

Town of Kent
Town Board Meeting
February 15, 2022

Public Hearing: 7:00

Comcast Contract

Mining Moratorium

Workshop/Meeting:

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a) Police Department Promotions
 - b) Lake Carmel: appointment, put equipment up for auction, removal of trees, emergency and safety equipment
 - c) Postage and Folding Machine Contract (Pitney Bowes)
 - d) Planning-approve bond
 - e) Recreation-advertise for part-time clerk
 - f) Highway- award blacktop bid
4. Voucher
5. Announcements
6. Public Comment

TOWN OF KENT
NOTICE OF HEARING

A LOCAL LAW EXTENDING A TEMPORARY LAND USE
MORATORIUM PROHIBITING MINING WITHIN THE TOWN OF KENT

PUBLIC NOTICE is hereby given that there has been introduced before the Town Board of the Town of Kent, New York, on February 1, 2022 an amendment to Kent Town Code introducing a local law Extending a Temporary Land Use Moratorium Prohibiting Mining within the Town of Kent.

NOW THEREFORE, pursuant to Section 20 of the Municipal Home Rule Law, the Town Board of the Town of Kent, New York will hold a public hearing on the aforesaid Amendment at the Town Offices, 25 Sybil's Crossing, Kent, New York, on February 15, 2022, at 7:00 p.m. in the evening of that day at which time all persons interested therein shall be heard. The Town Board will make every effort to assure that the hearing is accessible to persons with disabilities. Anyone requiring special assistance and/or reasonable accommodations should contact the Town Clerk.

Dated: February 2, 2022

BY ORDER OF THE TOWN BOARD OF THE
TOWN OF KENT

YOLANDA D. CAPPELLI, TOWN CLERK

TOWN OF KENT LOCAL LAW NO. _____ of 2022
A LOCAL LAW EXTENDING A TEMPORARY LAND USE MORATORIUM
PROHIBITING MINING WITHIN THE TOWN OF KENT

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

Section 1. Legislative Intent.

This local law is intended to extend the temporary prohibition on the issuance of permits for the excavation of sand, gravel, topsoil, rock or other natural material within the Town of Kent, for an additional period of up to six (6) months, pending the further development and adoption of local laws and/or ordinances prepared to regulate and govern such excavation.

By resolution dated March 3, 2020 the Town Board adopted Local Law #1 of 2020 temporarily prohibiting the issuance of permits for the excavation of sand, gravel, topsoil and rock or other natural material within the Town of Kent for a period of six (6) months from the effective date of said Local Law #1 of 2020.

On March 7, 2020, Governor Andrew Cuomo issued Executive Order Number 202, declaring a State disaster emergency for the entire State of New York due to the COVID-19 pandemic. The COVID-19 Pandemic is an outbreak declared a “public health emergency” for the entire United States by the United State Health and Human Services Secretary on or about January 31, 2020. Further, by Executive Order effective as of March 22, 2020, Governor Cuomo instituted “NY PAUSE” which closed all non-essential businesses and prohibited non-essential gatherings of individuals of any size for any reason, with such operations being reopened in phases. Although Town government was deemed an essential business, the pandemic itself and NY PAUSE presented numerous other, more pressing, challenges for the Town Board.

Due to the mandatory restrictions instituted by NY PAUSE and for the health and safety of residents, guests, and employees of the Town, the Town Board deemed it necessary to enact three six (6) month extensions on the moratorium by Resolution dated September 1, 2020, March 2, 2021, and August 3, 2021. Said extension expires on February 10, 2022. The Town has diligently worked to draft suitable legislation for proper and authorized regulation of mining, however, due to the ongoing limitations and restrictions caused by the COVID-19 pandemic, it is deemed necessary to enact this additional six (6) month extension of the moratorium in order to permit the Town Board adequate time in which to draft suitable legislation to address mining within the Town of Kent. During the term of the extended moratorium, the Town of Kent shall work to prepare and eventually adopt additional land use provisions and regulatory processes to provide for the benefit, health and general welfare of the residents of the Town of Kent.

The objective of this moratorium is to allow the Town of Kent to assess and address its

Code to promote community planning values by properly regulating such excavation. During the pendency of the moratorium, the Town Board will consider how best to permit excavation in certain areas so as to harmoniously integrate such with the existing community and landscape. Moratoria are useful in controlling or temporarily inhibiting development until satisfactory final regulations are adopted.

For these reasons, the Town Board finds that an extension of the temporary moratorium legislation is both advisable and necessary for a reasonable and defined period of time in order to further develop and adopt necessary zoning and land use changes to the Kent Town Code, thus protecting and furthering the public interest, health and safety.

Section 2. Scope of Moratorium.

There is hereby adopted in the Town of Kent a moratorium on the consideration, receipt or grant of temporary permits, pursuant to Chapter 63 of the Town of Kent Town Code entitled "Soil Removal", for the excavation of sand, gravel, topsoil, rock or other natural materials for an additional six (6) month period commencing on the effective date hereof.

During the term of the moratorium, the Town Board intends to develop, consider and adopt changes to its land use local laws so as to regulate Soil Removal and ensure that any mining conducted within the Town is consistent with the terms and goals of the Town's Comprehensive Plan.

While the moratorium is in effect, no applications pursuant to Chapter 63 shall be accepted and no temporary permits issued or approvals given by the Town Board except as authorized pursuant to Section 3, below.

Section 3. Exemptions, Variances and Appeals.

This moratorium does not apply to residential activities requiring permits on residential properties.

Applications for land use otherwise subject to this moratorium may be exempted from the provisions of this Local Law following a noticed public hearing before the Town Board. It is specifically intended that this moratorium shall supersede New York State law which would otherwise confer variance applications exclusively to the zoning board of appeals.

Following a written request for hardship variance relief, within sixty (60) days of receipt of such request, a noticed public hearing shall be held, at which hearing the Town Board may, but is not limited to consider:

A. The proximity of applicant's premises or the subject of applicant's request for relief to natural resources, including but not limited to prime agricultural soils, wetland areas, conservation districts and other areas of environmental concern.

B. The impact of the proposed application on the applicant's premises and upon the surrounding area.

C. Compatibility of the proposed application with the existing land use and character of the area in general proximity to the subject of the application, and its effect upon aesthetic resources of the community.

D. Compatibility of the proposed application with the recommendations of any administrative body charged with such review by the Town of Kent.

E. The written opinion of the Town of Kent Planning Board and the Town of Kent Code Enforcement Officer that such application may be jeopardized or made impractical by waiting until the moratorium is expired.

F. Evidence specifying in detail the nature and level of any alleged hardship imposed on the property owner(s) as a result of this moratorium.

G. Such other considerations and issues as may be raised by the Town Board.

In making a determination concerning a proposed exemption or grant of relief from application of the moratorium, the Town Board may obtain and consider reports and information from any source it deems to be helpful with review of said application. A grant of relief from application of the moratorium shall include a determination of unreasonable hardship upon the property owner (or if there are multiple property owners, a determination that each such owner shall suffer an unreasonable hardship) which is unique to the property owner(s), a finding that there are sufficient existing regulations to adequately govern the application for which a hardship waiver is being requested, and a finding that the grant of an exemption will be in harmony with, and will be consistent with the existing Town of Kent Zoning Ordinance and the recommendations of the Comprehensive Plan as such may exist.

An application for relief from the prohibitions of the moratorium shall be accompanied by a fee as set forth by resolution of the Town Board, together with the applicant's written undertaking, in a form to be approved by the Attorney for the Town, to pay all of the expenses of the Town Board and any agent or consultant retained by the Town Board to evaluate and consider the merits of such application, including but not limited to any fees incurred by the Town for services provided by the Attorney for the Town.

Section 4. Penalties.

A. Failure to comply with any of the provisions of this Local Law shall be an unclassified misdemeanor as contemplated by Article 10 and Section 80.05 of the New York State Penal Law, and, upon conviction thereof, shall be punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than 10 days, or both for the first offense. Any subsequent offense within a three-month period shall be punishable by a fine of not more than

Two Thousand Dollars (\$2,000) or imprisonment for a period of not more than 30 days, or both. For purposes of this Clause A, each day that a violation of this Local Law exists shall constitute a separate and distinct offense.

B. Compliance with this Local Law may also be compelled and violations restrained by order or by injunction of a court of competent jurisdiction, in an action brought on behalf of the Town by the Town Board.

C. In the event the Town is required to take legal action to enforce this Local Law, the violator will be responsible for any and all costs incurred by the Town relative thereto, including but not limited to attorney's fees, and such amount shall be determined and assessed by the court. If such expense is not paid in full within 30 days from the date it is determined and assessed by the Court, such expense shall be charged to the propert(ies) within the Town on which the violation occurred, by including such expense in the next annual Town tax levy against such property, and such expense shall be a lien upon such property until paid.

Section 5. Application.

The provisions of this local law shall apply to all real property within the Town of Kent, and all applications for the excavation of sand, gravel, topsoil, rock or other natural materials pursuant to Chapter 63 of the Town Code.

Section 6. Conflicts with State Statutes and Local Laws and Authority to Supersede.

To the extent that any provisions of this local law are in conflict with or are construed as inconsistent with the provisions of the New York State Town Law or any local ordinance, law, or regulation, this local law supersedes, amends, and takes precedence over the Town Law and such local ordinances, laws or regulations, pursuant to the Town's municipal home rule powers pursuant to Municipal Home Rule Law § 10 and § 22 to supersede any inconsistent authority. Pursuant to the same powers, and without limiting the generality of the foregoing, this local law supersedes the provisions contained in (a) Article 8 of the Environmental Conservation Law (known as the State Environmental Quality Review Act) and the regulations thereunder to the extent that such provisions require that an agency determine the environmental significance of an application within certain specified timeframes; and (b) Town Law § 267 and § 267-a through c, pertaining to the variance authority of the board of zoning and appeals.

Section 7. Validity and Severability.

If any part or provision of this local law or the application thereof to any person or circumstance be adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part or provision or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of this local law or the application thereof to other persons or circumstance, and the Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such

invalid application or invalid provision been apparent.

Section 8. SEQRA Review.

The adoption of a moratorium constitutes a Type II action under 6 NYCRR Part 617, and therefore requires no further review under the State Environmental Quality Review Act (SEQRA).

Section 8. Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and shall remain in force for a consecutive period of six (6) months from its effective date, unless extended by local law adopted after public hearing upon no less than five (5) days public notice.

Dated: _____, 2022

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT



December 1, 2021

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

Dear Supervisor McGlasson:

Congratulations on your election as Supervisor of Kent! Comcast is honored to offer our Xfinity services to residents and businesses in Kent and is focused on delivering innovative technology and great experiences to our customers. I am reaching out to introduce myself as the local point of contact for any Comcast-related questions or concerns in the Kent community. Please feel free to reach out at any time. I'm also happy to set up some time to meet with you to provide you information about Comcast and answer any questions you may have.

Comcast offers residential and commercial broadband customers a wide range of services designed to meet their varying needs and financial situations, and we continue to invest in our fiber network to deliver faster and reliable Internet and Wi-Fi speeds. Today, Comcast passes 59 million homes nationwide with gigabit broadband and has begun field trials of 10G in New England. We have also created one of the fastest Wi-Fi networks in North America, and most Xfinity Internet customers can access over 19 million outdoor and indoor Wi-Fi hotspots nationwide at no additional cost.

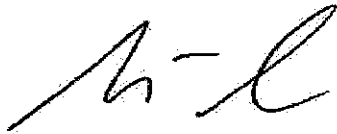
Xfinity TV brings customers the video content they love, wherever they are, on any device. Our X1 platform is an Entertainment Operating System that provides customers instant access to all of their entertainment. We also offer an array of diverse programming, including the MultiLatino packages, various international channels and Choice TV. Comcast has also rolled out the Netflix, Amazon Prime Video, Disney+, ESPN+, Paramount+, YouTube and Spotify apps on our X1 platform, giving customers the ability to easily access even more of their favorite content.

Comcast also continues our commitment to help close the digital divide with *Internet Essentials*. The program has connected more than 10 million low-income Americans to the Internet at home with low-cost broadband service for just \$9.95 a month; the option to purchase a computer for less than \$150; a free Wi-Fi router; and access to free digital literacy training. Since the program launched in 2011, we have expanded eligibility more than a dozen times to help reach low-income populations in need, including families eligible for the National School Lunch Program, seniors, veterans, HUD housing residents, people with disabilities, adults and low-income students receiving Federal Pell Grants. I have enclosed a brochure which provides more information about our *Internet Essentials* program.

Comcast has also made the federal government's Emergency Broadband Benefit available to our qualified Internet customers. New and existing customers who are interested in participating can receive up to a \$50/month credit on their Internet bill from Comcast. We are also participating in the FCC's Emergency Connectivity Fund, which is designed to help schools and libraries provide the tools and services needed for remote learning during the COVID emergency period.

As a company, we are uniquely positioned to educate, entertain, and empower our diverse communities. Comcast is committed to bringing together and inspiring our customers, audiences, and employees to make a positive impact in the communities we serve – like Kent. If you would like to discuss Comcast in your community, please feel free to contact me at (860) 414-5066 or Matt_Skane@comcast.com. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "M-Skane". The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Skane
Manager, Government & Regulatory Affairs

Enc.

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RENEWAL

CABLE TELEVISION FRANCHISE

FOR

THE TOWN OF KENT, NEW YORK

Table of Contents

INTRODUCTION	4
ARTICLE 1 DEFINITIONS.....	6
SECTION 1.1 - DEFINITIONS	6
ARTICLE 2 GRANT OF RENEWAL FRANCHISE	11
SECTION 2.1 - GRANT OF RENEWAL FRANCHISE.....	11
SECTION 2.2 - TERM: NON-EXCLUSIVITY.....	11
SECTION 2.3 – POLE AND CONDUIT ATTACHMENT RIGHTS.....	12
SECTION 2.4 – RENEWAL	12
SECTION 2.5 - RESERVATION OF AUTHORITY.....	12
SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE.....	13
ARTICLE 3 SYSTEM SPECIFICATIONS AND CONSTRUCTION	16
SECTION 3.1 – AREA TO BE SERVED	16
SECTION 3.2 - SUBSCRIBER NETWORK.....	17
SECTION 3.3 - PARENTAL CONTROL CAPABILITY.....	17
SECTION 3.4--EMERGENCY ALERT OVERRIDE CAPACITY.....	18
ARTICLE 4 TECHNOLOGICAL AND SAFETY STANDARDS.....	19
SECTION 4.1 – SYSTEM MAINTENANCE	19
SECTION 4.2 – REPAIRS AND RESTORATION.....	19
SECTION 4.3 - CABLE LOCATION	20
SECTION 4.4 – TREE TRIMMING.....	20
SECTION 4.5 – STRAND MAPS.....	21
SECTION 4.6 – BUILDING MOVES.....	21
SECTION 4.7 – DISCONNECTION AND RELOCATION.....	21
SECTION 4.8 – EMERGENCY REMOVAL OF PLANT.....	22
ARTICLE 5 PROGRAMMING.....	23
SECTION 5.1 - BASIC CABLE SERVICE	23
SECTION 5.2 - PROGRAMMING	23
SECTION 5.3 - STEREO TV TRANSMISSIONS	23
SECTION 5.4 – CABLE CHANNELS FOR COMMERCIAL USE	23
ARTICLE 6 PEG ACCESS CHANNEL(S) AND SUPPORT	24
SECTION 6.1 PEG ACCESS CHANNEL(S)	24
SECTION 6.2 - PEG ACCESS CABLECASTING.....	25
SECTION 6.3 - INTERCONNECTION WITH COMPETING CABLE FRANCHISEE	25
SECTION 6.4 - PEG ACCESS PROGRAMMING INDEMNIFICATION	26
SECTION 6.5 - FRANCHISE RELATED COST	26
ARTICLE 7 CUSTOMER SERVICE AND CONSUMER PROTECTION	27
SECTION 7.1 - CUSTOMER SERVICE.....	27
SECTION 7.2 - SERVICE INTERRUPTIONS.....	27
SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY.....	27
SECTION 7.4 - PROPRIETARY INFORMATION	27
SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS	28
ARTICLE 8 PRICES AND CHARGES.....	29
SECTION 8.1 - PRICES AND CHARGES	29

ARTICLE 9 REGULATORY OVERSIGHT.....	30
SECTION 9.1 - INDEMNIFICATION	30
SECTION 9.2 - INSURANCE	30
SECTION 9.3 - FRANCHISE FEES.....	31
SECTION 9.4 - REPORTS	32
SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY.....	32
SECTION 9.6 - REVOCATION OF FRANCHISE	32
SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE	32
SECTION 9.8 - TRANSFER OR ASSIGNMENT	33
SECTION 9.9 - REMOVAL OF SYSTEM	34
SECTION 9.10 - INCORPORATION BY REFERENCE	35
SECTION 9.11 - NO THIRD-PARTY BENEFICIARIES	35
ARTICLE 10 MISCELLANEOUS	36
SECTION 10.1 - SEVERABILITY	36
SECTION 10.2 - FORCE MAJEURE	36
SECTION 10.3 - NOTICES	36
SECTION 10.4 - ENTIRE AGREEMENT	37
SECTION 10.5 - CAPTIONS.....	38
SECTION 10.6 - APPLICABILITY OF RENEWAL FRANCHISE	38
SIGNATURE PAGE	39
EXHIBIT A PROGRAMMING.....	40

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TOWN OF KENT RENEWAL FRANCHISE

INTRODUCTION

WHEREAS, Comcast of New York, LLC, (hereinafter "Franchisee"), is the duly authorized holder of a renewal Franchise to operate a cable television system in the Town of Kent, New York (hereinafter the "Town"), said Franchise having commenced on February 22, 2007;

WHEREAS, the Town is a Franchising Authority in accordance with Title VI of the Federal Cable Act (see 47 U.S.C. § 522 (10)), and is authorized to grant one or more non-exclusive cable franchises pursuant to Article 11 of the New York Public Service Law, as amended, and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended;

WHEREAS, Franchisee filed a written request for a renewal of its Franchise by letter dated May 2, 2019, in conformity with the Cable Communications Policy Act of 1984 ("Cable Act");

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act and Section 891.2(a) of the rules of the New York State Public Service Commission (at 16 NYCRR Part 891);

WHEREAS, the Franchising Authority has considered Franchisee's legal and financial conditions and character, technical ability, ability to maintain and operate the cable television system; and approved the foregoing in a full public proceeding affording due process prior to determining that Franchisee is reasonably able to meet the future cable-related needs of the community;

WHEREAS, the Town desires to enter into this Renewal Franchise with Franchisee for the continued operation of a cable system on the terms and conditions set forth herein;

WHEREAS, the terms of this Franchise were considered and found adequate and feasible in a full public hearing affording due process;

WHEREAS, the Franchise complies with the Commission's franchise standards;

WHEREAS, this Franchise is non-exclusive;

WHEREAS, the terms of this Franchise are subject to the approval of the Commission; and

WHEREAS, the Town finds that Franchisee has complied with the terms of the existing Franchise as well as the Memorandum of Understanding executed with Comcast's predecessor (Carmel Cable Television, Inc., d/b/a Susquehanna Communications) and the Town.

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions:

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ARTICLE 1
DEFINITIONS

SECTION 1.1 - DEFINITIONS

For the purpose of this Renewal Franchise, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 et seq. (the "Cable Act"), and Article 11 of Chapter 48 of the New York Consolidated Laws, as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, for non-profit, designated by the Franchising Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal Franchise and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Franchisee in the Town of Kent, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but

such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Commission – shall mean the New York Public Service Commission or any successor agency thereto.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network.

(h) Educational/Government Access Channel – shall mean the video channel(s) made available by the Franchisee and designated for non-commercial use by 1) the Franchising Authority for the purpose of showing public local government programming, and 2) by educational institutions chartered or franchised by the New York State Department of Education or Board of Regents, such as public or private schools (grades K-12), but not “home schools,” community, public or private colleges or universities;

(i) Effective Date – This Renewal shall become effective on the date that the Commission issues a Certificate of Confirmation for said Renewal Franchise.

(j) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchising Authority – shall mean the Town Board of the Town of Kent, New York, or the lawful designee thereof.

(l) Franchisee – shall mean Comcast of New York, LLC, or any successor or transferee in accordance with the terms and conditions in this Renewal Franchise.

(m) Franchise Fee – shall mean the payments to be made by Franchisee to the Franchising Authority, the Town of Kent and or any other governmental subdivision, such as an Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(n) Gross Annual Revenues – means the Cable Service revenue derived by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes monthly basic, premium and pay-per-view video fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, leased access fees, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(o) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(p) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, public health emergencies, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(q) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(r) PEG Access User – shall mean a Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(s) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

(t) Public Access Channel – shall mean a video channel made available by the Franchisee for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(u) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Kent residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal Franchise.

(v) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Town of Kent, which shall entitle Franchisee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Town of Kent for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Franchisee to the use thereof for the purposes of installing, operating, and maintaining Franchisee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(w) Renewal Franchise or Franchise – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(x) Signal – shall mean any transmission which carries Programming from one location to another.

(y) Standard Installation – shall mean the standard one hundred and fifty foot (150') aerial Drop connection to the existing distribution system.

(z) Subscriber – shall mean a Person or user of the Cable System who lawfully receives Cable Service with Franchisee's express permission.

(aa) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(bb) Town – shall mean the Town of Kent, New York.

(cc) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(dd) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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ARTICLE 2

GRANT OF RENEWAL FRANCHISE

SECTION 2.1 - GRANT OF RENEWAL FRANCHISE

(a) Pursuant to the authority of the Cable Act; Article 11 of the New York Public Service Law ("PSL"), as amended; and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended, the Franchising Authority hereby grants a non-exclusive Renewal Franchise to Comcast of New York, LLC, authorizing and permitting Franchisee to construct, operate and maintain a Cable Television System in the Public Way within the municipal limits of the Town of Kent. Nothing in this Franchise shall be construed to prohibit Franchisee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal Franchise is granted under and in compliance with the Cable Act; Article 11 of the New York Public Service Law, as amended; and Title 16, Chapter VIII, Parts 890.60 through 899, of the Official Compilation of Codes, Rules and Regulations of the State of New York, as amended; and in compliance with all rules and regulations of the FCC in force and effect during the period for which this Renewal Franchise is granted.

(c) Franchisee shall file applications for all necessary approvals from the Commission and/or FCC within sixty (60) days from the date the Franchise is granted or amended.

(d) Subject to the terms and conditions herein, the Franchising Authority hereby grants to Franchisee the right to construct, upgrade, install, operate and maintain a Cable Television System within the Public Way.

SECTION 2.2 - TERM: NON-EXCLUSIVITY

(a) The term of this non-exclusive Renewal Franchise shall be for a period of ten (10) years and shall commence on the date on which the State Commission issues a Certificate of Confirmation for said Renewal Franchise.

(b) Provided that Franchisee is in substantial compliance with this Agreement and all relevant rules and regulations related thereto, Franchisee is hereby given an option to renew this Franchise for one additional five (5) year period upon notice given to the Town of Franchisee's intention to exercise such option, provided such notice is given in accordance with 16 NYCRR §891 or as such regulations may be amended.

SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS

Permission is hereby granted to Franchisee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Franchisee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this Franchise the Franchising Authority grants Franchisee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways:

SECTION 2.4 - RENEWAL

(a) In accordance with the provisions of federal law, P.S.L. § 222 and applicable regulations, this Renewal Franchise shall be subject to additional renewals for the periods not to exceed fifteen (15) years or such other periods as allowed by law.

(b) In accordance with applicable law, any such renewal or renewals shall be upon mutual written agreement by Franchisee and the Franchising Authority and shall contain such modified or additional terms as Franchisee and the Franchising Authority may then agree.

SECTION 2.5 - RESERVATION OF AUTHORITY

Nothing in this Renewal Franchise shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws/ordinances of general applicability and not specific to the Cable System, Franchisee, or this

Franchise, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways. This Franchise is a contract and except as to those changes which are the result of the Franchising Authority's lawful exercise of its general police power, the Franchising Authority may not take any unilateral action which materially changes the explicit mutual promises in this Franchise. Any changes to this Franchise must be made in writing signed by the Franchisee and the Franchising Authority. In the event of any conflict between this Franchise and any Franchising Authority ordinance or regulation that is not generally applicable, this Franchise shall control. Notwithstanding any other provision of this Franchise, Franchisee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Franchising Authority that conflicts with its contractual rights under this Franchise, either now or in the future.

SECTION 2.6 - NON-EXCLUSIVITY OF FRANCHISE

(a) Franchisee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises or other authorizations to other Cable Service providers or similar wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within the Town's jurisdiction.

(b) As set forth in 16 NYCRR Part 895.3, no municipality may award or renew a franchise for Cable Television Service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.

(c) The issuance of additional franchise(s) shall be subject to all applicable federal and state laws, including 16 NYCRR Part 895.3 and applicable regulations promulgated thereunder.

(d) In the event an application for a new cable television franchise or other authorization is filed with the Franchising Authority, proposing to serve the Town, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Franchisee or incumbent cable operator by

registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(e) To the extent allowed by applicable law(s), the grant of any additional cable television franchise(s) or other authorization shall be on equivalent terms and conditions as those contained in this Renewal Franchise.

(f) In the event that Franchisee believes that any additional franchise(s) or other authorization has been granted on terms or conditions more favorable or less burdensome than those contained in this Renewal Franchise, the Franchisee shall provide the Franchising Authority with written reasons for its belief and commence the formal amendment process by written notice sent to the Town and to the Commission, as set forth in 16 NYCRR Part 892.

(g) Pursuant to 16 NYCRR Part 892-1.3, Franchising Authority shall convene a public hearing in accordance with State and local laws applicable to public hearing generally. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to demonstrate that any such additional franchise(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal Franchise. Franchisee shall provide the Franchising Authority with such financial or other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(h) In the event that Franchisee demonstrates that an existing or future Cable Service provider or wireline-based video service provider in the Town has been provided relief by the Franchising Authority from any obligation of its franchise, Franchisee shall provide the Franchising Authority with written reasons for its belief and commence the formal amendment process by written notice sent to the Town and to the Commission, as set forth in 16 NYCRR Part 892.

(i) Pursuant to 16 NYCRR Part 892-1.3, Franchising Authority shall convene a public hearing in accordance with State and local laws applicable to public hearing generally. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to demonstrate that said existing or future Cable Service provider or wireline-based video service provider has been provided relief by the Franchising Authority from any obligation of its franchise. Franchisee shall provide the Franchising Authority with such

financial or other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(j) In the event that Cable Services or wireline video services are being provided to the Town by any Person(s) or Multichannel Video Programming Distributor ("MVPD") other than Franchisee, which is not in any way an affiliate of Franchisee, and such Person(s) or MVPD is not required by applicable law to be franchised by the Franchising Authority, and to the extent that Franchisee reports to the Franchising Authority, in writing, that the provision of such Cable Services by such Person(s) or MVPD is having a negative financial impact upon Franchisee's Cable System operations in the Town, Franchisee may request, in writing, that the Franchising Authority convene a public hearing on that issue, in accordance with State and local laws applicable to public hearings generally.

(i) Along with said written request, Franchisee shall provide the Franchising Authority with a written basis and written reasons for its determination of such negative impact. At the public hearing, the Franchising Authority shall afford Franchisee an opportunity to present the basis and the reasons for its determination. Franchisee shall provide the Franchising Authority with such financial and other relevant information as is reasonably requested, provided, however, that the parties' counsel mutually and reasonably deem said information is non-proprietary.

(ii) Should Franchisee demonstrate that the Cable Service(s) or wireline-based video service of such Person(s) is having a negative financial impact upon Franchisee's Cable System operations in the Town, Franchisee shall commence the formal amendment process by written notice sent to the Town and to the Commission, as set forth in 16 NYCRR Part 892.

(k) Pursuant to 16 NYCRR Part 892-1.4, no amendment to Franchise Agreement shall be effective without the prior approval of the Commission.

ARTICLE 3

SYSTEM SPECIFICATIONS AND CONSTRUCTION

SECTION 3.1 - AREA TO BE SERVED

(a) Franchisee shall comply with 16 NYCRR Part 895.5 with regard to requirements for construction of cable television plant and provision of cable television services.

(b) Franchisee shall upon request make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least thirty (30) dwelling units per aerial mile and sixty (60) dwelling units per underground mile provided however, that any request for plant extension is measured from the point on the existing Trunk and Distribution System from which a usable Cable Service signal can be obtained and Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Cable Act. For purposes of this section, a home shall only be counted as a "dwelling unit" if such home is within one hundred fifty (150') feet of the nearest distribution pole line within the Public Way. Upon written request from the Town, Franchisee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the Town of the survey results and applicable costs to extend Service to the area.

(c) Franchisee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible provided that Franchisee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Franchisee shall upon request offer Cable Service to all new homes or previously unserved homes located within one hundred fifty feet (150') of Franchisee's Trunk and Distribution System. For non-Standard Installations Franchisee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Franchisee from a contiguous cable television system or currently unserved but could be served

by abutting Town(s) served by Franchisee, Franchisee shall have the option to serve such areas from its cable television system in such abutting Town.

(d) Access to Cable Service will not be denied to any group of potential residential subscribers because of income of the residents of the local area in which such group resides.

(e) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred fifty feet (150') of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Franchisee in accordance with applicable federal and state laws.

(f) Subject to the density requirement in this Section, provided Franchisee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Franchisee shall be allowed additional time for said installation. The Franchising Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Franchisee. Developer shall be responsible for the digging and back-filling of all trenches.

SECTION 3.2 - SUBSCRIBER NETWORK

Franchisee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

SECTION 3.3 - PARENTAL CONTROL CAPABILITY

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Franchisee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Franchising Authority acknowledges that the parental control capability may be part of a converter box and Franchisee may charge Subscriber for use of said converter box.

SECTION 3.4—EMERGENCY ALERT OVERRIDE CAPACITY

Franchisee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

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ARTICLE 4

TECHNOLOGICAL AND SAFETY STANDARDS

SECTION 4.1 - SYSTEM MAINTENANCE

(a) In installing, operating and maintaining equipment, cable and wires, Franchisee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Franchising Authority, except as may be approved by the Franchising Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System for which this Renewal Franchise is granted shall be done in conformance with all applicable state and federal laws, bylaws/ordinances, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Franchisee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

SECTION 4.2 - REPAIRS AND RESTORATION

Whenever Franchisee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Franchisee fails to make such restoration within a reasonable time, the Franchising Authority may fix a reasonable time for such restoration and repairs, and shall notify Franchisee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Franchisee to comply within the time specified, the Franchising Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid

by Franchisee upon written demand by the Franchising Authority. Prior to such repair or restoration, the Town shall submit a written estimate to Franchisee of the actual cost of said repair or restoration.

SECTION 4.3 - CABLE LOCATION

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Franchisee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Franchisee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal Franchise such public utility lines are required by the Franchising Authority or State to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Franchisee for relocating the Cable System shall be reimbursed to Franchisee in the event public or private funds are raised for the project and made available to other users of the Public Way. In the event that funds are not made available for reimbursement, Franchisee reserves the right to pass through its costs to Subscribers.

(c) Nothing in this Section shall be construed to require Franchisee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

SECTION 4.4 - TREE TRIMMING

Franchisee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Franchisee, in accordance with any Town bylaws/ordinances and regulations.

SECTION 4.5 – STRAND MAPS

Franchisee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Franchisee's primary place of business and will be available to the Franchising Authority for inspection by the Franchising Authority upon written request.

SECTION 4.6 - BUILDING MOVES

(a) In accordance with applicable laws, Franchisee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Franchisee shall be given not less than thirty (30) days' advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

(b) Franchisee shall have the right to reimbursement under any applicable insurance or government program for reimbursement.

SECTION 4.7 - DISCONNECTION AND RELOCATION

(a) In accordance with applicable law, Franchisee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Franchising Authority by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a lawful governmental capacity.

(b) In requiring Franchisee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Franchising Authority shall treat Franchisee the same as, and require no more of Franchisee, than any other similarly situated utility.

(c) Franchisee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

SECTION 4.8 - EMERGENCY REMOVAL OF PLANT

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Franchising Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Franchising Authority shall give Franchisee written notice and the ability to relocate wires, cable or other equipment.

(b) Franchisee shall have the right to reimbursement under any applicable insurance or government program for reimbursement. All cable operators or public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town.

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ARTICLE 5
PROGRAMMING

SECTION 5.1 - BASIC CABLE SERVICE

Franchisee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

SECTION 5.2 - PROGRAMMING

(a) Pursuant to 47 U.S.C. 544, Franchisee shall maintain the mix, quality and broad categories of Video Programming as set forth in **Exhibit A**. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Franchisee.

(b) Franchisee shall comply with 76.1603 of the FCC Rules and Regulations, P.S.L. § 224-a, and 16 NYCRR 890.80 regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. Written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

SECTION 5.3 - STEREO TV TRANSMISSIONS

All Broadcast Signals that are transmitted to Franchisee's headend in stereo shall be transmitted in stereo to Subscribers.

SECTION 5.4 - CABLE CHANNELS FOR COMMERCIAL USE

Pursuant to 47 U.S.C. 532, Franchisee shall make available channel capacity for commercial use by persons unaffiliated with Franchisee. Rates for use of commercial leased access channels shall be negotiated between Franchisee and the commercial user in accordance with federal law. Franchisee shall have no editorial control over the content of programming on leased access channels and are not subject to any liability therefrom.

ARTICLE 6

PEG ACCESS CHANNEL(S) AND SUPPORT

SECTION 6.1 - PEG ACCESS CHANNEL(S)

(a) Franchisee shall comply with minimum standards for Public, Educational and Governmental (PEG) access channels by continuing to provide the technical ability to playback pre-recorded programming and to transmit programming consistent with Section 895.4 of the Rules of the State Commission.

(b) Video channels for PEG Access Programming shall be made available in accordance with federal law, 47 U.S.C. 531, and as further set forth below. Franchisee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Franchisee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Franchisee may refuse to transmit any Public Access program or portion of a Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Franchising Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(c) Franchisee shall continue to make available the existing Public Access Channel to be used for playback of Public Access Programming. A Public Access Channel may not be used to cablecast for-profit, political or commercial programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(d) Franchisee shall continue to make available one (1) Government Access Channel which currently originates from Kent Town Hall to be used for governmental access video programming provided by the Franchising Authority. Franchisee shall also continue to make available one (1) Educational Access

Channel, which is currently programmed by the Carmel School District, to be used for educational access programming so long as the channel is programmed by the designated educational institution (currently the Carmel School District). Educational and Governmental Access Channels may not be used to cablecast for-profit, political or commercial programs in any fashion. Unused capacity may be utilized by Franchisee subject to the provisions set forth in subsection (e) below.

(e) In the event the Franchising Authority or other PEG Access User elects not to fully program a PEG Access Channel(s) with original PEG Access Programming, Franchisee may reclaim any unused time on those channels.

SECTION 6.2 – PEG ACCESS CABLECASTING

(a) Franchisee shall continue to provide the technical ability to play back pre-recorded PEG Access programming and to transmit such programming to Subscribers consistent with Section 895.4 of the Rules of the State Commission. Any construction of additional video return lines or origination sites shall be paid for by the Town. Said payment shall be made in advance to the Franchisee subject to the provision to the Town by the Franchisee of a detailed cost estimate.

(b) Franchisee shall own, maintain, repair and/or replace, as necessary, any Franchisee-owned fiber links, IP encoders and network transport gear. The Town and/or PEG access provider shall own, maintain, repair and/or replace all Town and/or PEG access provider equipment and links up to the demarcation point. The demarcation point between Franchisee's equipment and the Town's equipment shall be at the input to the transmitter(s) or Franchisee owned Encoder(s) at the origination location located at 25 Sybil's Crossing in the Town of Kent.

SECTION 6.3 – INTERCONNECTION WITH COMPETING CABLE FRANCHISEE

In the event a Franchise is issued by the Franchising Authority to a competing Franchisee, the competing Franchisee may not connect its system to Franchisee's Cable System for purposes of obtaining PEG Access Programming from the Franchisee's PEG Access channels without the prior written consent of Franchisee.

SECTION 6.4 - PEG ACCESS PROGRAMMING INDEMNIFICATION

The Franchising Authority and/or the Access Provider shall indemnify the Franchisee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Franchising Authority's rules for or administration of PEG Access Programming.

SECTION 6.5 – FRANCHISE RELATED COST

The Franchising Authority acknowledges that under the Cable Act, certain franchise related costs, including but not limited to costs of providing PEG Access channel capacity, transmitting PEG Access programming, the cost to construct video return lines from and to video origination sites, the cost to activate and maintain PEG channels, as well as any other costs arising from the provision of PEG services, and the cost of other franchise requirements may be recovered in accordance with applicable law.

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ARTICLE 7

CUSTOMER SERVICE AND CONSUMER PROTECTION

SECTION 7.1 - CUSTOMER SERVICE

Franchisee shall comply with all customer service regulations of the FCC (47 CFR §76.309) and the customer service regulations promulgated by the State Commission in 16 NYCRR Part 890 as they exist or as they may be amended from time to time.

SECTION 7.2 – SERVICE INTERRUPTIONS

Franchisee shall comply with 16 NYCRR Part 890.65 with respect to credits provided to customers affected by service outages in excess of four (4) continuous hours.

SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY

Franchisee shall comply with applicable federal and state privacy laws and regulations, including 47 U.S.C. 551.

SECTION 7.4 – PROPRIETARY INFORMATION

Notwithstanding anything to the contrary set forth in this Franchise, Franchisee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by Franchisee as confidential and only to disclose it to those employees, representatives, and agents of the Franchising Authority that have a need to know in order to enforce this Franchise and who shall agree to maintain the confidentiality of all such information. Franchisee shall not be required to provide Subscriber information in violation of 47 U.S.C. 551 or any other applicable federal or state privacy law. For purposes of this Section, the terms “proprietary or confidential” include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by Franchisee to be competitively sensitive.

In the event that the Franchising Authority receives a request under a state “sunshine,” public records or similar law for the disclosure of information Franchisee has designated as confidential, trade secret or proprietary, the Franchising Authority shall notify Franchisee of such request and cooperate with Franchisee in opposing such request.

SECTION 7.5 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee’s employees, including repair and sales personnel, entering private property shall be required to carry an employee identification card issued by Franchisee.

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ARTICLE 8

PRICES AND CHARGES

SECTION 8.1 - PRICES AND CHARGES

(a) All rates, fees, charges, deposits and associated terms and conditions to be imposed by Franchisee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations [47 U.S.C. 543]. Before any new or modified rate, fee, or charge is imposed, Franchisee shall follow the applicable FCC and State [P.S.L. 224-a] notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal Franchise shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Franchising Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental ("PEG") Access and other Franchise may be passed through to the Subscribers in accordance with federal law.

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ARTICLE 9
REGULATORY OVERSIGHT

SECTION 9.1 - INDEMNIFICATION

Franchisee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Franchisee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Franchising Authority shall give Franchisee timely (best efforts of 10 business days) written notice of its obligation to indemnify and defend the Franchising Authority within the timely receipt of a claim or action pursuant to this Section. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. The Franchisee shall not be required to indemnify the Franchising Authority for any claims resulting from acts of willful misconduct or negligence on the part of the Franchising Authority.

SECTION 9.2 - INSURANCE

(a) Franchisee shall carry Commercial General Liability insurance throughout the term of this Renewal Franchise and any removal period with an insurance company authorized to conduct business in New York protecting, as required in this Renewal Franchise, Franchisee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.

(b) Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence;

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of Franchisee.

(d) Franchisee shall provide the Franchising Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

SECTION 9.3 - FRANCHISE FEES

(a) Franchisee shall pay a Franchise Fee to the Town throughout the term of this Renewal Franchise equal to five percent (5%) of Franchisee's Gross Annual Revenue.

(b) The Franchise Fee shall be paid semi-annually to the Town throughout the term of this renewal Franchise, no later than sixty (60) days from the last date of the calculation period in each year of this Franchise Renewal.

(c) In accordance with Section 622(b) of the Cable Act, Franchisee shall not be liable for a total financial commitment pursuant to this Renewal Franchise and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) any funding provided by Franchisee to the Franchising Authority, or its designee(s), to be used for PEG Access operations, (ii) any amounts included in the term "Franchise Fee" pursuant to Section 622(g)(1) of the Cable Act, but shall not include (i) interest due herein to the Franchising Authority because of late payments; and (ii) any other exclusion to the term "Franchisee Fee" pursuant to Section 622(g)(2) of the Cable Act.

(d) All payments by Franchisee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

SECTION 9.4 - REPORTS

Franchisee shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.

SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY

Franchisee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

SECTION 9.6 - REVOCATION OF FRANCHISE

The Franchise issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Franchising Authority for any substantial violation of any material provision of this Agreement; for defrauding or attempting to defraud the Town or Subscribers; or for any other material breach of this Agreement; or by the State Commission in accordance with P.S.L. § 227.

SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE

In the event that the Franchising Authority has reason to believe that Franchisee has defaulted in the performance of any or several material provisions of this Renewal Franchise, except as excused by Force Majeure, the Franchising Authority shall notify Franchisee in writing, by certified mail, of the material provision or provisions which the Franchising Authority believes may have been in default and the details relating thereto. Franchisee shall have thirty (30) days from the receipt of such notice to:

- (a) Respond to the Franchising Authority in writing, contesting the Franchising Authority's assertion of default and providing such information or documentation as may be necessary to support Franchisee's position; or
- (b) Cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure

said default and diligently continue such efforts until said default is cured. Franchisee shall report to the Franchising Authority, in writing, by certified mail, at forty-five (45) day intervals as to Franchisee's efforts, indicating the steps taken by Franchisee to cure said default and reporting Franchisee's progress until such default is cured.

(c) In the event that (i) Franchisee fails to respond to such notice of default; and/or (ii) Franchisee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Franchising Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to Franchisee. Franchisee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Franchising Authority shall issue a written determination of its findings. In the event that the Franchising Authority determines that Franchisee is in such default, the Franchising Authority may determine to pursue any lawful remedy available to it.

(e) In the event that (i) the Franchising Authority fails to issue a written reply within 30 days accepting or rejecting Franchisee's response pursuant to 9.8(a) above; (ii) the Franchising Authority fails to issue a written acknowledgement after Franchisee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Franchising Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Franchising authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Franchisee by the Franchising Authority shall be considered null and void.

SECTION 9.8 - TRANSFER OR ASSIGNMENT

(a) This Renewal Franchise shall not be transferred or assigned without the prior written notice to the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld.

(b) In accordance with P.L. §222, transfer of this Renewal Franchise shall not be effective without the prior approval of the Commission.

(c) A transfer or assignment of a franchise or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a franchise or control thereof. An "affiliated company" is any person or entity that directly or indirectly or through one or more intermediaries, controls, is controlled by, or is under common control with another person or entity. The application for consent to an assignment or transfer shall be signed by Franchisee and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application. Within thirty (30) days of receiving a request for consent, the Town shall, in accordance with State and FCC rules and regulations, notify Franchisee in writing of the additional information, if any, it requires to determine the legal, financial, technical and managerial qualifications of the transferee or new controlling party. If the Town has not taken action on Franchisee's request for consent within one hundred twenty (120) days after receiving such request, consent shall be deemed given. Any proposed controlling or owning Person or transferee approved by the Franchising Authority shall be subject to all terms and conditions contained in this Renewal Franchise.

SECTION 9.9 - REMOVAL OF SYSTEM

Upon termination of this Renewal Franchise or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Franchisee shall remove its supporting structures, poles, transmission and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Franchising Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of termination, denial of renewal, or any other lawful action to forbid or disallow Franchisee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

SECTION 9.10 - INCORPORATION BY REFERENCE

(a) All presently and hereafter applicable conditions and requirements of federal, state and generally applicable local laws, including but not limited to the rules and regulations of the FCC and the State of New York (Article 11 of Chapter 48 of the New York Consolidated Laws), as they may be amended from time to time, are incorporated herein by reference, to the extent not enumerated herein. However, no such generally applicable local laws, rules, regulations and codes, as amended, may alter the obligations, interpretation and performance of this Renewal Franchise to the extent that any provision of this Renewal Franchise conflicts with or is inconsistent with such generally applicable local laws, rules or regulations.

(b) Should the State, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

SECTION 9.11 - NO THIRD-PARTY BENEFICIARIES

Nothing in this Renewal Franchise is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal Franchise.

ARTICLE 10

MISCELLANEOUS

SECTION 10.1 - SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal Franchise is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

SECTION 10.2 - FORCE MAJEURE

If for any reason of force majeure Franchisee is unable in whole or in part to carry out its obligations hereunder, said Franchisee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the State of New York or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; pandemics; public health emergencies; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably anticipated or within Franchisee's control.

SECTION 10.3 - NOTICES

(a) Every notice to be served upon the Franchising Authority shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for

a receipt as proof of delivery to the following address or such other address as the Franchising Authority may specify in writing to Franchisee.

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

(b) Every notice served upon Franchisee shall be delivered or sent by certified mail (postage prepaid) or nationally recognized overnight courier service to the following address or such other address as Franchisee may specify in writing to the Franchising Authority.

Comcast Cable Communications, Inc.
Attn: VP, Government/Regulatory Affairs & Community Impact
222 New Park Drive
Berlin, CT 06037

with copies to:

Comcast Cable Communications, Inc.
Attn: Vice President, Government Affairs
676 Island Pond Road
Manchester, NH 03109

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

SECTION 10.4 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment signed by the Franchising Authority and the Franchisee. Any franchise agreements, agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

SECTION 10.5 - CAPTIONS

The captions to sections throughout this Renewal Franchise are intended solely to facilitate reading and reference to the sections and provisions of the Renewal Franchise. Such sections shall not affect the meaning or interpretation of the Renewal Franchise.

SECTION 10.6 - APPLICABILITY OF RENEWAL FRANCHISE

All of the provisions in this Renewal Franchise shall apply to the Town, Franchisee, and their respective successors and assigns.

DRAFT

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS _____ DAY OF

_____ 2022.

TOWN OF KENT

By:

Town Supervisor

COMCAST OF NEW YORK, LLC

By:

Carolynne Hannan
Senior Vice President
Western New England Region

DRAFT

EXHIBIT A

PROGRAMMING

Franchisee shall provide the following broad categories of Video Programming:

- News Programming;
- Sports Programming;
- Public Affairs Programming;
- Children's Programming;
- Entertainment Programming; and
- Local Programming.

DRAFT

Jamie McGlasson

From: Jamie McGlasson
Sent: Tuesday, February 8, 2022 9:01 AM
To: Jamie McGlasson
Subject: FW: Recommendation to Appoint New LCPDAB Member

TOWN OF KENT NOTICE

THIS EMAIL IS FROM AN EXTERNAL SENDER!

DO NOT click links, DO NOT open attachments, DO NOT forward if you were not expecting this email or if it seems suspicious in any way! REMEMBER: NEVER provide your user ID or password to anyone for any reason!

Greetings Madam Supervisor and Councilman Ruthven,

Please be advised that our LCPDAB has interviewed Siobhan Carey about the opportunity to serve on our board, as Dale Cusack has resigned, leaving us with an open seat, and we have voted to recommend having her join us, effective as soon as possible.

We request her nomination be included on your next Town Board agenda, for the Board to vote on our recommendation.

Thank you.

Walter



February 7, 2022

Request to dispose of equipment

Stihl Chainsaws (15-20 years old)

- One (1) – Model 036 (Serial #1125 791 1001)
- One (1) – Model 021 (Serial #1128 791 1001)
- One (1) – Model 009 (Serial # unknown)
- One (1) – Model 009L (Serial # unknown)

Stihl Weed Trimmers

Cost to repair outweighs replacement

- One (1) – Model FS91R (Serial #513109931)
- One (1) – Model FS90R (Serial #291822075)
- One (1) – Model FS80R (Serial # unknown)
- One (1) – Model unknown (Serial # unknown)

Walk Behind Scag Mower

Not run in 6 years, would require major repairs

- One (1) - 52" Advantage - Kawasaki engine (Serial #8140030)



STIAL 036

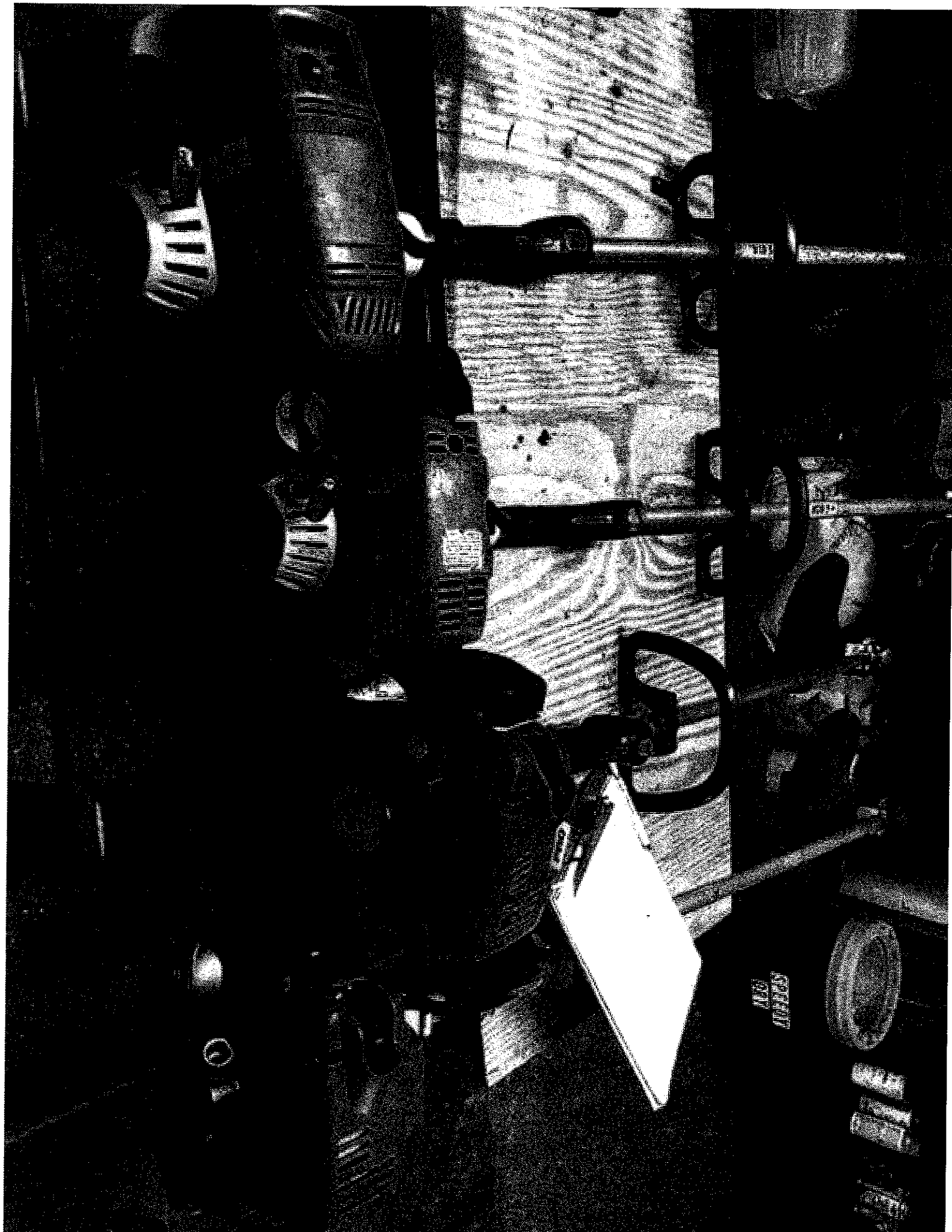
STIAL 036

STIAL 036

STIAL 036



SCAG
52 Advantage



Red Oak Tree Service Inc.

93 Chief Nimham Circle
 Carmel, NY 10512
 845-275-4700
 Redoaktreeservice@yahoo.com

Name / Address
Town of Kent 25 Sybil's Crossing Kent Lakes, NY 10512 845-306-5602

Estimate	
Date	Estimate #
1/21/2022	3022467



HORTICULTURE & ARBORCULTURE
 FULLY LICENSED & INSURED

Description	Qty	Rate	Project	
			Total	
Location: Lake Carmel-20 Ash Trees run along the East side of the Lake. 3 Ash Trees run along the West South, Corner of the Lake. 2 Trees are Located on the West side of the Lake near the Art Studio.		0.00	0.00	
Take down 25 ASH Trees- All are Marked with Ribbon- All Wood and Branches will be removed.		10,000.00	10,000.00	
Stump Grind- Grind 25 Ash Tree Stumps.		5,000.00	5,000.00	
Wood -All Wood will be removed and Branches will be chipped and removed.		0.00	0.00	
Equipment-Mini Loader and Stump Grinder.		0.00	0.00	
Tax exempt		0.00	0.00	
Total			\$15,000.00	



Larry Reynolds Tree Service Inc.

168 Tibet Drive Carmel, NY 10512

Office (845) 225-7954 Cell (917) 295-3546 Fax (845) 228-5246

Email: larryreynoldstree2@gmail.com

Proposal

Town of Kent Parks and
Recreation

25 Sybils Crossing

Carmel, N.Y.

C/O Frank Sabatini

Date	Description
1/31/22	<p>Tree Bid:</p> <p>Complete removal of 25 marked Trees around Lake</p> <p>Take down, chip brush, remove all wood and logs</p> <p style="text-align: right;">\$18,500.00</p> <p>Stumps:</p> <p>Grind 25 Tree Stumps and remove debris</p> <p style="text-align: right;">\$7,500.00</p>

Jimmy Trees Inc

RECIPIENT:

Heidi
Lake Carmel, New York

Quote #852

Sent on Feb 11, 2022

Total \$15,000.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Tree Removal	Take down 25 dead Ash tree's around the lake that are tagged. Remove all debris from the property.	1	\$11,000.00	\$11,000.00
Stump Removal	Grind all of the stumps of the tree's being removed, except for the ones that can not be reached with the machine. Remove all of the debris from the property.	1	\$4,000.00	\$4,000.00

Total \$15,000.00

Putnam County License #50151

This quote is valid for the next 30 days, after which values may be subject to change.



1-800-295-5510
 uline.com
 customer.service@uline.com

**PRICING
 REQUEST**

REQUEST # 69354417

Thank you for your interest in Uline!

PROVIDED TO: KENT TOWN OF
 RECYCLING CENTER
 25 SYBILS XING
 KENT LAKES NY 10512-4744

SHIP TO: KENT TOWN OF
 RECYCLING CENTER
 25 SYBILS XING
 KENT LAKES NY 10512-4744

CUSTOMER NUMBER			SHIP VIA	REQUEST DATE	
6582195			J.P. EXPRESS	02/11/22	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE
1	EA	H-1564M-R	STANDARD FLAMMABLE STORAGE CABINET - MANUAL DOORS, RED, 45 GALLON	845.00	845.00
1	EA	H-1563-ADD	ADDITIONAL SHELF FOR STANDARD FLAMMABLE STORAGE CABINETS - 30 AND 45 GALLON	53.00	53.00

SUB-TOTAL 898.00	SALES TAX .00	SHIPPING/HANDLING 183.48	TOTAL 1,081.48
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NOTE:
 ATTENTION: HEIDI LINK



READY FOR THE WORKDAY™

Quotation

Cintas First Aid & Safety

Prepared For:

Town Of Kent Parks Dept.

Howard Sacks

Service Manager

114 Center Point Blvd

Pittston, PA 18640

Phone #: (570) 891-0400

Fax #: (570) 655-2220

Route 17

2 Glensida Avenue

Carmel, NY

Date:	2/2/2022
Quote Expires:	3/4/2022

Product Number	Product Description	Unit Price	Quantity	Extended Price
DEDCFC100	REVIVER AED PACKAGE / EA	\$1,395.00	1	\$1,395.00
74310032	LIFEREADY AED MGMT 3YR / EA	\$375.00	1	\$375.00
19190	NEW DELUXE AED CABINET W/ALARM BLANK / EA	\$100.00	1	\$100.00
21859	REVIVER PREP RESP KIT FUL / EA	\$35.26	1	\$35.26
341810	AED V SIGN, 6IN X 9IN / EA	\$16.23	1	\$16.23

Page 1

Service Charge	\$15.95
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Subtotal	\$1,937.44
-----------------	-------------------

Pending applicable tax

not an invoice. Quote Valid for 30 days.

Signature _____



Quotation

Cintas First Aid & Safety

Prepared For: **Town Of Kent Parks Dept.**

Howard Sacks
Service Manager
114 Center Point Blvd
Pittston, PA 18640
Phone #: (570) 891-0400
Fax #: (570) 655-2220
Route 17

2 Gleneida Avenue
Carmel, NY

Date: 2/2/2022
Quote Expires: 3/4/2022

Product Number	Product Description	Unit Price	Quantity	Extended Price
133441 sa	SD EYEWASH SERVICE AGREEMENT / EA	\$100.00	1	\$100.00
13216	EYEWASH STATION MAT / EA	\$0.00	1	\$0.00
132245	EW FLUID DISPOSAL CART / EA	\$0.00	1	\$0.00
584950	EYEWASH PRESERVATIVE / EA	\$0.00	1	\$0.00
600	EYEWASH STATION SERVICE	\$0.00	1	\$0.00
608304	CINTAS BLUE TAMPER SEAL	\$0.00	1	\$0.00
617353	EYEWASH STATION STAND	\$0.00	1	\$0.00
PZV1EW03A	EYEWASH V SIGN	\$0.00	1	\$0.00

Page 1

Service Charge	\$15.95
Subtotal	\$115.95

Pending applicable tax

Get an Invoice. Quote Valid for 30 days.

Signature _____

Jamie McGlasson

From: Alexa Brandihall
Sent: Tuesday, February 8, 2022 9:16 AM
To: Jamie McGlasson
Subject: Pitney Bowes Contract
Attachments: Pitney Bowes Contratcs.pdf

Good morning,

Pitney Bowes contract:

Attached are the Pitney Bowes contracts for the town. The contract rate for the mail machine is not increasing from the previous contract. The monthly amount is \$300.26 (\$3,603.12) for the mail machine only. The monthly amount for the mail machine and the folding machine is \$394.67 (increase of \$94.41 monthly/ \$1,132.92 yearly).

Each contract is for a term of 60 months and includes all maintenance and on both the mail machine and the folding machine.

Please let me know if additional information is needed.

Thanks,
Alexa

Alexa Brandi-Hall
Confidential Secretary to Supervisor
Town of Kent
25 Sybil's Crossing
Kent Lakes, NY 10512
(845) 225-3943 Office



State and Local Term Rental

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee				Tax ID # (FEIN/TIN)			
TOWN OF KENT OFFICE OF THE SUPERVISOR							
Sold-To: Address							
25 SYBILS XING, KENT LAKES, NY, 10512-4744, US							
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #			
Alexa Brandi-Hall		8452253943		0012662714			
Bill-To: Address							
25 SYBILS XING, KENT LAKES, NY, 10512-4744, US							
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email	
Alexa Brandi-Hall		8452253943		0012662714		abrandihall@townofkentny.gov	
Ship-To: Address							
25 SYBILS XING, KENT LAKES, NY, 10512-4744, US							
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #			
Alexa Brandi-Hall		8452253943		0012662714			
PO #							

Your Business Needs

Qty	Item	Business Solution Description
1	FOLDER	Folder
	DF2F	Install/Training for DF800/900
1	DF80	DF800 OfficeRight Folder
1	STDSLA	Standard SLA-Equipment Service Agreement (for Folder)
1	TB70064	Folder Localization Kit -US
1	SENDPROPSERIES	SendPro P Series
1	1FWW	10lb Interfaced Weighing Feature
1	4W00	Connect+ /SendPro P Series Meter
1	APKE	SendPro P Receiving Feature
1	APKF	SendPro P Shipping Feature Access
1	APSA	Connect+ 145 LPM Speed
1	AZBA	SendPro P1000 Series
1	AZBE	SendPro P Series Mono Print Module
1	M9SS	Mailstream IntelliLink Services 2

1	ME1C	Meter Equipment - P Series, LV
1	MSD1	10in Color Touch Display
1	MW90007	SendPro P Series Drop Stacker
1	MW96000	Weighing Platform
1	MW97182	Wireless LAN Adapter
1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
60	\$ 394.67	\$ 1,184.01	

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/state/local/terms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature
Print Name
Title
Date
Email Address

Pitney Bowes Signature
Print Name
Title
Date

Sales Information

Linda Pachter	linda.pachter@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

1	PTJ1	SendPro Online
1	PTJN	Single User Access
1	PTJR	50 User Access with Hardware or Meter
1	PTK1	Web Browser Integration
1	PTK3	SendPro P Series Meter Integration
1	SJM1	SoftGuard for SendPro P1000
1	STDLSLA	Standard SLA-Equipment Service Agreement (for SendPro P Series)
1	T6CS	Receiving - Standard

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 300.26	\$ 900.78

*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/statelocaltopterms> and are incorporated by reference. The term lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
 State/Entity's Contract# _____

 Lessee Signature

 Print Name

 Title

 Date

 Email Address

 Pitney Bowes Signature

 Print Name

 Title

 Date

Sales Information

Linda Pachter	linda.pachter@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

PERFORMANCE BOND FOR EROSION AND SEDIMENT CONTROL

Michelle & William Brigman

435 Terrace Place

Cortlandt Manor, NY 10567

For Property located at

Laurel Mountain Ct.

Kent, NY 10512

TM: 19.-1-31

Bond given by Michelle & William Brigman, 435 Terrace Place, Cortlandt Manor, New York, NY 10567 for property located at Laurel Mountain Court, Kent, NY 10512; Tax Map #19.-1-31 ("Obligor") to the Town of Kent, a municipal corporation whose Town Hall is located at 25 Sybil's Crossing, Kent Lakes, New York, 10512 ("Obligee"), dated _____.

KNOW ALL PEOPLE BY THESE PRESENTS that the Obligor is held and firmly bound unto the Obligee in the sum of \$17,860.00, along with an initial inspection fee deposit of \$1,000.00 for the payment whereof to the Obligee the said Obligor binds itself, its successors and assigns.

WHEREAS, Obligor has obtained the approvals from the Obligee for land development activity, as that term is defined in Town of Kent Town Code Chapter 66 (the "Code"), on certain real property located in the Town of Kent, in connection with which erosion and sedimentation controls ("Controls") are required and the Erosion and Sediment Control Plan documents shall be required in accordance with the Code in effect as of the date of this Bond; and

WHEREAS, in conjunction with such Steep Slope and Erosion Control Permit Applications, the Obligor has submitted to the Obligee, plans and specifications for the construction of detached single-home, driveway, well and septic systems as well as a stormwater structure, pipe replacement and wetland mitigation, known as the Brigman Property ("Project Plans") and the Erosion and Sediment Control Plan, prepared by Putnam Engineering, 4 Old Route 6, Brewster, NY 10509 Engineering; and

WHEREAS, all these plans were reviewed on _____ by the Obligee. A conditional approval of land development activity in the nature of a Steep Slope and Erosion Control Permit of plans to construct a single family residence in an R-80 zoning district. The proposed project is within the NYCDEP East of Hudson watershed and will disturb more than 5,000 SF of land. A Town of Kent Steep Slope and Erosion Control Permit is required as well as coverage under NYSDEC SPDES General Permit for Stormwater Discharges from Construction Activity, GP-0-20-001.

WHEREAS, the amount of this bond is based upon a recommendation by the Planning Board Consulting Engineer to the Planning Board dated _____ ; and

WHEREAS, as condition to the issuance and approval of a Steep Slope and Erosion Control Permit, the Code requires the owner or applicant, prior to construction, to provide the Obligee with a cash escrow, an irrevocable letter of credit or a certified check drawn upon a national or state bank or other cash equivalent, which guarantees satisfactory completion of the Erosion and Sediment Control Plan, which security shall remain in full force and effect until the Obligor is released from liability by the Town, provided that such a period shall not be less than two years from the date of final acceptance or such other certification that the erosion and sedimentation controls have been completed in accordance with approved Project Plans; and

WHEREAS, the Planning Board of the Town of Kent has granted the Erosion Control Permit subject to the posting of two checks made out to the Town of Kent, one in the amount of \$10,167.00 as a performance guarantee to be deposited into an escrow account pending the completion of the project for which the erosion control measures are necessary; and a second check in the amount of \$1,000.00 as the initial inspection fee to be held in escrow and used to fund inspections by the Town's consultants during construction and delivered to:

The Kent Planning Board
25 Sybil's Crossing
Kent, NY 10512

No funds may be withdrawn from the said escrow account until a resolution has been duly made by the **Town Board of The Town of Kent**, authorizing such surrender or withdrawal.

In the event the erosion control work approved shall not have been duly completed by **WILLIAM & MICHELLE BRIGMAN**, as per the conditions and specifications of the **Planning Board of The Town of Kent**, the **Town Board** shall have the right to withdraw the aforesaid escrow monies (\$17,860.00 performance guarantee and remaining money left in the inspection fee of \$1,000.00 or as replenished) and complete the required work for **WILLIAM & MICHELLE BRIGMAN**; with full use of said sums as the Town requires;

Upon full completion of the work allowed pursuant to the conditions and specifications heretofore imposed by the **Planning Board of The Town of Kent**, by **WILLIAM & MICHELLE BRIGMAN**, the aforesaid escrow monies (\$17,860.00 performance guarantee and remaining money left in the inspection fee of \$1,000.00) after the work has been completed shall be returned or refunded to **WILLIAM & MICHELLE BRIGMAN 835 Terrace Place, Cortlandt Manor, NY 10567**, except for any portion of the \$17,860.00 used by the Town to perform the approved work or paid by the Town to have the approved work performed.

This bond may not be assigned or transferred without the prior written approval of the **Planning Board and Town Board of The Town of Kent.**

The applicant hereby expressly authorizes the **Town of Kent**, its agents, employees, engineers, consultants and/or planners to enter upon the Owner's/Applicant's property for the purpose of inspecting the erosion control system installed and the site work being performed in accordance with the approved plans, provided that the **Town of Kent** provides at least 24 hours notice to **WILLIAM & MICHELLE BRIGMAN**;

Dated: _____, 2021

WILLIAM BRIGMAN

By: _____
(Signature)

(Print/Type signatory's name)

William Brigman

MICHELLE BRIGMAN

By: _____
(Signature)

(Print/Type signatory's name)

Michelle Brigman

Owner/Obligee, William & Michelle Brigman
(print/type signatory's title)

STATE OF _____)

) ss.:

COUNTY OF _____)

On the ____ day of _____, 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC



Memorandum

To: Planning Board
Town of Kent

Attn: Philip Tolmach
Chairman

From: John V. Andrews, Jr., P.E.

Subject: Erosion Control Plan – 2nd Revised
Submittal

Date: February 8, 2022

Project: Brigman
TM # 19.-1-31

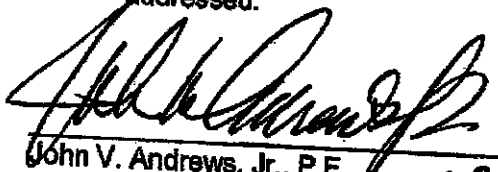
The following materials were reviewed:

- Letter to John V. Andrews, Jr., P.E.- Brigman Erosion Control and Wetland Permit from Putnam Engineering, PLLC dated January 18, 2022.
- Letter to Bruce Barber, Environmental Planning Consultant- Brigman Erosion Control and Wetland Permit from Putnam Engineering, PLLC dated January 18, 2022.
- Drawing EC-1-Erosion Control Plan-Lot 3 of the Woods at Hortontown, Town of Kent, prepared by Putnam Engineering PLLC, dated January 18, 2022, last revised January 18, 2022, scale As Noted.
- Drawing EC-2-Steep Slopes Map & Tree Identification-Lot 3 of the Woods at Hortontown, Town of Kent, prepared by Putnam Engineering PLLC, dated January 18, 2022, last revised January 18, 2022, scale As Noted.
- Drawing D-1-Details -Lot 3 of the Woods at Hortontown, Town of Kent, prepared by Putnam Engineering PLLC, dated January 18, 2022, last revised January 18, 2022, scale As Noted.
- Drawing D-2-Details -Lot 3 of the Woods at Hortontown, Town of Kent, prepared by Putnam Engineering PLLC, dated January 18, 2022, last revised January 18, 2022, scale As Noted.

The project proposes construction of new single-family residence on an existing lot of record including an extension of an existing drive, new individual well and onsite wastewater disposal system. Information provided indicates the lot has Putnam County Health Department (PCHD) approval for well and septic, issued April 12, 2021. Modifications to the project required an adjustment to the location of the septic system and may require an amended PCHD approval. Portions of the proposed house and driveway fall within a wetland buffer as established by soil types. The total proposed land disturbance associated with the proposed action is 42,400 square feet (SF).

The subject Erosion and Sediment Control Plan is not approved. The following comments are provided for the Planning Board's consideration based on our October 21, 2021 and December 27, 2021 memoranda. Comments from that memorandum not included herein have been satisfactorily resolved. New or supplementary comments are shown in **bold**.

1. The Planning Board closed the public hearing at the January 13, 2022 meeting. Upon the close of the public hearing, the Planning Board authorized the project to be placed on an administrative track for permit completion subject to a return to the Planning Board for acceptance of a bond amount and referral to the Town Board.
2. We defer to the Planning Board's environmental consultant regarding wetland issues. The project will require a Wetland Permit for the conduct of a regulated activity in the wetland or wetland buffer.
3. We received a draft Notice of Intent (NOI) and an MS4 Acceptance Form, partially completed, with prior submittal. Once the SWPPP is accepted we will complete and return the MS4 Acceptance Form to the Project Sponsor for filing.
4. Refer to the Drawings:
 - a. A concrete washout station has been shown and a detail provided. The detail needs to be expanded to incorporate a liner and maintenance requirements.
5. We recommend the bond estimate of \$ 17,860.00 prepared by us (Copy Attached) be accepted for the bond amount and recommended for acceptance/approval by the Town Board.
6. The applicant is responsible for full payment of actual costs of erosion control inspections. An initial inspection fee deposit of \$1000 is to be paid to the Town in accordance with the Town of Kent Fee Schedule.
7. Provide a written response with future submittals stating how the comments have been addressed.


John V. Andrews, Jr., P.E. 2.8.2022

Attachment

cc: Planning Board via email
Bill Walters via email
21-261-999-175

Bruce Barber via email
Liz Axelson via email



**ROHDE, SOYKA
& ANDREWS**
Consulting Engineers, P.C.

40 Garden Street
Poughkeepsie, NY 12601
Phone: (845) 452-7515 Fax: (845) 462-8335
E-Mail Address: info@rsaengrs.com

Wilfred A. Rohde, P.E • Michael W. Soyka, P.E • John V. Andrews, Jr., P.E.

To: Planning Board Town of Kent
From: John V. Andrews, Jr., P.E.
Date: February 8, 2022

Attn: Phillip Tolmach, Chairman
Subject: Erosion Control Bond Amount - Revised
Project: Brigman
Tax Map: 19.-1-31

The erosion control bond is as follows:

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
Grass swale	250	LF	\$ 5.00	\$ 1,250.00
Concrete truck washout pit	1	EA	\$ 500.00	\$ 500.00
Erosion blanket	660	SY	\$ 2.00	\$ 1,320.00
Soil stockpiles	1	EA	\$ 500.00	\$ 500.00
End sections	2	EA	\$ 250.00	\$ 500.00
End sections w/ riprap pads - 8"	1	EA	\$ 250.00	\$ 250.00
15" dia drainage pipe	30	LF	\$ 25.00	\$ 750.00
8" dia drainage pipe	40	LF	\$ 13.50	\$ 540.00
Roof drain pipe	40	LF	\$ 7.50	\$ 300.00
Seed and mulch	3,600	SY	\$ 1.25	\$ 4,500.00
Rain garden	1	EA	\$ 750.00	\$ 750.00
Stabilized construction entrance	1	EA	\$ 750.00	\$ 750.00
Live Cuttings	140	EA	\$ 5.00	\$ 700.00
Level Spreader	2	EA	\$ 500.00	\$ 1,000.00
Silt Fence	850	LF	\$ 5.00	\$ 4,250.00
			TOTAL:	\$ 17,860.00



Cornerstone Associates

Environmental Planning Consultants
1770 Central Street
Yorktown Heights, NY 10598
Phone: (914)-299-5293

February 10, 2022

To: Planning Board

From: Bruce Barber
Town of Kent Environmental Consultant

Re: Brigman Application
Hortontown Road
Section 19 Block 1 Lot 31
Town of Kent, New York 10512

Dear Chairman Tolmach and Members of the Planning Board:

Please be advised that I have reviewed the bond estimate of \$17,860.00 for the above referenced project. I find this estimate reasonable and have and recommend acceptance and referral to the Town Board.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Bruce Barber, PWS, Certified Ecologist
Town of Kent Environmental Planning Consultant

Bid Opening
Asphaltic Concrete In-Place
Noon, February 11, 2022

Present: Highway Superintendent Othmer, Town Clerk Cappelli and 2 Bidders

1. KECT Construction Corp. PO Box 201 Patterson, NY 12563
2. Intercounty Paving Co, PO Box 360, Carmel, NY 10512
3. Gorman Bros., Inc. 200 Church Street, Albany, NY 12202
4. Clove Excavators, Inc, 212 Van Wagner Road, Poughkeepsie, NY 12603

BID FORM

The Town of Kent is soliciting bids for Bituminous Asphaltic Concrete In Place and milling/reclaiming and resurfacing of town roads. Estimated quantities for each category have been included in the bid, the bidder must extend their unit prices to the estimated quantities. The project will be awarded to the contractor with the lowest bid price per section, which will be calculated by summing the extended prices in each section. The Town reserves the right to award the sections to separate bidders based on the lowest bidder in each section. The quantities are only estimates and the Superintendent may elect to do more or less work in any of the categories at the time of the project. The awarded contractor will be paid based on the unit price in each category.

Proposal Unit Price Schedule:

2022 Bituminous Asphaltic Concrete In Place

2022 Milling & Resurfacing

Company Name: KEET CONSE CORP.

Date: 2.11.22

Address: P.O. Box 301 PATTERSON N.Y. 12563

Phone Number: 845-878-3419

Section I: Bituminous Asphaltic Concrete In Place

- 1) Item # 403.13-3/4" Dense Binder-5.5% Asphalt Content \$ 104.30 Per Ton
Laid-in-place per specifications
- 2) Item # 403.1701 Top Type 6F-6.4% Asphalt Content \$ 104.30 Per Ton
Laid-in-place per specifications
- 3) Item #402.06-6.3mm Superpave Polymer Modified Asphalt \$ 119.30 Per Ton
AC-20 Base Terminal Price * 570.00 Per Ton

*As of November 15,2021

All deliveries are to be made on business weekdays between the hours of 7:00 AM and 3:00 PM, except as may be otherwise be arranged by supplier and purchaser.

5. PENALTY:

In the event deliveries are not made as specified to a Town delivery point the Superintendent of Highways shall reserve the right to purchase any such bid item on the open market, and to charge any increase in price paid over the current price to the account of the contractor.

6. DELIVERY OF UNAPPROVED SUBSTITUTIONS:

Vendors are authorized to ship only those items covered by the Town contract. If a review of orders placed by the Town reveals that an item other than those covered by and specified in the Town contract have been ordered and delivered, the Superintendent of Highways will take such steps as are necessary to have the item(s) returned to the vendor at vendor's cost regardless of the time lapse between the date of delivery and discovery of the violation and full credit will be demanded. Violation of this clause may result in the removal of the offending vendor(s) name from the Towns' mailing list for a period up to three years.

7. NEW PRODUCTS:

All products will be NEW unless otherwise indicated in this bid.

8. METHOD OF OPERATION:

After the bids are opened and the successful bidder determined, a "NOTICE OF AWARD" or equivalent will be forwarded to the successful bidder. At that time, the other bidders may request, in writing, a list of pricing submitted by all bidders. It is required that the supplier cooperate with the Town to the fullest extent to the end that the materials supplied are delivered to the Town in strict accordance with the specifications and delivery requirements of the bid proposal.

For the duration of the Town Contract the Town may order material covered by the contract directly from the vendor when and as required. These orders will be covered by the issuance of a Town of Kent voucher.

9. TRADE NAMES:

Bidders shall state the trade name, brand name or manufacturer for each item bid. Such trade names shall not in any way set aside the requirement of compliance with specifications.

Reference to a particular trade name, brand name or manufacturer catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirement of the Town of Kent. They should not be construed as nor are they intended to exclude proposals on other types of materials, equipment and supplies unless the words "NO SUBSTITUTIONS" are added to that particular line item on the specification page.

Section II:

Per Day Flagging Crew \$ 1800.00 Per Day

Section III:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1A	Driveway Key Cuts	EA.	10	\$ <u>300.00</u>	\$ <u>3,000.00</u>
1B	Roadway Cuts	EA.	10	\$ <u>400.00</u>	\$ <u>4,000.00</u>
5	Tack Coat	Gal	1000	\$ <u>9.00</u>	\$ <u>9,000.00</u>

Grant Total Section III \$ 16,000.00

Section IV:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	Full Depth Reclamation	SY	16,200	\$ <u>8.00</u>	\$ <u>129,600.00</u>
3	Area Milling	SY	16,200	\$ <u>6.00</u>	\$ <u>97,200.00</u>
4	Milling Disposal	Ton	1,800	\$ <u>10.00</u>	\$ <u>18,000.00</u>

Total Bid Section IV \$ 244,800.00

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery 30 (DAYS) after verbal or written receipt of Purchase order(s).

Bidder KENT CONST CORP.

Address P.O. Box 201, PUTTANSON C.T. 12963

Authorized Signature *[Handwritten Signature]*

Phone 845-878-3419 Date 2-11-82

NON-COLLUSIVE BIDDING CERTIFICATE

Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Paul M. Woods

(Signature of individual signing bid)

Resolved that

Paul M. Woods

(Signature of individual signing bid)

Be authorized to sign and submit the bid or proposal of this corporation for the following project

Asphaltic Conc. Inc - Place

(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by *Kee Const. Corp*

Corporation at a meeting of its board of directors held on the

21st Day of *MAY* 2021

Paul M. Woods

Secretary

(Seal of Corporation)

Insurance Agreement for Contractors

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, contractor hereby agrees to effectuate the naming of the Town of Kent as an unrestricted additional insured on the contractor's insurance policies with the exception of workers' compensation.
- II. The policy naming the Town of Kent as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State Admitted Insurer.
 - Provide for 30 days notice of cancellation.
 - State that the organizations' coverage shall be primary non-contributory for the Town of Kent, its Board, employees and volunteers.
 - The Town of Kent shall be listed as an additional insured by using endorsement CG2026 or equivalent form. The certificate must state this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and certificate must state as such.
 - Additional Insured including Products Completed Operations (CG2037) must be included and certificate must indicate.
 - Waiver of Subrogation must be provided in favor of the Town of Kent
 - Contractual Liability must be included and indicate on certificate
- III. The contractor agrees to indemnify the Town of Kent for any applicable deductibles.
- IV. Required Insurance:
 - **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 general aggregate and products completed operations aggregates. The general aggregate shall apply on a per-project basis.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles. An insurance carrier with A.M. Best rating "secured" or better
 - **Workers Compensation**
Statutory Workers Compensation and Employers Liability Insurance for all employees. An insurance carrier with an A.M. Best rated "secured" or better
 - **Owners Contractors Protective Insurance when applicable**
(Required for construction projects in excess of \$200,000)
 - **Excess Insurance**
\$5,000,000 per occurrence/\$5,000,000 general aggregate limit
 - **Bid, Performance and Labor & Material Bonds**
If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing, A.M. Best rated "secured" or better

BID FORM

The Town of Kent is soliciting bids for Bituminous Asphaltic Concrete In Place and milling/reclaiming and resurfacing of town roads. Estimated quantities for each category have been included in the bid, the bidder must extend their unit prices to the estimated quantities. The project will be awarded to the contractor with the lowest bid price per section, which will be calculated by summing the extended prices in each section. The Town reserves the right to award the sections to separate bidders based on the lowest bidder in each section. The quantities are only estimates and the Superintendent may elect to do more or less work in any of the categories at the time of the project. The awarded contractor will be paid based on the unit price in each category.

Proposal Unit Price Schedule:

2022 Bituminous Asphaltic Concrete In Place

2022 Milling & Resurfacing

Company Name: Intercounty Paving Co

Date: 2/11/22

Address: P.O. Box 360 Carmel, N.Y.

Phone Number: 845-226-6575

Section I: Bituminous Asphaltic Concrete In Place

- | | | |
|----|---|--------------------------|
| 1) | Item # 403.13-3/4" Dense Binder-5.5% Asphalt Content | \$ <u>89.22</u> Per Ton |
| | Laid-in-place per specifications | |
| 2) | Item # 403.1701 Top Type 6F-6.4% Asphalt Content | \$ <u>91.28</u> Per Ton |
| | Laid-in-place per specifications | |
| 3) | Item #402.06-6.3mm Superpave Polymer Modified Asphalt | \$ <u>110.22</u> Per Ton |
| | AC-20 Base Terminal Price * <u>570</u> Per Ton | |

*As of November 15,2021

Section II:

Per Day Flagging Crew \$ 1,400 Per Day

Section III:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1A	Driveway Key Cuts	EA.	10	\$ <u>275</u>	\$ <u>2,750</u>
1B	Roadway Cuts	EA.	10	\$ <u>435</u>	\$ <u>4,350</u>
5	Tack Coat	Gal	1000	\$ <u>10.25</u>	\$ <u>10,250</u>

Grant Total Section III \$ 17,350

Section IV:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	Full Depth Reclamation	SY	16,200	\$ <u>3.95</u>	\$ <u>63,990</u>
3	Area Milling	SY	16,200	\$ <u>3.85</u>	\$ <u>62,370</u>
4	Milling Disposal	Ton	1,800	\$ <u>0.25</u>	\$ <u>450</u>

Total Bid Section IV \$ 126,810

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery 30 (DAYS) after verbal or written receipt of Purchase order(s).

Bidder Intercounty Paving Co., Inc.

Address PO Box 360, Carmel, NY 10512

Authorized Signature ~~_____~~ Patricia Spore

Phone 845-226-6575 Date 2/11/22

NON-COLLUSIVE BIDDING CERTIFICATE

Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

[Signature]
(Signature of individual signing bid) Patricia Spawo
Resolved that [Signature]
(Signature of individual signing bid) Patricia Spawo

Be authorized to sign and submit the bid or proposal of this corporation for the following project
Asphalt Concrete in Place Town of Kent
(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Intercounty
Rawins Co., Inc
Corporation at a meeting of its board of directors held on the
25 Day of January 2022

(Seal of Corporation) [Signature]
Secretary

BID FORM

The Town of Kent is soliciting bids for Bituminous Asphaltic Concrete In Place and milling/reclaiming and resurfacing of town roads. Estimated quantities for each category have been included in the bid, the bidder must extend their unit prices to the estimated quantities. The project will be awarded to the contractor with the lowest bid price per section, which will be calculated by summing the extended prices in each section. The Town reserves the right to award the sections to separate bidders based on the lowest bidder in each section. The quantities are only estimates and the Superintendent may elect to do more or less work in any of the categories at the time of the project. The awarded contractor will be paid based on the unit price in each category.

Proposal Unit Price Schedule:

2022 Bituminous Asphaltic Concrete In Place

2022 Milling & Resurfacing

Company Name: Gorman Bros., Inc.

Date: 2/8/22

Address: 200 Church Strete, Albany, NY 12202

Phone Number: 418-462-5401

Section 1: Bituminous Asphaltic Concrete In Place

- | | | |
|----|---|--------------------------|
| 1) | Item # 403.13-3/4" Dense Binder-5.5% Asphalt Content | \$ <u>No Bid</u> Per Ton |
| | Laid-in-place per specifications | |
| 2) | Item # 403.1701 Top Type 6F-6.4% Asphalt Content | \$ <u>No Bid</u> Per Ton |
| | Laid-in-place per specifications | |
| 3) | Item #402.06-6.3mm Superpave Polymer Modified Asphalt | \$ <u>No Bid</u> Per Ton |
| | AC-20 Base Terminal Price * <u>n/a</u> Per Ton | |

*As of November 15,2021

Section II:

Per Day Flagging Crew \$ _____ Per Day

Section III:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1A	Driveway Key Cuts	EA.	10	\$ <u>No Bid</u>	\$ <u>No Bid</u>
1B	Roadway Cuts	EA.	10	\$ <u>No Bid</u>	\$ <u>No Bid</u>
5	Tack Coat	Gal	1000	\$ <u>No Bid</u>	\$ <u>No Bid</u>

Grant Total Section III \$ No Bid

Section IV:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	Full Depth Reclamation	SY	16,200	\$ <u>2.00</u>	\$ <u>32,400.00</u>
3	Area Milling	SY	16,200	\$ <u>No Bid</u>	\$ <u>No Bid</u>
4	Milling Disposal	Ton	1,800	\$ <u>No Bid</u>	\$ <u>No Bid</u>

Total Bid Section IV \$ 32,400.0

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery 30 (DAYS) after verbal or written receipt of Purchase order(s).

Bidder Gorman Bros., Inc.

Address 20 Church Street, Albany, NY 12202

Authorized Signature Joseph Farnell

Phone 518-462-5401 Date 2/8/22

NON-COLLUSIVE BIDDING CERTIFICATE

Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

Joseph Farnel

(Signature of individual signing bid)

Resolved that

Joseph Farnel

(Signature of individual signing bid)

Be authorized to sign and submit the bid or proposal of this corporation for the following project

Full Depth Reclamation

(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Gorman Bros, Inc.

Corporation at a meeting of its board of directors held on the

8th

Day of

January

20¹⁹

see attached corporate resolution

Secretary

(Seal of Corporation)

BID FORM

The Town of Kent is soliciting bids for Bituminous Asphaltic Concrete In Place and milling/reclaiming and resurfacing of town roads. Estimated quantities for each category have been included in the bid, the bidder must extend their unit prices to the estimated quantities. The project will be awarded to the contractor with the lowest bid price per section, which will be calculated by summing the extended prices in each section. The Town reserves the right to award the sections to separate bidders based on the lowest bidder in each section. The quantities are only estimates and the Superintendent may elect to do more or less work in any of the categories at the time of the project. The awarded contractor will be paid based on the unit price in each category.

Proposal Unit Price Schedule:

2022 Bituminous Asphaltic Concrete In Place

2022 Milling & Resurfacing

Company Name: Clove Excavators, Inc.

Date: 02/11/2022

Address: 212 Van Wagner Road Poughkeepsie, NY 12603

Phone Number: 845-452-5030

Section I: Bituminous Asphaltic Concrete In Place

- | | | |
|----|---|--------------------------|
| 1) | Item # 403.13-3/4" Dense Binder-5.5% Asphalt Content | \$ <u>94.50</u> Per Ton |
| | Laid-in-place per specifications | |
| 2) | Item # 403.1701 Top Type 6F-6.4% Asphalt Content | \$ <u>94.50</u> Per Ton |
| | Laid-in-place per specifications | |
| 3) | Item #402.06-6.3mm Superpave Polymer Modified Asphalt | \$ <u>120.00</u> Per Ton |
| | AC-20 Base Terminal Price * <u>\$570.00</u> Per Ton | |

*As of November 15,2021

Section II:

Per Day Flagging Crew \$ 2,000.00 Per Day

Section III:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1A	Driveway Key Cuts	EA.	10	\$ <u>250.00</u>	\$ <u>2,500.00</u>
1B	Roadway Cuts	EA.	10	\$ <u>450.00</u>	\$ <u>4,500.00</u>
5	Tack Coat	Gal	1000	\$ <u>11.00</u>	\$ <u>11,000.00</u>

Grant Total Section III \$ 18,000.00

Section IV:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Est. Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
2	Full Depth Reclamation	SY	16,200	\$ <u>5.25</u>	\$ <u>85,050.00</u>
3	Area Milling	SY	16,200	\$ <u>4.50</u>	\$ <u>72,900.00</u>
4	Milling Disposal	Ton	1,800	\$ <u>7.00</u>	\$ <u>12,600.00</u>

Total Bid Section IV \$ 170,550.00

10. PRICE EXTENSION:

It is understood and agreed that all Town Offices of the Town of Kent may participate in the contract award.

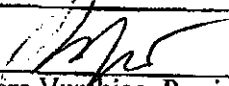
The undersigned offers and agrees, if this offer is accepted within 45 calendar days from the date for receipt of offers specified herein, to furnish any or all items upon which prices are offered, at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule

Number of BUSINESS days for delivery: 10 (DAYS) after verbal or written receipt of Purchase order(s).

Bidder Clove Excavators, Inc.

Address 212 Van Wagner Road Poughkeepsie, NY 12603

Authorized Signature


Marc Vuorbico, President

Phone 845-452-5030

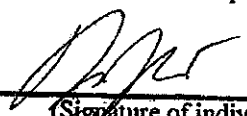
Date

02/11/2022

NON-COLLUSIVE BIDDING CERTIFICATE

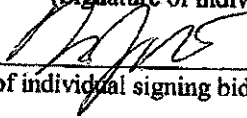
Required by Section 103-d of the General Municipal Law

By submission of this bid or proposal, the bidder certifies that: (a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that the attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.



(Signature of individual signing bid) Marc Vumbico, President

Resolved that



Marc Vumbico, President

(Signature of individual signing bid)

Be authorized to sign and submit the bid or proposal of this corporation for the following project

Bituminous Asphaltic Concrete In-Place

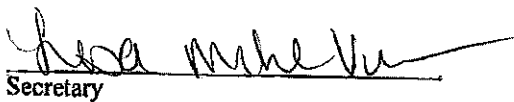
(Describe project)

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three - d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Clove Excavators, Inc.

Corporation at a meeting of its board of directors held on the

11th Day of February 2022


Secretary

(Seal of Corporation)