Crash Course Obstacle Course	1	\$999.00
MARL01	Marlin Splash Slide	1	\$699.00
GEN01	Generator	5	\$500.00
ST01	Child Supervision	50	\$1,250.00
UFO	UFO Combo	1	\$399.00
TROP01	Polynesian Plunge (The Plunge)	1	\$899.00
FUNEXP01	Fun Express Train	1	\$350.00
SPH1	Human Sphere	1	\$699.00
FSTATION	Fire Station	1	\$375.00
M5	Modular 5-1	1	\$375.00
DBIGK	Dual Lane Big Kahuna	1	\$599.00

Order Subtotal: \$7,569.00
Discount (20.00%): (\$1,513.80)
Delivery Charge: \$0.00
TOTAL: \$6,055.20



The Event Rental Specialists
of the Hudson Valley
www.partytime-rentals.com

2575 Route 55
Poughquag, NY 12570
845-226-2447

Rented To: Town Of Kent Recreation 25 Sybil's Crossing Kent NY 10512	Delivery Location: Community Day Edward Ryan Memorial Ark 43 Pak Rd Carmel NY 10512	Ticket# Bid# 145205 Loc 100
Ordered by: Phone: W (845) 531-2100	PO/Job # Surface 0	Event Date: 09/08/18 Saturday

Qty	Item	Description	Rental Rate	Total
-----	------	-------------	-------------	-------

		need power for 9 outlets Event noon - 5pm		
1	2291-0000	Barnyard Petting Zone	325.00	325.00
1	2001-0000	Beagle Belly Bounce	275.00	275.00
1	2459-0000	Toxic Rock Climb Slide	750.00	750.00
1	2464-0000	Whack A Mole	275.00	275.00
1	2331-0000	Hippo Chow Down	595.00	595.00
		Missing Balls Will Be Charged A \$10 Replacement Fee Per Ball		
1	2415-0000	Last Man Standing	450.00	450.00
1	2437-0000	World Of Games	650.00	650.00
1	2200-0000	20' Dual Lane Slide	500.00	500.00
1	2911-0001	Generator - 50KVA Super Quiet	400.00	400.00
		Gas Level Out: E 1/4 1/2 3/4 F		
		Gas Level In: E 1/4 1/2 3/4 F		
		Metered Out Time _____ In Time _____		
		Price Includes 8 Hrs Usage		
		Add'l Usage Billed At \$50/Hr Plus Fuel		
1	2920-0000	PE6/4 50AMP CS63-50' Locking E	25.00	25.00
1	2900-0000	DB100NP-Aff-S3 - 5 Nema L21-20	120.00	120.00
3	2901-0000	Db-20-QD50GF-60FT	40.00	120.00
1	10512	Delivery Carmel	60.00	60.00
10	ATT003	Attendant - Included	100.00	1000.00
1	GENDEL	Generator Delivery -Round Trip	200.00	200.00

General Policy reminders:
Cancellation: Once rented items are delivered or installed or accepted by customer, no refunds will be given whether equipment was used or not. Orders confirmed prior to delivery or customer pickup are subject to 25% cancellation fee.
Late Returns: Any rental return after our date will be charged at the daily rate.
Cleaning: A charge will be added for items requiring cleaning upon return to PartyTime Rentals.
Damage: A charge will be added for items requiring repair due to customer abuse, neglect or other. See Damage Waiver.
Inflatables: Inflatable rentals are cancellable for a full refund due to the inclement weather the day of your event prior to delivery.
Tents: We are not responsible for damage to underground or hidden sprinkler systems or other structures.

I HAVE READ THIS ENTIRE RENTAL CONTRACT FRONT AND BACK AND AGREE BY SIGNATURE BELOW TO ALL CONDITIONS SET FORTH. ANY CHANGES OR ADDITIONS TO THIS RENTAL CONTRACT DURING EXECUTION OF THE EVENT MAY RESULT IN ADDITIONAL CHARGES THAT I AGREE TO HAVE CHARGED TO MY CREDIT CARD ON FILE.

X

CUSTOMER ACCEPTANCE SIGNATURE PRINT DATE
By my signature above I hereby authorize PartyTime Rentals to charge against my MasterCard, Visa, Discover or American Express any costs, expenses or charges for rental cancellations, cleaning, and/or damages to any items rented and/or full replacement value of any items destroyed or not returned to PartyTime Rentals.

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Page 1





The Event Rental Specialists
of the Hudson Valley
www.partytime-rentals.com

2575 Route 55
Poughquag, NY 12570
845-226-2447

Rented To:	Delivery Location:	Ticket#
Town Of Kent Recreation 25 Sybil's Crossing Kent NY 10512	Community Day Edward Ryan Memorial Ark 43 Pak Rd Carmel NY 10512	Bid# 145205 Loc 100
Ordered by: Phone: W (845) 531-2100	PO/Job # Surface 0	Event Date: 09/08/18 Saturday

Qty	Item	Description	Rental Rate	Total
30	FUE002	Fuel - Diesel/Gallon	6.50	195.00

----- Payments -----

General policy reminders:
Cancellation: Once rented items are delivered/installed or accepted by customer, no refunds will be given unless equipment was used or not.
Late Returns: Any rental return after due date will be charged at the daily rate.
Cleaning: A charge will be added for items requiring cleaning upon return to PartyTime Rentals.
Damage: A charge will be added for items requiring repair due to customer abuse, neglect or other. (See Damage Waiver)
Inflatables: Inflatables are cancellable for a full refund due to the inclement weather the day of your event prior to delivery.
Tents: We are not responsible for damage to underground or hidden sprinkler systems or other structures.

I HAVE READ THIS ENTIRE RENTAL CONTRACT FRONT AND BACK AND AGREE BY SIGNATURE BELOW
TO ALL CONDITIONS SET FORTH. ANY CHANGES OR ADDITIONS TO THIS RENTAL CONTRACT DURING
EXECUTION OF THE EVENT MAY RESULT IN ADDITIONAL CHARGES THAT I AGREE TO HAVE CHARGED TO
MY CREDIT CARD ON FILE.

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Page 2



Rentals	4,485.00
Sales	1,395.00
Delivery/Other	60.00
Damage Waiver	0.00
Env. Charges	0.00
Sales Tax	0.00
Total	5,940.00

Total Paid	0.00
Est Amount Due	5,940.00



www.sendinthecrowns.com



50 Nassau Terminal Road, New Hyde Park, New York, 11040
Phone: 516-354-1515/914-524-0055 718-353-8446 Fax: 516-354-1522

Proposal

Ref #: 28500

Customer and Contact Name:

TOWN OF KENT RECREATION & PARKS DEPT. [JARED KUCZENSKI]

25 SYBIL'S CROSSING

KENT LAKES, New York 10512

Contact Phone: 845 531 2100

Event Location:

Edward Ryan Memorial Park,

43 Park Road

Carmel, New York 10512

United States

Event Date(s):

Saturday, September 8th, 2018 12:00PM to

Saturday, September 8th, 2018 5:00PM

Number of Guests: 2000 **Surface:** Outdoors

Billing Summary:

Sub-Total:	\$7,500.00
Discount:	-\$1,750.00
Total:	\$5,750.00
Deposit Required:	\$2,875.00
Deposit Due By:	04/12/2018
Balance Remaining Before Deposit:	\$ 5,750.00
Balance Due By:	09/08/2018

Sales Rep: Lindsey Morrison

Services/Equipment Rented

5 in 1

- World Of Disney 5 IN 1

Obstacle Course

- 8th Element
- The Wild One

Slides

- Double Giant

Generators

- [3] Generator Must Be With Gates [Complimentary]

Mechanical Rides

- Hard Rockwall WITH BELAYS
- Trackless Train

Sports Action Units

- Hippo Chow Down

Toddler Center

- ANIMAL KINGDOM

4/16/2018

Print Job



Send In The Clowns Entertainment Corp.
 Phone: 516-354-1515/914-524-0055
 Fax: 516-354-1522
 Email: info@sendintheclowns.com
 www.sendintheclowns.com

Invoice 0

Reference: 28500
 Invoice Date: 04/16/2018
 Due Date:

Billing Info

TOWN OF KENT RECREATION & PARKS DEPT.
 ATTN: JARED KUCZENSKI
 25 SYBIL'S CROSSING
 KENT LAKES, New York 10512
 845 531 2100

Event Info

Edward Ryan Memorial Start: Sat, 09/08/2018
 Park, 12:00PM
 43 Park Road End: Sat, 09/08/2018 5:00PM
 Carmel, New York 10512

Item	Qty	Total \$
Edward Ryan Memorial Park,		\$5,750.00
	Total	\$5,750.00
	Payments Received	\$0.00
	Remaining Balance	\$5,750.00
	Minimum Due	\$0.00

Send In The Clowns Entertainment Corp., 50 Nassau Terminal Road, New Hyde Park, New York 11040

Subject: Kent Community Day - Tables/Tents/Chairs Proposals

Date: Monday, June 18, 2018 at 3:25:36 PM Eastern Daylight Time

From: Recreation

To: Maureen Fleming

Supervisor Fleming,

As per our discussion earlier today, I have been in contact with 10 event companies regarding proposals for tables, tents and chairs for Kent Community Day. Four of these companies submitted proposals for the event, all of which are attached to this e-mail.

After careful review of these proposals it is my recommendation that we accept that of Party-Time Rentals. They came in with the least expensive proposal and have also done great work for us and provided us with quality items over the past few years.

If this item could be addressed at the board meeting on Tuesday the 19th of June so that we can secure these amusements for our event taking place on September 8th, that would be most appreciated.

Thank you and please let me know if you require anything further.

Jared Kuczenski

Acting Director of Recreation & Parks

Kent Recreation & Parks

845-531-2100

All Season Party & Tent Rentals

2 Main Street Redding CT 06896
203-587-1600

Page : 1

RENTED/SOLD TO

DELIVERY INFORMATION

CONTRACT INFORMATION

() Date: 03/31/18 TOWN OF KENT RECREATION & PARK DEPT. 25 SYBIL'S CROSSING KENT LAKES NY 10512- 845-531-2100 FAX : 845-531- PO No.: Drv. Lic #: 8455312100	LOUIS M. FERNANDEZ EDWARD RYAN MEMORIAL PARK 43 PARK ROAD CARMEL NY 10512- 845-531-2100 Delivery Date: FRI 09/07/18 XX:X M Pick Up Date: MON 09/10/18 XX:XX M Job Location: /	Contr. #: 7096 Inv. #: Date/Time Out: FRI 09/07/18 XX:X M Date/Time Due: MON 09/10/18 Written By: TC
---	--	---

recreation@townofkentny.gov

ITEMS RENTED AND/OR SOLD

RESERVATION CONTRACT

Qty.	Code	Description	Rate	Amount
R 100	CS0002	CHAIR WHITE PLASTIC FOLDING	1.50	150.00
R 9	TA0060	TABLE 60" ROUND	9.00	81.00
R 30	TA0008	TABLE 8' RECT	9.00	270.00
R 1	TN0047	TENT 20 X 30 FRAME(ON GRASS)	500.00	500.00
R 1	TN0060	TENT 30 X 30 FRAME(ON GRASS)	675.00	675.00
R 1	TN0046	TENT 20 X 20 FRAME(ON ASPHALT)	425.00	425.00
R 4	TN0070	WEIGHTS FOR TENTS	25.00	100.00

Event date: September 8, 2018.

Rain date: September 9, 2018

Rental	2201.00
Delivery Charges	75.00
Sub Total	2276.00
6.350% Sales Tax	144.52
Total Amount	2420.52
Advance Payment	0.00
Balance Due	2420.52
Adv. Payment XXX	

Lessee's Signature: **X**_____

50% DEPOSIT TO CONFIRM
PAYMENT IN FULL WEEK OF DELIV

Printed on 04/02/18 07:00:44 PM

Durants Party Rentals (Nw)
 New Windsor Location
 532 Temple Hill Road
 New Windsor, NY 12550
 (845)391-8700



BID

Rented To:	Delivery Location:	Ticket#
Town Of Kent Recreation Dept 25 Sybil's Crossing Kent Lakes NY 10512 H (845) 531-2100 O (845) 225-5130	Edward Ryan Memorial Park 43 Park Road Carmel NY 10512	Bid# 102858084 Loc NW 
Ordered by: Jared Kuczenski	Purchase Order:	Event: 09/08/18 Sat LM LM

Qty	Item	Description	Rental Rate	Total
-----	------	-------------	-------------	-------

09/08

Deliver and set up on Friday Sept. 7th. Time Tbd

1	0965	Tent Frame 20X20	450.00	450.00
5	1066	Counterweight Giffy Barrels 66	75.00	375.00
<i>These Barrels Must Be Filled At The Tent Site With Water Provided By The Customer!</i>				
1	0966	Tent Frame 20X30	525.00	525.00
1	0974	Tent Frame 30X30	775.00	775.00
9	0288	Table 60" Round	9.00	81.00
30	0598	Table 8' X 30"	9.00	270.00
100	0683	Chair Plastic Grey	1.50	150.00
1	10512	Carmel, Ny 10512	70.00	70.00
100	6449335	Set Up Of Chair	1.00	100.00
100	6449366	Take Down Of Chair	1.00	100.00
39	6439154	Set Up Of Table	1.50	58.50
9	6447544	Take Down Of Table	1.50	13.50

----- Payments -----


PLEASE WELCOME OUR NEWEST
 LOCATION AT CHESHIRE, CT
 FORMERLY SUPERIOR EVENTS
 SAME GREAT STAFF!

Rentals	2,626.00
Sales	272.00
Delivery/Other	70.00
Damage Waiver	262.60
Sales Tax	0.00
Total	3,230.60
 Total Paid	 0.00
Est Amount Due	3,230.60

Durants Party Rentals (Nw)
 New Windsor Location
 532 Temple Hill Road
 New Windsor, NY 12550
 (845)391-8700

DURANTS PARTY RENTALS

BID

Rented To:	Delivery Location:	Ticket#
Town Of Kent Recreation Dept 25 Sybil's Crossing Kent Lakes NY 10512 H (845) 531-2100 O (845) 225-5130	Edward Ryan Memorial Park 43 Park Road Carmel NY 10512	Bid# 102858084 Loc NW 
Ordered by: Jared Kuczenski	Purchase Order:	Event: 09/08/18 Sat LM LM

Qty	Item	Description	Rental Rate	Total
-----	------	-------------	-------------	-------

09/08

Deliver and set up on Friday Sept. 7th. Time Tbd

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----- Payments -----

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 FORMERLY SUPERIOR EVENTS
 SAME GREAT STAFF!

Rentals	2,626.00
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Damage Waiver	262.60
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Total	3,230.60

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Est Amount Due	3,230.60



New England Bounce About

2 Sand Cut Rd - Unit 4, Brookfield, CT 06804

Phone: (203) 364-0078

Website: <http://www.nebounceabout.com> Email: info@nebounceabout.com

QUOTATION

QuoteNo Q5
Date 4/14/2018
User Doug Muckell

Contact Jared Kuczenski
Phone (845)531-2100
Email recreation@townofkentny.gov
Start Date 9/8/2018 12:00:00 PM
End Date 9/9/2018 4:00:00 PM
Notes

InvNo	Name	Qty	Total
FTNT2030	20 x 30 Frame Tent <i>grass</i>	1	\$500.00
FTNT20X20	20 x 20 Frame Tent <i>blacktop</i>	1	\$400.00
DOMEC40	40ft Inflatable Dome Tent <i>Substitute 30X30 tent on grass</i>	1	\$500.00
CH03	White Plastic Folding Chair	100	\$199.00
TBL60	60 Inch Round Table	8	\$78.00
TB01	6 ft Rectangle Tables	40	\$380.00

Order Subtotal: \$2,057.00
Discount (10.00%): (\$205.70)
Delivery Charge: \$0.00
TOTAL: \$1,851.30



The Event Rental Specialists of the Hudson Valley

www.partytime-rentals.com

2575 Route 55
Poughquag, NY 12570
845-226-2447

Rented To:	Delivery Location:	Ticket#
Town Of Kent Recreation 25 Sybil's Crossing Kent NY 10512	Edward Ryan Memorial Park 43 Park Rd Carmel NY 10512	Bid# 145302 Loc 100
Ordered by: Lou Or Jared Phone: W (845) 531-2100	PO/Job # Community Day Surface 0	Event Date: 09/08/18 Saturday

Charge for 1.00 Day(s)

Qty	Item	Description	Rental Rate	Total
-----	------	-------------	-------------	-------

20x20 on asphalt

20x30 grass

30x30 grass

All insurance requirements will be met upon signing of the contract. Town voucher is acceptable with a 50% deposit upon signing of the contract. Tents are non cancelable, tables and chairs may be adjusted up to 3 days prior to delivery. Setup will be on Friday,

Sept 8th for event on Sat. Sept 9th

Rain date Sept 10th

Event Sept 9/8 Rain Date Sept 9

Event 12pm to 5pm

Setup on Friday must be up by 9am Sat.

all equipment must be setup and taken down

Voucher for 50% deposit is due upon signing of contract.

1	3429-0000	MQ20 20X20 Cross Cable Tent	325.00	227.50
1	TB20-0000	Tent Ballasting 20X20	75.00	75.00
1	3426-0000	Matrix 20X30 Cross Cable Tent	425.00	297.50
1	3594-0000	30X30 Frame Tent	750.00	525.00
1	TABL-0000	Tables & Chairs		0.00
Tables And Chairs Must Be Folded And Stacked For Pick Up To Avoid Additional Charges				
9	3414-0000	Table 60" Rounds - W	9.00	56.70
30	3417-0000	Table 8' X 30" W	7.00	147.00
100	3305-0000	Chair White Folding	1.85	129.50
1	10512	Delivery Carmel	60.00	60.00

General policy reminders:	
Cancellation	Once rented items are delivered/installed or accepted by customer, no refunds will be given. Another equipment may be used or not. Orders canceled prior to delivery or customer pickup are subject to 25% cancellation fee.
Late returns	Any rental return after due date will be charged at the daily rate.
Cleaning	A charge will be added for items requiring cleaning upon return to PartyTime Rentals.
Damage	A charge will be added for items requiring repair due to customer abuse, neglect or other. See damage waiver.
Inflatables	Inflatables Rentals are cancelable for a full refund due to the incident within the day of your event prior to delivery.
Tents	We are not responsible for damage to underground or hidden sprinkler systems or other structures.

I HAVE READ THIS ENTIRE RENTAL CONTRACT FRONT AND BACK AND AGREE BY SIGNATURE BELOW TO ALL CONDITIONS SET FORTH. ANY CHANGES OR ADDITIONS TO THIS RENTAL CONTRACT DURING EXECUTION OF THE EVENT MAY RESULT IN ADDITIONAL CHARGES THAT I AGREE TO HAVE CHARGED TO MY CREDIT CARD ON FILE.

X

CUSTOMER ACCEPTANCE SIGNATURE PRINT DATE
By my signature above I hereby authorize PartyTime Rentals to charge against my MasterCard, Visa, Discover or American Express any costs, expenses or charges for rental cancellations, cleaning, and/or damages to any items rented and/or full replacement value of any items destroyed or not returned to PartyTime Rentals.

04/13/18 17:11:45

Page 1





The Event Rental Specialists
of the Hudson Valley
www.partytime-rentals.com

2575 Route 55
Poughquag, NY 12570
845-226-2447

Rented To: Town Of Kent Recreation 25 Sybil's Crossing Kent NY 10512	Delivery Location: Edward Ryan Memorial Park 43 Park Rd Carmel NY 10512	Ticket# Bid# 145302 Loc 100
Ordered by: Lou Or Jared Phone: W (845) 531-2100	PO/Job # Community Day Surface 0	Event Date: 09/08/18 Saturday

Charge for 1.00 Day(s)

Qty	Item	Description	Rental Rate	Total
-----	------	-------------	-------------	-------

----- Payments -----

General policy reminder:
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Cleaning: A charge will be added for items requiring cleaning upon return to PartyTime Rentals.
Damage: A charge will be added for items requiring repair due to customer abuse, neglect or other. See damage waiver.
Inflatables: Inflatables rentals are cancellable for a full refund due to the inclement weather the day of your event until 10:00 AM.
Tents: We are not responsible for damage to underground or hidden sprinkler systems or other structures.

I HAVE READ THIS ENTIRE RENTAL CONTRACT FRONT AND BACK AND AGREE BY SIGNATURE BELOW TO ALL CONDITIONS SET FORTH. ANY CHANGES OR ADDITIONS TO THIS RENTAL CONTRACT DURING EXECUTION OF THE EVENT MAY RESULT IN ADDITIONAL CHARGES THAT I AGREE TO HAVE CHARGED TO MY CREDIT CARD ON FILE.

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Page 2

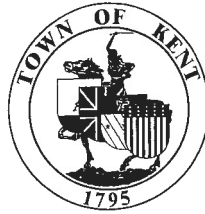


*** Total Reflects a \$592.80 Discount ***

Rentals	1,458.20
Sales	0.00
Delivery/Other	60.00
Damage Waiver	0.00
Env. Charges	0.00
Sales Tax	0.00
Total	1,518.20

Total Paid	0.00
Est Amount Due	1,518.20

JUSTICE COURT



KEVIN L. DOUCHKOFF
Town Justice

TIMOTHY J. CURTISS
Town Justice

25 Sybil's Crossing
Kent Lakes, New York 10512
845-225-1606 • Fax 845-306-5280

Kent Town Board
25 Sybil's Crossing
Kent Lakes, New York 10512

June 15, 2018

Re: People v. Gero

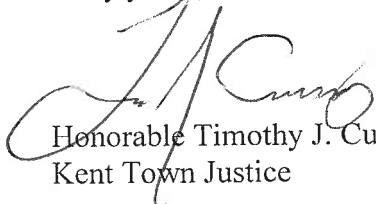
Dear Supervisor and Town Board Members,

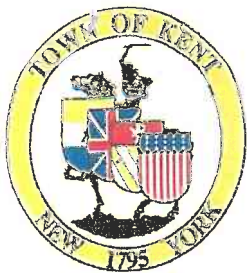
The Court is requesting that the appointment of a Special Prosecutor for People v. Gero be placed on the agenda for the June 19, 2018, Town Board Meeting.

The Supervising Judges office has appointed a Westchester County Judge to appear here in the Town of Kent for the purpose of handling the case until the County Court assigns another jurisdiction.

I thank you in advance for your cooperation.

Truly yours,


Honorable Timothy J. Curtiss
Kent Town Justice



CODE ENFORCEMENT

OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598

June 18, 2018

From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violation requiring corrective action by the Town of Kent:

Enclosed please find violation issued by the undersigned and bids for correction.

Location requiring correction and lowest bid for the site:
37 Cottage Road, Tax Map# 33.50-1-21. Bid is in the amount of \$75.00 and is enclosed.

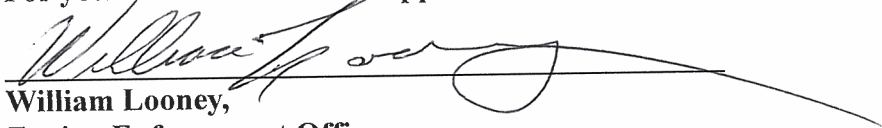
Site owner has not responded to Notice of Violation.

The above stated bid has been proposed by JB Affordable Lawn Care Inc.

Putnam Handyman Construction failed to submit a bid.

American Independent Mowing failed to submit a bid.

For your consideration and approval:


William Looney,
Zoning Enforcement Officer,
Town of Kent.



**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

ORDER TO REMEDY VIOLATION

Location: 37 Cottage Rd Kent, NY 10512

Map NO: 33.50-1-21

Date: 5/31/2018

TO:

William Daley
37 Cottage Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code

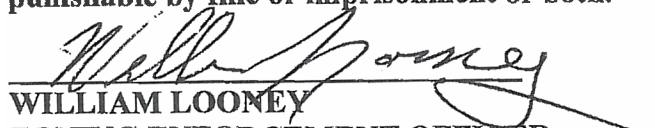
B, 1, B.

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned within ten days from this date. Failure to remedy the conditions aforesaid and to comply with the law and may constitute an offense punishable by fine or imprisonment or both.


**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**



JB Affordable Lawn Care, Inc.
3 Mountain View Knolls Drive Apt. A
Fishkill, New York 12524 -.

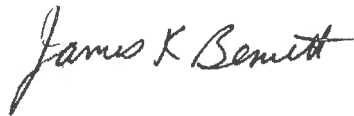
June 15, 2018

**To William Looney, Zoning Enforcement Officer of the
Town of Kent.**

The price is as follows for each cutting at the following properties:

\$75.00 at # 37 Cottage Road.

Sincerely,

A handwritten signature in black ink that reads "James K. Bennett". The signature is written in a cursive style with a large, stylized 'J' and 'B'.

James Bennett



CODE ENFORCEMENT

**OF THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

June 18, 2018

**From: Zoning Enforcement Officer, Town of Kent:
To: Supervisor Fleming, Town board members, Town of Kent:
Subject: Violations requiring town corrective action:**

Enclosed please find violations issued by the undersigned and bids for correction.

Locations requiring correction and lowest bid for each site:

11 Hawthorne Road. \$100.00.

11 Princeton Road. \$80.00

Site owner has not responded to Notices of Violation.

The above stated bids have been proposed by JB Affordable Lawn Care Inc.

Putnam Handyman Construction failed to submit a bid.

American Independent Mowing failed to submit a bid.

For your consideration and approval:

**William Looney,
Zoning Enforcement Officer,
Town of Kent.**

JB Affordable Lawn Care, Inc.
3 Mountain View Knolls Drive Apt. A
Fishkill, New York 12524

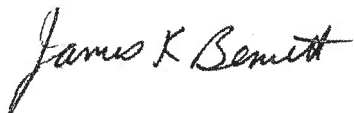
June 15, 2018

**To William Looney, Zoning Enforcement Officer of the
Town of Kent.**

The price is as follows for each cutting at the following properties:

**\$100.00 at # 11 Hawthorne Road.
\$ 80.00 at # 11 Princeton Road.**

Sincerely,

A handwritten signature in cursive script that reads "James K. Bennett". The signature is written in black ink and is positioned below the word "Sincerely,".

James Bennett



**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

ORDER TO REMEDY VIOLATION

Location: 11 Hawthorne Rd Kent, NY

Map NO: 33.58-1-34

Date: 5/30/2018

TO:

Theodore Ogden
11 Hawthorne Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code

B, 1, A, AND B.

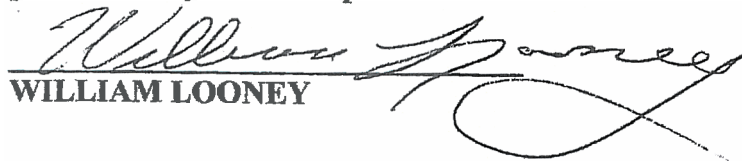
at premises hereinafter described in that:

RUBBISH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF RUBBISH AS DESCRIBED BY CODE.

OWNER/AGENT MUST REMOVE ALL SUCH DESCRIBED DEBRIS FROM SITE. GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.

YOU ARE THEREFORE DIRECTED AND ORDERED to comply with the law and remedy the conditions above mentioned within ten days from this date. Failure to remedy the conditions aforesaid and to comply with the law and may constitute an offense punishable by fine or imprisonment or both.


WILLIAM LOONEY

**WILLIAM LOONEY
ZONING ENFORCEMENT
OFFICER TOWN OF KENT**





**CODE ENFORCEMENT
OF
THE TOWN OF KENT, PUTNAM COUNTY, N.Y. 10512
845-306-5598**

ORDER TO REMEDY VIOLATION

Location: 11 Princeton Rd Kent, NY 10512

Map NO: 22.73-1-63

Date: 6/5/2018

TO:

Kenneth Ciralli
11 Princeton Rd
Kent, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code

at premises hereinafter described in that:

GRASS/BRUSH: OWNER/AGENT HAS FAILED TO MAINTAIN SITE FREE OF EXCESS WEED/GRASS/BRUSH GROWTH.

OWNER/AGENT MUST NOTIFY THIS OFFICE WITHIN TEN DAYS OF A PROPOSAL TO REMEDY THE AFOREMENTIONED VIOLATION. IF THE REMEDY IS NOT FORTHCOMING THE TOWN OF KENT WILL CONTRACT WITH A VENDOR TO CORRECT THE VIOLATION AND THE FEE CHARGED WILL BE CHARGED TO THE HOME OWNER OR THE TAX ASSESSMENT LEVIED ON THE SITE IF NOT PAID.

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**WILLIAM LOONEY
ZONING ENFORCEMENT OFFICER
TOWN OF KENT**

Invoice

TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP
TotalCare Wellness

RECEIVED**JUN 12 2018**

Town of Kent
Supervisor's Office

Invoice No.: 34127
Invoice Date: Jun 8, 2018
Contract Period: 6/1/18-5/31/19
Due Date: Jun 1, 2018

Phone: 585-593-9870

Fax: 585-593-5719

Customer ID#: 4841**Sold To:**

Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512

Attention: Maureen Fleming

Employee Assistance Program

Description

Total Price

EAP Services from 6/1/18-5/31/19

3,500.00

Late Fee: 1.5% (18% annually) on unpaid invoices after 30 days.

Make checks payable and send to:
ESI
55 Chamberlain St.
Wellsville, NY 14895

TOTAL INVOICE**3,500.00**



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP
TotalCare Wellness

Employee Assistance Program – RENEWAL AGREEMENT

Town of Kent, NY agrees to contract with the **ESI Employee Assistance Group** for the period of **June 1, 2018 through May 31, 2019.**

I. Fees and Payment:

- A. The total number of employees covered under this Agreement is **94**.
- B. Employer agrees to pay ESI the sum of **\$3,500.00** for the contract period.
- C. The annual fee also includes all household members and dependent children up to age 26.
- D. Payment of the **Annual** premium is due upon receipt of the invoice.
- E. Flat rate above covers a census of 51 to 100. Contract rate will be modified if census moves outside of this range.
- F. DOT required Substance Abuse Evaluations - **\$850.00** each.

II. The EAP will provide:

Employee Benefits

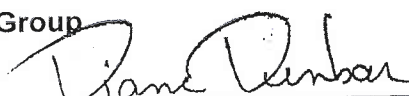
- Unlimited telephonic counseling, 24/7
- Up to **3** face-to-face counseling sessions per issue
- Work/life benefits-including debt, legal, financial, elder & child care counseling
- Information Resource benefits
- Lifestyle benefits designed to improve members' health, financial security and overall wellbeing
- Personal and Professional Coaching
- Peak Performance Plus: Knowledge Center and Consultant: **No**
- Wellness Coaching: **No**
- GCN Compliance Training: **No**
- Lynch Ryan Worker's Compensation: **No**

Employer Services

- Trauma Responses available at **\$250.00** per hour
- Unlimited Administrative (mandatory) Referrals
- Unlimited HR consultations with certified SPHR's
- Unlimited online Supervisor compliance training & Orientation videos
- Statistical Reports, Newsletters and EAP Awareness Materials
- All web services for employee and employer

****No other services are expressed or implied under the terms and conditions of this agreement.***

ESI Group


Diane Dunbar, President & Chief Operating Officer

Date

6/8/18

Town of Kent, NY

Authorized Signature

Date



TotalCare EAP
Public Safety EAP
Educators' EAP
Higher Ed EAP
HealthCare EAP
Union AP
TotalCare Wellness

Employee Assistance Program – RENEWAL AGREEMENT

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****No other services are expressed or implied under the terms and conditions of this agreement.***

ESI Group

Diane Dunbar, President & Chief Operating Officer

Date

6/8/18

Town of Kent, NY

Authorized Signature

Date