

Town of Kent
Town Board Meeting
February 1, 2022

Executive Session: 6:00 p.m.

Discuss the medical, financial, credit, or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

Public Hearing: 7:00 p.m.

Comcast Contract

Workshop/Meeting:

1. Pledge of Allegiance
2. Roll Call
3. Discussion and/or Vote on the following:
 - a) Planning Board- Appointment alternate member, code changes
 - b) Mining Moratorium
 - c) Liaison List
 - d) Kent Library- appointment/re-appointment
 - e) Gen-Serve Contract
 - f) Highway- line adjustment
 - g) Sidewalk Easement Agreement
 - h) Lake Tibet- herbicide treatment
 - i) Receiver of Taxes- Appoint deputy
4. Voucher
5. Announcements
6. Public Comment

§ 77-60 Approval of site plans.

D. Exemptions and Waivers for De Minimis Activities [Amended].

(1) Waiver Documentation Requirements.

(a) Completed Waiver Request; and

(b) Recent as-built site survey or site plan that details at a minimum property boundaries, property topography, roadway(s), parking lot(s), and structures. The as-built survey or site plan shall be not more than five (5) years old from the date of the waiver request; and

(c) Recent as-built site survey or site plan, redline markup that details the location and type of proposed change(s).

(2) De Minimis Waivers.

(a) In the case of certain de minimis construction activities that would otherwise require site plan approval by the Planning Board, the Building Inspector is hereby authorized to issue building permits after review and recommendation by the Town Planner and without site plan approval by the Planning Board, provided:

(i) The activity involves the construction of not more than 200 gross square feet of new construction for a use that is permitted in the district in which the property is located; and

(ii) The existing use of the property is a conforming use; and

(iii) The property is located in a business or a commercial district; and

(iv) The lot and all existing and proposed structures comply with the minimum lot and bulk requirements for the district in which the lot is located, or area variances have been issued by the Zoning Board of Appeals; and

(v) Activity does not impact or occur in watercourses, wetlands or wetland setbacks

(b) This recommendation shall be made to the Planning Board and Building Inspector, in writing, after review by the Town Planner

(3) Site Plan Approval Waiver.

(a) In the case of a use conversion which does not require additional exterior construction or site modifications, or in the case of a site plan change involving less than 400 square feet of new construction, the Planning Board may determine that the site plan application procedures outlined herein are not applicable and may waive the requirement of a site plan review, in whole or in part, provided the Board determines:

- (i) The proposed change in use or site plan change will not result in additional traffic generation, or wastewater flows or water consumption beyond the existing system's capacity, and
- (ii) The proposed change in use or site plan change will not affect pedestrian and traffic circulation, eliminate parking, or alter the height of the exterior facade; and
- (iii) The lot and all existing and proposed structures comply with the minimum lot and bulk requirements for the district in which the lot is located, or area variances have been issued by the Zoning Board of Appeals.

(b) This determination shall be made to the Building Inspector, in writing, after decision of the Planning Board.

(4) De Minimis Exemptions. The following activities are exempt from site plan approval:

- (a) Construction, extension or alteration of a single-family dwelling and accessory structures thereto on a lot legally in existence as of the date of this chapter, or on a lot approved by the Planning Board for single-family residential use pursuant to Chapter A81.
- (b) The seasonal planting, cultivation and harvesting of field crops, fruits, vegetables, and horticultural specialties, including nursery stock, ornamental shrubs, and ornamental trees and flowers, whether as part of an existing or a new or expanded agricultural operation, and not involving the construction or alteration of any structure.
- (c) Construction or alteration of the interior of a building or structure;
- (d) Routine property maintenance activities, including repainting, repair, and in-kind replacement.

Liaison List for 2022

Jaime McGlasson

Water District #1 and #2

Lake Carmel Park District Co-Chair

Kent Seniors

Sanitation

Chris Ruthven

Lake Carmel Park District Co-Chair

Kent Seniors

Planning Board

Conservation Advisory Committee Co-Chair

Jorma Tompuri

Zoning Board of Appeals

Beautification

Historical Society

Lakes Association

Anne Campbell

Kent Public Library

Recycling

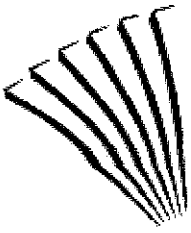
Conservation Advisory Committee Co-Chair

Noelle Botte

Sewer District

Lake Tibet

Sanitation



Kent Public Library

17 Sybils Crossing
Kent Lakes, NY 10512
845.225.8585
www.kentlibrary.org

January 19, 2022

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

Dear Jaime,

The Kent Public Library Board of Trustees held its annual meeting on January 18, 2022. At their meeting they elected Marty Collins as President, Ava Rogers as Vice-President, Otto Romanino as Treasurer, Katie D'Angio as Recording Secretary, and Tom Maxson as Corresponding Secretary. Katie D'Angio, Thomas Maxson, and Irene Rohde were each elected to serve another 5 year term on the library board.

At their regular meeting on December 14, the Kent Public Library Board of Trustees voted to add John Haran to the library board. John has been a frequent user of the Kent Public Library for more than 20 years, and has contributed to the library in many ways. He has extensive experience with computers and commercial art. We ask the Town Board to confirm his position on the Kent Public Library Board of Trustees.

Thank you for your continuing support of the Kent Public Library.

Sincerely,

Carol Donick, Director, Kent Public Library

cc Lana Cappelli, Town Clerk

June 12, 2021

Kent Town Planning Board and
Kent Town Board Members
25 Sybil's Crossing
Kent, NY 10512

Dear Members of the Planning and Town Boards,

I would like to be considered for the open position on the Kent Town Planning Board.

My name is Jacky Beshar and have lived at 6 Nichols Road in Kent for the last 15 years. Prior to that I lived on Summit Road for 10 years. I grew up coming to Kent where my parents owned a home on Whang Hollow Road since they bought it in 1966.

My professional background has been as an operations expert both working for GE and for my own fastener company that employed 125 people in Rhode Island and Georgia. More recently I have worked with state and county governments in RI, DC, CO, NC and Los Angeles helping their agencies redesign their business processes to provide same day service for upwards of 80% of their applications, renewals and changes of circumstance.

On a pro bono basis, I am currently working with Guiding Eyes for the Blind raising a future guide dog. In recent years, I was Vice President of an independent N-12 school for many years and co-chaired the Capital Good Fund which seeks to improve financial literacy among low-income earners and provide micro loans to them. I co-chaired the Capital Committee at Gypsy Trail for just under ten years and served as President for two years. During my tenure, we renovated eight of the ten larger buildings and developed an enhanced funding method to support future maintenance of all buildings.

Now that my work requires less travel and the Kent house is my primary residence, I am eager to support the work of the Town Planning and Town Boards by actively participating as a member of the Town Planning Board.

I have attached a CV listing my work and pro bono experience. I am available to meet either in person or remotely for an interview if that suits your process.

Thanks for your consideration,

Sincerely,

Jacky Beshar
jbeshar@gmail.com
401-339-7596



Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
75 A Twinbridge Drive
Pennsauken, NJ 08110
856.768.2367

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Standby Power Maintenance Agreement

Customer Info

Town of Kent
Jamie McGlasson
25 Cybil's Crossing
Kent, NY 10512

Agreement Prepared by

Mark Intoccia
973-614-0091
MIntoccia@Genserveinc.com
Fairfield

Agreement #: AAAQ76113

Contract Start: 1/1/2022

Contract Term: see below

PLEASE SELECT AGREEMENT TERM:

One (1) Year Term (requires yearly renewal) _____

OR

Three (3) Year Term* (Locks in price for 3 years) _____ *BEST DEAL

* No fee for early termination

GenServe is to provide the Customer with the periodic maintenance service for the following listed equipment.
GenServe agrees to provide and arrange for said maintenance service.

| Make | Model | Generator/Eng S/N | KW Rating | Times per Year | Service Type | Unit Price | Ext. Price |
|---------|------------|-------------------|------------------------|----------------|--------------|------------|------------|
| Cummins | QSL9G2 | 733225948 | Town Hall | 1 | A Service | \$875.00 | \$875.00 |
| | | | | 1 | B Service | \$285.00 | \$285.00 |
| Generac | 3552120100 | 2074365 | Police Dept | 1 | A Service | \$740.00 | \$740.00 |
| | | | | 1 | B Service | \$260.00 | \$260.00 |
| Cummins | QSB5G3 | Onan DSFAE | Highway Dept | 1 | A Service | \$700.00 | \$700.00 |
| | | | | 1 | B Service | \$260.00 | \$260.00 |
| Kohler | 48RCLB | 33GGGMGK0015 | Highway Dept Rt 301 | 1 | A Service | \$700.00 | \$700.00 |
| | | | | 1 | B Service | \$260.00 | \$260.00 |
| Cummins | QSB5G3 | 72010678 | Water Dept | 1 | A Service | \$700.00 | \$700.00 |
| | | | | 1 | B Service | \$260.00 | \$260.00 |
| Cummins | 4BT3.3 | 72010060 | Water Dept | 1 | A Service | \$700.00 | \$700.00 |
| | | | | 1 | B Service | \$260.00 | \$260.00 |
| Cummins | 4BT3.3 | 72010081 | Water Dept | 1 | A Service | \$700.00 | \$700.00 |
| | | | | 1 | B Service | \$260.00 | \$260.00 |
| | | | | 1 | ATS Service | \$560.00 | \$560.00 |

| Make | Model | Generator/Eng S/N | KW Rating | Times per Year | Service Type | Unit Price | Ext. Price |
|----------------------------------|-------|-------------------|-----------|-------------------|--|------------|-------------------|
| | | | | | * Customer will pay GenServe the Total amount for "A" Service: | | \$5,115.00 |
| | | | | | * Customer will pay GenServe the Total amount for "B" Service: | | \$1,845.00 |
| | | | | | * Customer will pay GenServe the Total amount for Load Bank Service: | | \$0.00 |
| | | | | | * Customer will pay GenServe the Total amount for ATS Service: | | \$560.00 |
| | | | | | Sales Tax: | | \$0.00 |
| Total Annual Maintenance: | | | | | | | \$7,520.00 |

Sales tax will be charged where applicable.



All Invoices are due and payable within thirty days of receipt. A Credit Card Authorization form is attached and needs to be filled out if that is your preferred method of payment. Card will be charged after each service is performed.

See attached Preventative Maintenance Checklist for complete listing of services rendered and for contract Terms and Conditions.

Additional repairs that are found while performing the A or B service will be brought to the Customer's attention. GenServe will make such repairs only at the Customer's request. All such repairs will be invoiced separately at standard rates and prices for parts and labor.

GenServe shall notify the Customer prior to entering upon premises. Customer shall give GenServe access to the equipment for the purpose of performing maintenance service.

GenServe shall provide the Customer a complete written report of all work performed, as well as, conditions found. Copies of all lubricating oil, coolant and fuel oil analysis shall also be provided as requested.

GenServe is available to provide Customer with twenty-four (24) hour emergency service. Emergency phone numbers will be made available. These services are NOT included in this Maintenance Agreement and will be billed at our current labor rates

GenServe is an Equal Opportunity Employer.

In witness whereof, the parties have caused this Agreement to be duly executed and delivered by their power and duly authorized officers as of the day and year first above written.

GenServe, LLC

By: Mark Intoccia

Date: 1/1/2022

Town of Kent

By:

Date:

Branch Office
341 Kaplan Drive
Fairfield, NJ 07004
973.614.0091

Corporate Office
100 Newtown Road
Plainview, NY 11803
631.435.0437

Branch Office
115 Twinbridge Drive
Pennsauken, NJ 08110
856.768.2367



TERMS AND CONDITIONS

1. **GENERAL** - Any purchase order submitted in response to this proposal shall become a binding agreement between the parties only after a duly authorized officer of GenServe, LLC, formally accepts said purchase order, in all respects, in writing. Any modification of an accepted purchase order must be mutually agreed upon in writing. GENSERVE, LLC. reserves the right to adjust prices for modifications, alterations or changes authorized or ordered by the Customer. Any purchase order submitted by Customer shall be subject to all terms and conditions as provided herein except as the parties may otherwise agree in writing. GENSERVE, LLC. Shall not be responsible for any Work (as defined in GENSERVE, LLC Proposals herein) or services claimed to be rendered on its behalf, unless said services were performed by GENSERVE, LLC employee or agents, or were authorized in writing by GENSERVE, LLC to be performed by a third party.
2. **TERMS OF AGREEMENT** - An agreement, when resulting from this proposal shall remain in force for time stipulated on acceptance portion of contract, or as required by type of work performed. GENSERVE, LLC reserves the right to review and/or reject proposal if not accepted by customer within 45 days of date of proposal.
3. **PAYMENT TERMS** - Payment terms are net cash or credit which is extended to certain pre-approved accounts. Approved account payment terms are on a net thirty (30) day basis beginning at the date of invoice, and payment must be made in full and without set-off or deduction. Interest will be charged at the rate of one and one half percent (1 1/2%) per month to balances due over thirty (30) days and will be added to unpaid balances until payment is received by GENSERVE, LLC. If payment is not received by due date, GENSERVE, LLC reserves the right to terminate or suspend this agreement.
4. **TAXES** - Sales and use taxes or any other federal, state, or local taxes which GENSERVE, LLC may be required to pay in connection with this agreement or any purchase order, where applicable, will be billed in addition to the prices set forth herein. It is Customer's responsibility to provide GENSERVE, LLC with adequate evidence of any tax exemption, or other reason for non-liability for such taxes.
5. **WORKMANSHIP** - GENSERVE, LLC warrants that it shall provide professional and technical service, including labor, materials, supplies, equipment, transportation and supervision, necessary to perform the Work as stated in this agreement. GENSERVE, LLC warrants to Customer that it will provide skilled and competent personnel to perform the Work under this agreement, so that all the Work performed herein will be performed in a good and workmanlike manner in accordance with industry standards. GENSERVE, LLC's sole obligation under such warranties shall be to make such changes and corrections with respect to its Work reported to us within 90 days of the date on which GENSERVE, LLC completed such services; provided, however, that such warranties shall be void and of no effect if the equipment which is the subject of any Work performed by GENSERVE, LLC has been used or operated in any manner or in any environment not consistent with the intended purpose, or modified or repaired in any manner which adversely affects the operation or reliability thereof or if any equipment or other material utilized therein is used contrary to manufacturer's instructions or used by persons not authorized or properly trained. Because GENSERVE, LLC does not manufacture any parts, equipment or any other material being utilized in the performance of this agreement, it makes no warranty thereupon. THE WARRANTIES AND REMEDIES SET FORTH IN THIS PARAGRAPH CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SERVICES OR WORK PERFORMED BY GENSERVE INC. AND THE EXCLUSIVE REMEDIES IF SUCH WARRANTIES ARE BREACHED; AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF GENSERVE INC. HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.
6. **PROPER MAINTENANCE** - GENSERVE, LLC shall use its best effort to perform in a satisfactory manner under this agreement; provided, that GENSERVE INC. makes no warranty as to the availability of replacement parts, equipment drawings and specifications, and equipment design and condition that would ensure the proper repair of customer's equipment.
7. **PROPER OPERATION** - GENSERVE, LLC does not guarantee the detection nor the replacement of worn out or defective parts nor the proper operation of the equipment during a power failure. The customer/buyer hereby releases and agrees to indemnify GENSERVE, LLC, its officers, agents and representatives from all claims and causes of action which may arise, directly or indirectly, out of the failure of the equipment or any part thereof, serviced by GENSERVE, LLC hereunder, except for damages resulting from the gross negligence or willful misconduct of GENSERVE, LLC with respect to this agreement.
8. **ADDITIONAL SERVICES** - GENSERVE, LLC will provide additional services and/or emergency service to Customer outside of regular business hours in accordance with its then current Service Rate Schedule.
9. **AVAILABILITY OF SERVICES** - Services shall normally be available and rendered during regular business hours as set forth in GENSERVE, LLC's Service Rate sheet attached hereto. GENSERVE, LLC will exercise all reasonable efforts to perform the Work under this agreement but it will not be responsible for delay of failure in performing such services caused by acts of God, fire, explosion, governmental regulations or orders, labor difficulties, strikes, shutdowns, failure of transportation, employee illness, failure or delay of suppliers, inability to obtain supplies or materials at a reasonable price, accidents, riots, war or other causes beyond its reasonable control. Customer shall accept as full and complete performance hereof such portion of the Work as GENSERVE, LLC determines it is able, under the circumstances, to perform in accordance with herewith.
10. **SAFETY** - GENSERVE, LLC shall take all precautions it deems reasonably necessary in its sole judgment for the safety of its employees or agents, and shall provide all reasonable protection necessary in its sole judgment to prevent damage, injury or loss by its employees or agents. GENSERVE, LLC shall provide such insurance certificates as are reasonably required by Customer. During service or work GENSERVE, LLC reserves the right to request the presence of an employee of Customer when GENSERVE, LLC deems the Work to be hazardous.
11. **LIMITATION OF LIABILITY** - GENSERVE, LLC's liability under this agreement and any Work or services provided, for any cause whatsoever, regardless of the form of action (whether in contract, in tort, including negligence, or otherwise), except for gross negligence or willful misconduct of GENSERVE, LLC or its employees or agents, will be limited to general money damages (and no other relief) in an amount not to exceed the aggregate



TERMS AND CONDITIONS

fees paid by Customer for applicable Work or service to which such liability relates. UNDER NO CIRCUMSTANCES WILL GENSERVE, LLC BE LIABLE FOR ANY LOSS OF PROFITS, ANY CLAIM OR DEMAND AGAINST CUSTOMER BY ANY OTHER PARTY, OR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY AND WHATSOEVER, EXCEPT LOSS BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GENSERVE, LLC OR ITS EMPLOYEES OR AGENTS.

12. **PARTIES BOUND: NON-ASSIGNMENT** - This agreement shall be binding on and inure to the benefit of contracting parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. Neither party shall, voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its obligations under this agreement, without the express prior written consent of the other party, which shall not be unreasonably withheld.

13. **OTHER AGREEMENTS** - This agreement constitutes the entire agreement among the parties and there are no other terms not contained herein. No variation hereof shall be deemed valid unless in writing and signed by the parties herein. If any provision of this agreement is construed to be invalid, illegal or unenforceable, then the remaining provisions shall not be affected thereby and shall be enforceable without regard thereto. It is hereby acknowledged that all services performed by GENSERVE, LLC For Customer are subject to this agreement.

14. **GOVERNING LAW** - This agreement and any amendments to this agreement shall be governed by and construed in accordance with the laws of the State where work is being performed.

15. **NO WAIVERS** - Except as expressly proved in the Agreement, no failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall preclude any other or further exercise of the same or any other right, power or remedy.

16. **NOTICES** - All notices, consents, or other communications required or permitted to be given under this agreement, other than payments or other communications related to the ordinary course of business between the parties, shall be in writing and shall be deemed to be duly given in and when (a) delivered personally, (b) transmitted by pre-paid telegram or telex, (c) mailed by first class certified mail, return receipt requested, postage pre-paid, or (d) sent by a nationally recognized express courier service, postage delivery charges pre-paid, to the parties at the respective addresses set forth in this agreement. Each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the address at which such party is to receive notice.

17. **ACCEPTANCE** - GENSERVE, LLC will perform the Work as listed in this agreement and as indicated on Customer's equipment covered under this agreement. Inspections will be made during normal business working hours. Equipment manufacture and rating which are covered under this agreement are as listed. Prices for the Work are as indicated herein and on the service rate schedule.

18. **PROPRIETARY** - The technical and pricing information in this proposal is confidential and proprietary of GENSERVE, LLC, and is not to be disclosed or made available to third parties without the written consent of GENSERVE, LLC.

19. **ADDITIONAL WORK** - Unscheduled repairs or services shall include work of a non-emergency nature which is beyond the scope this proposal. The unscheduled repairs or service will be coordinated to be performed during normal working hours if conditions permit. We reserve the right to request an additional Purchase Order in writing upon customer approval to proceed with work. Any work of an emergency nature will be brought to the attention of the customer representative by means of verbal or written communication. We will perform repairs only upon authorization by customer to proceed with repairs.

20. **SERVICE RATE SCHEDULES** - Our normal working hours are between 7:00am and 3:30pm Monday through Friday, which our standard hourly service rate for each service person will be charged. During hours before 7:00am and after 3:30pm Monday through Friday, or on Saturday, we will charge (1.5) times our standard service rate (time and one-half) for the first 8 hours. After 8 hours on a Saturday customer will be charged doubletime rate. In addition, we will charge travel on a portal to portal basis from our shop. For any emergency services requested will be subject to a minimum charge of four (4) hours at applicable rate. Rates are subject to change without notice.

RATES:

Scheduled Rates

| | | | |
|--------------------|---------------------------|----------|---------------------------------|
| Engine/Generators: | Standard Rate | \$140.00 | hour - per man (NYC - \$225.00) |
| | Overtime Rate | \$210.00 | hour - per man (NYC - \$337.50) |
| | Sundays and Holidays Rate | \$260.00 | hour - per man (NYC - \$450.00) |

Addendum: Contract may be canceled with thirty (30) days written notice if service does not meet customer satisfaction.



PREVENTIVE MAINTENANCE CHECK LIST

ALL ITEMS CHECKED IN COLUMN "A" ARE PERFORMED WHEN FULL PM IS DONE.

ALL ITEMS CHECKED IN COLUMN "B" ARE PERFORMED WHEN VISUAL PM IS DONE.

| | A | B | |
|-----|-----|-----|---|
| 1. | (X) | () | CHANGE LUBRICATING OILS |
| 2. | (X) | () | CHANGE LUBE OIL FILTERS |
| 3. | (X) | () | PERFORM LABORATORY ANALYSIS OF USED OIL |
| 4. | (X) | () | CHANGE FUEL OIL FILTERS |
| 5. | () | () | CHANGE AIR FILTER |
| 6. | (X) | (X) | INSPECT AIR FILTER |
| 7. | () | () | ADJUST VALVE |
| 8. | (X) | (X) | CHECK COOLANT LEVEL & DEGREE OF PROTECTION |
| 9. | () | () | DRAIN & FLUSH COOLANT SYSTEM & REFILL WITH 50% ANTIFREEZE SOLUTION |
| 10. | (X) | () | PERFORM LABORATORY ANALYSIS OF COOLANT SAMPLE |
| 11. | (X) | (X) | INSPECT & ADJUST FAN BELTS |
| 12. | (X) | (X) | CHECK FLEX CONNECTIONS & MOUNTINGS |
| 13. | (X) | (X) | CHECK OPERATION OF JACKET WATER HEATER |
| 14. | (X) | (X) | CHECK BATTERY LEVEL & MAINTAIN |
| 15. | (X) | (X) | CHECK OPERATION OF BATTERY CHARGING EQUIPMENT |
| 16. | (X) | (X) | LUBRICATE NECESSARY FITTINGS |
| 17. | (X) | (X) | INSPECT GOVERNOR LINKAGE, OIL LEVEL & CONTROL |
| 18. | (X) | (X) | INSPECT ELECTRONIC GOVERNOR CONNECTIONS |
| 19. | (X) | (X) | REPAIR MINOR COOLANT, LUBE & FUEL LEAKS |
| 20. | (X) | (X) | INSPECT DAY TANK & PUMP CONTROL |
| 21. | (X) | () | INSPECT SPARK PLUGS, MAGNETO & COILS |
| 22. | (X) | (X) | DRAIN CONDENSATE FROM DAY TANK IF ACCESSIBLE |
| 23. | (X) | (X) | CHECK OPERATION OF REMOTE FANS, PUMPS & LOUVERS |
| 24. | (X) | (X) | INSPECT GENERATOR SLIP RINGS - CLEAN IF NECESSARY |
| 25. | (X) | (X) | OPERATE ELECTRIC SET & CHECK OR RESET FOR CORRECT VOLTAGE & FREQUENCY |
| 26. | (X) | (X) | CHECK AUTO START STOP MODE |
| 27. | (X) | (X) | SIMULATE EACH SAFETY SHUTDOWN |
| 28. | (X) | (X) | TEST FAULT LAMPS & REPLACE BAD BULBS |
| 29. | (X) | (X) | LOAD TEST MACHINE & CHECK OPERATION OF TRANSFER SWITCH (THIS WILL BE DONE ONLY WITH THE PERMISSION OF THE ENGINEER ON DUTY) |



GenServe

CREDIT CARD AUTHORIZATION FORM

I, _____, hereby authorize
GenServe, LLC, to charge my credit card for the amounts invoiced.

Customer/Company Name:

AMERICAN EXPRESS / VISA / MASTERCARD

Name on Card: _____

Credit Card Number:

Expiration Date: _____

Security Code:

Credit Card Billing Address:

Street: _____

City: _____

State: _____

Zip Code: _____

Telephone: (____) _____ - _____

(fax number or e-mail is required)

Fax: (____) _____ - _____

E-mail:

Cardholder's

Signature _____ **Date** _____

As the credit card holder, I also authorize Genserve, LLC to charge my credit card for future services verbally (or written) approved by me.

GenServe, LLC will keep all information entered on this form strictly confidential.



GenServe

GENSERVE INC. CUSTOMER CONTACT SHEET

CUST# 20- _____

BILL TO NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

ATTN: _____

MAIN NUMBER: _____

FAX NUMBER: _____

SITE LOCATION: _____

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

CONTACT PERSON: _____

MAIN NUMBER: _____

EMAIL ADDRESS: _____

ACCOUNTS PAYABLE CONTACT: _____

NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PURCHASE ORDER REQUIRED: YES _____ NO _____

METHOD OF PAYMENT: _____

TAX EXEMPT: YES _____ NO _____



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.

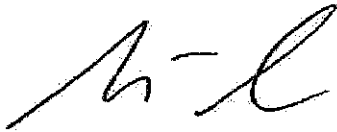
Xfinity TV brings customers the video content they love, wherever they are, on any device. Our X1 platform is an Entertainment Operating System that provides customers instant access to all of their entertainment. We also offer an array of diverse programming, including the MultiLatino packages, various 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 the first name "Matt" and the last name "Skane" clearly distinguishable.

Matt Skane
Manager, Government & Regulatory Affairs

Enc.

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RENEWAL

CABLE TELEVISION FRANCHISE

FOR

THE TOWN OF KENT, NEW YORK

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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 prerecorded 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.

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 within 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.

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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

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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.

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10' WIDE SIDEWALK EASEMENT IN FAVOR OF TOWN OF KENT

FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RICHARD VIEBROCK (hereinafter, collectively, the "GRANTOR"), having an address of 164 Route 311, Carmel, New York 10512 hereby grants and conveys to TOWN OF KENT (hereinafter, collectively, the "GRANTEE"), having an address of 25 Sybil's Crossing, Kent Lakes, New York 10512, its successors and assigns, a perpetual, non-exclusive right of way and easement ("EASEMENT") , upon, about, over and through the property described on the attached Exhibit "A", hereto and incorporated herein by reference ("PROPERTY"), also on a survey annexed hereto and made a part of this agreement which was prepared October 16, 2020 by Insite Engineering, Surveying & Landscape Architecture, P.C. attached as Exhibit "B", hereto and incorporated herein by reference ("SURVEY").

1. THE EASEMENT granted hereby shall be for ingress and egress to, from, upon and over the Property described to provide **only sidewalk** for public use. The Sidewalk Easement permits the GRANTEE to build, construct, inspect, maintain, repair and reconstruct curbs, sidewalk, and related landscaping within the Easement Area (the "Improvements") by the GRANTEE, its officers, employees, agents, servants, contractors, heirs, successors and assigns and to use the Improvements for the express purpose of allowing members of the public to pass and re-pass over and upon the general Easement Area, but shall be limited to pedestrian public passage over and upon the Easement Area.

2. In the event that, during the construction or maintenance of the sidewalk, the GRANTEE disturbs areas of the property which adjoin the easement area, the GRANTEE shall reasonably restore such disturbed areas.

3. GRANTOR, its employees, contractors, agents, customers, successors and assigns shall not interfere with GRANTEE's work in designing, building, constructing, inspecting, maintaining, repairing and reconstructing curbs, sidewalk and related landscaping.

4. THIS EASEMENT shall be terminated at any time by an instrument executed for such purpose and signed by the parties. If sidewalk is destroyed, Easement only provides for rebuilding on same encroaching footprint as shown on said annexed survey.

5. THIS EASEMENT shall be amended only by a written and recorded instrument signed by the parties or the then current owner of the Property and the Easement.

6. TOWN OF KENT, GRANTEE, AGREES to indemnify and to hold harmless RICHARD VIEBROCK, GRANTOR, its employees, contractors, agents, customers, successors and assigns from any damage to person or property caused by Town of Kent, its officers, employees, agents, servants or contractors, heirs, successors or assigns while utilizing this easement.

7. GRANTEE, its officers, employees, agents, servants or contractors, heirs, successors or assigns, shall and does hereby indemnify, defend, and hold harmless the GRANTOR (GRANTOR, its employees, contractors, agents, customers, successors and assigns), from and against any and all loss, cost, liability, or expense (i) for damage to property on GRANTEE's property, or otherwise, and/or related to the above mentioned encroachments and (ii) their construction, existence, use, maintenance, or removal, or otherwise. GRANTEE's (its officers, employees, agents, servants or contractors, heirs, successors or assigns) indemnity obligations under this Agreement "run with the land" and the indemnity herein shall be the obligation of GRANTEE, its officers, employees, agents, servants or contractors, heirs, successors or assigns. The successful party in a litigation regarding this Agreement shall be entitled to have its reasonable attorney's fees and expenses reimbursed.

8. GRANTEE, its officers, employees, agents, servants or contractors, heirs, successors or assigns shall have no liability to the GRANTOR for any disruption in access to the property during periods of construction, maintenance and repair of improvements contemplated hereby.

9. GOVERNING LAW- Each party agrees that it shall perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect. The laws of the State of New York shall govern this Agreement.

10. MODIFICATION- Any modification of this Agreement must be made in writing and must be executed by the parties hereto or their successors and/or assigns.

11. RECORDATION- This Agreement shall be recorded in the Putnam County Clerk's Office, Putnam County, New York and is intended to and shall run with the land. Furthermore, Applicant/Owner/GRANTOR shall pay the cost of recording of this Agreement.

12. ENTIRE AGREEMENT- This Agreement incorporates all the agreements, covenants, promises, and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants, promises, and understandings have been merged into this Agreement. No prior agreement, covenant, promise, or understanding of the parties, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement.

13. FOLLOWING EXECUTION of this agreement, it shall be delivered to Richard Viebrock's Attorney, The Law Office of Rick S. Cowle, P.C., for the purpose of having it recorded. The cost of the recording shall be borne by the GRANTOR. However, each of the parties hereto shall pay his/her own counsel fees in connection with this agreement.

14. THIS EASEMENT shall be binding upon and inure to the benefit of the parties its officers, employees, agents, servants, contractors, heirs, successors, assigns, beneficiaries and personal representatives.

In Witness Whereof I have hereunto signed my name this ____ day of _____, 2022.

RICHARD VIEBROCK, Grantee

STATE OF NEW YORK) ss.:
)
COUNTY OF PUTNAM)

On the ____ day of _____, 2022 before me, the undersigned, personally appeared RICHARD VIEBROCK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual executed the instrument.

Notary Public

In Witness Whereof I have hereunto signed my name this ____ day of _____, 2022.

Town of Kent Supervisor, Jamie McGlasson, Grantee

STATE OF NEW YORK) ss.:
)
COUNTY OF PUTNAM)

On the ____ day of _____, in the year 2022 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual executed the instrument.

Notary Public

EXHIBIT "A"



20221.200

February 9, 2021

10' Wide Sidewalk Easement
Prepared for Kent Self Storage

All that certain piece or parcel of land lying and situate in the Town of Kent, County of Putnam, and State of New York, bounded and described as follows:

Beginning on the westerly line of Ludingtonville Court at a point dividing the premises of Richard Viebrook on the south and the lands now or formerly belonging to Harol & Joyce Schaeffer to the north,

thence along said westerly line of Ludingtonville Court and also along the northerly line of New York State Route 311, S29°34'51"W 236.88 feet and S54°35'00"W 244.16 feet to lands now or formerly belonging to Hudson Ventures, Inc.;

thence along said lands, N 06°15'00" W 11.45 feet to a point;

thence through the lands of Viebrook, N54°35'00"E 236.36 feet and N29°34'51"E 235.86 to the aforementioned lands of Schaefer;

thence along said lands, S53°37'14"E 10.07 feet to the point or place of Beginning.

EXHIBIT "B"



Combined Real Estate Transfer Tax Return, Credit Line Mortgage Certificate, and Certification of Exemption from the Payment of Estimated Personal Income Tax



See Form TP-584-I, Instructions for Form TP-584, before completing this form. Print or type.

Schedule A - Information relating to conveyance

Form with sections for Grantor/Transferor (Richard Viebrock) and Grantee/Transferee (Town of Kent), including mailing addresses and social security numbers.

Location and description of property conveyed

Table with 5 columns: Tax map designation, SWIS code, Street address, City, town, or village, and County. Row 1: 22.--2-17, 372200, Route 311, Kent, Putnam.

Type of property conveyed (mark an X in applicable box)

Form with checkboxes for property types (1-5) and (6-9), date of conveyance, and percentage of residential real property conveyed.

Condition of conveyance (mark an X in all that apply)

Form with checkboxes for various conditions of conveyance (a-s), including fee interest, acquisition of interest, and easements.

Table for recording officer's use with columns: Amount received (Schedule B, Part 1 & 2), Date received, and Transaction number.

Schedule B – Real estate transfer tax return (Tax Law Article 31)

Part 1 – Computation of tax due

- 1 Enter amount of consideration for the conveyance (if you are claiming a total exemption from tax, mark an X in the Exemption claimed box, enter consideration and proceed to Part 3) **Exemption claimed**
- 2 Continuing lien deduction (see instructions if property is taken subject to mortgage or lien)
- 3 Taxable consideration (subtract line 2 from line 1)
- 4 Tax: \$2 for each \$500, or fractional part thereof, of consideration on line 3
- 5 Amount of credit claimed for tax previously paid (see instructions and attach Form TP-584.1, Schedule G)
- 6 Total tax due* (subtract line 5 from line 4)

| | | | |
|----|--|----|----|
| 1. | | 10 | 00 |
| 2. | | 0 | 00 |
| 3. | | 10 | 00 |
| 4. | | 0 | 00 |
| 5. | | 0 | 00 |
| 6. | | 0 | 00 |

Part 2 – Computation of additional tax due on the conveyance of residential real property for \$1 million or more

- 1 Enter amount of consideration for conveyance (from Part 1, line 1)
- 2 Taxable consideration (multiply line 1 by the percentage of the premises which is residential real property, as shown in Schedule A) ...
- 3 Total additional transfer tax due* (multiply line 2 by 1% (.01))

| | | |
|----|--|--|
| 1. | | |
| 2. | | |
| 3. | | |

Part 3 – Explanation of exemption claimed on Part 1, line 1 (mark an X in all boxes that apply)

The conveyance of real property is exempt from the real estate transfer tax for the following reason:

- a. Conveyance is to the United Nations, the United States of America, New York State, or any of their instrumentalities, agencies, or political subdivisions (or any public corporation, including a public corporation created pursuant to agreement or compact with another state or Canada) a
- b. Conveyance is to secure a debt or other obligation..... b
- c. Conveyance is without additional consideration to confirm, correct, modify, or supplement a prior conveyance..... c
- d. Conveyance of real property is without consideration and not in connection with a sale, including conveyances conveying realty as bona fide gifts..... d
- e. Conveyance is given in connection with a tax sale..... e
- f. Conveyance is a mere change of identity or form of ownership or organization where there is no change in beneficial ownership. (This exemption cannot be claimed for a conveyance to a cooperative housing corporation of real property comprising the cooperative dwelling or dwellings.) Attach Form TP-584.1, Schedule F f
- g. Conveyance consists of deed of partition g
- h. Conveyance is given pursuant to the federal Bankruptcy Act..... h
- i. Conveyance consists of the execution of a contract to sell real property, without the use or occupancy of such property, or the granting of an option to purchase real property, without the use or occupancy of such property..... i
- j. Conveyance of an option or contract to purchase real property with the use or occupancy of such property where the consideration is less than \$200,000 and such property was used solely by the grantor as the grantor's personal residence and consists of a one-, two-, or three-family house, an individual residential condominium unit, or the sale of stock in a cooperative housing corporation in connection with the grant or transfer of a proprietary leasehold covering an individual residential cooperative apartment..... j
- k. Conveyance is not a conveyance within the meaning of Tax Law, Article 31, § 1401(e) (attach documents supporting such claim) k

* The total tax (from Part 1, line 6 and Part 2, line 3 above) is due within 15 days from the date of conveyance. Make check(s) payable to the county clerk where the recording is to take place. For conveyances of real property within New York City, use Form TP-584-NYC. If a recording is not required, send this return and your check(s) made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule C – Credit Line Mortgage Certificate (Tax Law Article 11)

Complete the following only if the interest being transferred is a fee simple interest.

This is to certify that: (mark an X in the appropriate box)

1. The real property being sold or transferred is not subject to an outstanding credit line mortgage.
2. The real property being sold or transferred is subject to an outstanding credit line mortgage. However, an exemption from the tax is claimed for the following reason:
 - a The transfer of real property is a transfer of a fee simple interest to a person or persons who held a fee simple interest in the real property (whether as a joint tenant, a tenant in common or otherwise) immediately before the transfer.
 - b The transfer of real property is (A) to a person or persons related by blood, marriage or adoption to the original obligor or to one or more of the original obligors or (B) to a person or entity where 50% or more of the beneficial interest in such real property after the transfer is held by the transferor or such related person or persons (as in the case of a transfer to a trustee for the benefit of a minor or the transfer to a trust for the benefit of the transferor).
 - c The transfer of real property is a transfer to a trustee in bankruptcy, a receiver, assignee, or other officer of a court.
 - d The maximum principal amount secured by the credit line mortgage is \$3 million or more, and the real property being sold or transferred is **not** principally improved nor will it be improved by a one- to six-family owner-occupied residence or dwelling.

Note: for purposes of determining whether the maximum principal amount secured is \$3 million or more as described above, the amounts secured by two or more credit line mortgages may be aggregated under certain circumstances. See TSB-M-96(6)-R for more information regarding these aggregation requirements.

- e Other (attach detailed explanation).
3. The real property being transferred is presently subject to an outstanding credit line mortgage. However, no tax is due for the following reason:
 - a A certificate of discharge of the credit line mortgage is being offered at the time of recording the deed.
 - b A check has been drawn payable for transmission to the credit line mortgagee or mortgagee's agent for the balance due, and a satisfaction of such mortgage will be recorded as soon as it is available.
4. The real property being transferred is subject to an outstanding credit line mortgage recorded in _____ (insert liber and page or reel or other identification of the mortgage). The maximum principal amount of debt or obligation secured by the mortgage is _____. No exemption from tax is claimed and the tax of _____ is being paid herewith. (Make check payable to county clerk where deed will be recorded.)

Signature (both the grantors and grantees must sign)

The undersigned certify that the above information contained in Schedules A, B, and C, including any return, certification, schedule, or attachment, is to the best of their knowledge, true and complete, and authorize the person(s) submitting such form on their behalf to receive a copy for purposes of recording the deed or other instrument effecting the conveyance.

Town of Kent

Grantor signature
Richard Viebrock

Title

Grantee signature
Jamie McGlasson

Town of Kent Supervisor

Title

Grantor signature

Title

Grantee signature

Title

Reminder: Did you complete all of the required information in Schedules A, B, and C? Are you required to complete Schedule D? If you marked e, f, or g in Schedule A, did you complete Form TP-584.1? Have you attached your check(s) made payable to the county clerk where recording will take place? If no recording is required, send this return and your check(s), made payable to the **NYS Department of Taxation and Finance**, directly to the NYS Tax Department, RETT Return Processing, PO Box 5045, Albany NY 12205-0045. If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

Schedule D – Certification of exemption from the payment of estimated personal income tax (Tax Law, Article 22, § 663)

Complete the following only if a fee simple interest or a cooperative unit is being transferred by an individual or estate or trust.

If the property is being conveyed by a referee pursuant to a foreclosure proceeding, proceed to Part 2, mark an X in the second box under *Exemption for nonresident transferors/sellers*, and sign at bottom.

Part 1 – New York State residents

If you are a New York State resident transferor/seller listed in Form TP-584, Schedule A (or an attachment to Form TP-584), you must sign the certification below. If one or more transferor/seller of the real property or cooperative unit is a resident of New York State, each resident transferor/seller must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all resident transferors/sellers.

Certification of resident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller as signed below was a resident of New York State, and therefore is not required to pay estimated personal income tax under Tax Law § 663(a) upon the sale or transfer of this real property or cooperative unit.

| | | |
|-----------|--|------|
| Signature | Print full name Richard Viebrock | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

Note: A resident of New York State may still be required to pay estimated tax under Tax Law § 685(c), but not as a condition of recording a deed.

Part 2 – Nonresidents of New York State

If you are a nonresident of New York State listed as a transferor/seller in Form TP-584, Schedule A (or an attachment to Form TP-584) but are not required to pay estimated personal income tax because one of the exemptions below applies under Tax Law § 663(c), mark an X in the box of the appropriate exemption below. If any one of the exemptions below applies to the transferor/seller, that transferor/seller is not required to pay estimated personal income tax to New York State under Tax Law § 663. Each nonresident transferor/seller who qualifies under one of the exemptions below must sign in the space provided. If more space is needed, photocopy this Schedule D and submit as many schedules as necessary to accommodate all nonresident transferors/sellers.

If none of these exemption statements apply, you must complete Form IT-2663, *Nonresident Real Property Estimated Income Tax Payment Form*, or Form IT-2664, *Nonresident Cooperative Unit Estimated Income Tax Payment Form*. For more information, see *Payment of estimated personal income tax*, on Form TP-584-I, page 1.

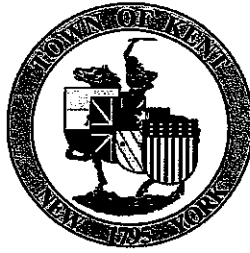
Exemption for nonresident transferors/sellers

This is to certify that at the time of the sale or transfer of the real property or cooperative unit, the transferor/seller (grantor) of this real property or cooperative unit was a nonresident of New York State, but is not required to pay estimated personal income tax under Tax Law § 663 due to one of the following exemptions:

- The real property or cooperative unit being sold or transferred qualifies in total as the transferor's/seller's principal residence (within the meaning of Internal Revenue Code, section 121) from _____ Date to _____ Date (see instructions).
- The transferor/seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure, or in lieu of foreclosure with no additional consideration.
- The transferor or transferee is an agency or authority of the United States of America, an agency or authority of New York State, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.

| | | |
|-----------|-----------------|------|
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |
| Signature | Print full name | Date |

Stephanie Nix
Receiver of Taxes



Phone: (845) 225-1864
Fax: (845) 225-5130
townofkentny.gov

25 Sybil's Crossing
Kent Lakes, NY 10512

January 31, 2022

Supervisor Jaime McGlasson
Members of Kent Town Board

Re: Appointment

Dear Supervisor McGlasson and Members of the Kent Town Board,

I request that you confirm my appointment of Martha Deneny as Deputy Tax Receiver for the year 2022.

Sincerely,

A handwritten signature in cursive script that reads "Stephanie Nix". The signature is written in black ink and is positioned above the printed name and title.

Stephanie Nix
Receiver of Taxes