

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, February 19, 2019**

Executive Session – 6:15 p.m.

to discuss collective negotiations pursuant to article fourteen of the civil service law; 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; litigation

Public Hearing – 7:00 p.m.

Amendments to Property Maintenance code

Amendments to Food Truck law

Workshop –

1. Pledge of Allegiance
2. Planning Department - discussion of amendment to Article III of Chapter 77 of the Town Code
3. Highway Department – Bonding proposal, Highway Law § 284 agreement and advertise for bids
4. Lake Carmel Park District – lake management proposal
5. Water District 1 – maintenance contract
6. NYMIR Renewal
7. Proposed cuts to the Aid & Incentives to Municipalities (AIM) program
8. RFP for Planning and Zoning attorney
9. Announcements
10. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a. Adopt Amendments to Property Maintenance code
 - b. Adopt Amendments to Food Truck code
 - c. SEQRA Type 2 action and lead agency determination
 - d. Approve Highway Bond for material bin roof
 - e. Approve Highway bond for construction of road improvements
 - f. Approve Highway Law § 284 agreement
 - g. Authorize Town Clerk to advertise for Highway bids
 - h. Authorize Town Clerk to advertise for part-time Recreation Assistant position
 - i. Authorize extension for part-time Building Clerk
 - j. Appoint new Deputy Receiver of Taxes
 - k. Approve Lake Carmel lake management proposal
 - l. Approve maintenance contract for Water District 1
 - m. Approve 2019-2020 NYMIR Renewal
 - n. Urge Governor & Legislature to continue AIM program
 - o. Authorize Town Clerk to advertise RFP for Planning and Zoning attorney
3. Correspondence
4. Vouchers and Claims
5. Public comment

TOWN OF KENT
AMENDMENT TO
CHAPTER 55A OF THE KENT TOWN CODE

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

Section 1. Chapter 55A entitled "Property Maintenance", is amended as follows:

Chapter 55A. Property Maintenance

§ 55A-12 Enforcement.

This chapter shall be enforced by the Code Compliance Officer, Fire Inspector or Building Inspector of the Town of Kent.

A. Notice of Violation.

(1) A notice of violation issued by the Building Inspector relative to a premises shall be served either personally upon the person or entity or by mailing the same to the person or entity by certified mail at his last known address.

(2) A notice of violation shall state that unless, within 10 days from service of the notice, a written request is made for a hearing before the Building Inspector, such notice shall, at the expiration of such ten-day period, be deemed an order to cease and desist from and to abate the described violation; such notice shall prescribe a reasonable time within which such person shall be required to cease and desist from and abate such violation. The notice may also contain an outline of remedial action which, if taken, will effect compliance with this chapter.

(3) If a hearing is requested, it shall be commenced not later than 10 days after the request is made, provided that for good cause the Building Inspector may postpone such hearing for a reasonable time. If, after the hearing, the Building Inspector finds that no violation exists or that such unusual, extraordinary or undue hardship shall occur in order to effectuate compliance with this chapter, he shall withdraw the notice. If he finds that a violation does exist, he shall forthwith issue an order requiring the abatement of the same within a prescribed reasonable time. The proceedings at such hearing, which shall be informal in all respects, shall be summarized in a report reduced to writing and entered as a matter of public record in the office of the Building Department.

(4) Any party aggrieved by the decision of the Building Inspector may, within five days of said decision, appeal the same to the Zoning Board of Appeals of the Town of Kent by filing the appropriate form.

B. Action upon noncompliance.

(1) Upon the failure, neglect or refusal of any owner, person or agent so notified to properly comply with this chapter within the time period prescribed in the order of the Building

Inspector, or within 10 days from a decision by the Zoning Board of Appeals affirming said order, the Building Inspector is hereby authorized and empowered to correct or cause to be corrected such violation, subject to the approval of the Town Board of the Town of Kent.

(2) When the Town has effected the correction of the violation or has paid for its removal, the actual cost thereof, plus the accrued legal rate of interest per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to such owner by the Town and such charge shall become due and payable by said owner. Notice of such charge shall be served either personally upon the person or entity or by mailing the same to the person or entity by certified mail at his last known address.

(3) Where the full amount due the Town is not paid by such owner within 20 days after the correction of such violation as provided in Subsection B(1) and (2) above, then the Building Inspector shall maintain in the Building Department records and cause to be filed in the Office of the County Clerk ~~cause to be filed in the office of the Town Clerk~~ a sworn statement showing the cost and expense incurred for the work, the date the work was completed and the location of the property by section, lot and block on which said work was done and the name of the reputed owner thereof. The filing of such sworn statement shall constitute a lien on the property and shall remain in full force and effect for the amount due in principal and interest, plus cost of court, if any, for collection, until final payment has been made. Said costs and expenses shall be collected in the manner fixed by law for the collection of taxes and, further, shall be subject to a delinquent penalty at the legal rate of interest in the event that the same is not paid in full on or before the date the tax bill upon which such charge appears becomes delinquent. Sworn statements filed in accordance with the provisions hereof shall be prima facie evidence that all legal formalities have been complied with and the work has been properly and successfully done and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated and described in the statement and that the same is due and collectible as provided by law.

Section 2. This local law shall take effect immediately.

Dated: January __, 2019

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

[——] deleted text

_____ added text

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

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

Section 1. Chapter 39B of the Kent Town Code entitled "Food Trucks", Section 2 regarding "Permit; fees" is amended as follows:

§ 39B-2. Permit; fees.

- A. No more than one permit shall be issued to any individual or qualifying business entity except as set forth in 39B-2(F) herein.
- B. Such permit shall be issued to an applicant who has completed the requisite application on the prescribed form provided by the Town Clerk, paid the requisite fee(s) and provided such additional information as may be required in the application, including, but not limited to, proof of general liability insurance with limits of liability not less than \$1,000,000 per occurrence; current vehicular registration, inspection and insurance; proof of permission to locate the food truck at the particular location; and, in the case of prepared food sales, a current food vendor's permit issued by the Putnam County Department of Health. The Town of Kent shall be listed as an additional insured on the policy of general liability insurance.
- C. ~~Permits shall be issued on a calendar year basis running from January 1 to December 31 from April 1st to March 31st. Applications for such permits shall be available to residents or established businesses located within the Town of Kent from November 1 through November 30 of each year for the following year. From December 1 on, applications, to the extent permits are still available, shall be accepted from nonresidents.~~
- D. The annual fee for a food truck permit shall be set by the Town Board and included in the annual fee schedule adopted by the Town Board, as the same may be amended from time to time. Any permit issued after July 1 shall be 1/2 of the annual permit fee and shall run for the balance of the calendar year. Any permit issued to a veteran shall be exempt from the payment of the annual fee. To be exempt from the payment of the requisite permit fee, such veteran shall actually be engaged in the operation of the food truck and shall be present at the location at all times the food truck is in operation.
- E. Food truck permit holders and any employee(s) shall be issued a photographic identification card by the Town of Kent. Such identification shall be maintained on the person of the permit holder and employee at all times that the food truck is in operation and shall be open to the inspection by the Town Code Enforcement Officer.

- F. Secondary permits shall be made available to existing food truck permit holders who wish to provide food vending services on municipally owned properties on a monthly, weekly or daily basis. Such secondary permits shall only be issued to existing food truck permit holders. The fee for such secondary permit shall be set forth in the annual fee schedule, as the same may be amended from time to time.
- G. Notwithstanding the foregoing, any licensed or permitted food truck shall be allowed to operate on private property within the Town at a specific function and at the specific request by such private property owner for the purpose of catering or providing food service for such special function.

Section 2. Chapter 39B of the Kent Town Code entitled "Food Trucks", Section 3 regarding "Location" is amended as follows:

§ 39B-3. Location.

- A. Except as otherwise provided for herein, a food truck permit shall allow the holder thereof to conduct the business vending food from a specific, stationary location. Such location shall be on private property or within or on a public thoroughfare or right-of-way. No vending or soliciting of food sales shall occur by the permittee at any location within the Town other than that which is declared on the permit.
- B. A permitted location shall be within a commercially zoned area and shall be subject to the prior approval of the Town Code Enforcement Officer to ensure that such location is safe for use by both vehicles and pedestrians.
- C. An applicant for a food truck permit shall provide proof, in writing, signed by the owner of the particular location or, with respect to state, county or other municipal thoroughfares, signed by the authorized permitting authority, that the applicant has permission to park or locate the food truck at that particular location. Such document shall be signed and acknowledged before a notary public.
- ~~D. A permitted location shall have an improved parking area and shall have not less than two parking spaces available for patron use. Such parking spaces must be in addition to any parking spaces that are committed to other uses and/or occupancies that are served by the site as specified in the Town's zoning regulations or as set forth on any current site plan for the location.~~
- E. A permitted location shall not be closer than 500 feet to any existing restaurant, delicatessen, fast food establishment, or other food service establishment (collectively, "food establishment") during the hours of operation of such existing food establishment without the express written consent of the existing food establishment.
- F. There shall be no outdoor seating or other accommodation for on-site consumption of

food or other vended products. The food truck permit holder shall provide adequate refuse receptacles for patron use and shall provide that refuse deposited therein is removed from the permitted location on a daily basis.

Dated: January ____, 2019

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

[——] deleted text

_____ added text

RESOLUTION
TOWN BOARD OF THE TOWN OF KENT

Motion by Councilperson _____

Second by Councilperson _____

The following proposed local law, to be known as Local Law No. __ of 2019, entitled A LOCAL LAW OF THE TOWN OF KENT, PUTNAM COUNTY, NEW YORK TO AMEND CHAPTER 77 "ZONING" OF THE TOWN CODE OF THE TOWN OF KENT TO AMEND THE ALLOWABLE USES IN THE R-80 DISTRICT' is hereby introduced.

WHEREAS, the Town Board of the Town of Kent has received a communication from the Town Planning Board in regard to amending the language of the R-80 District to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in that district subject to site plan review and approval; and

WHEREAS, according to said communication the failure to include Nursing Homes, Convalescent Homes, and Alternative Care Housing as permitted uses in the R-80 District was an oversight during the adoption of the new town zoning law in November 2008; and

WHEREAS, the lack of action to amend the regulations to allow Nursing Homes, Convalescent Homes, and Alternative Care Housing would impede a proposed expansion and rehabilitation of the Putnam Nursing Home located on Luddingtonville Road; and

WHEREAS, the Town Board has determined that the proposed amendment must be referred to the Putnam County Department of Planning; and

WHEREAS, because the recommendation in support of the amendment was at the initiative of the Town Planning Board a referral of the proposed amendment to the Planning Board pursuant to §77-63 of the Zoning Law is hereby waived;

NOW THEREFORE BE IT RESOLVED, the Town Board hereby sets a public hearing on the proposed amendment to Article III of Chapter 77 of the Town of Kent Code for _____, 2019, at 7:00PM, or as soon thereafter as the matter may come to be heard, in the Town Hall, Town of Kent, 25 Sybil's Crossing, Kent Lakes, New York; and

BE IT FURTHER RESOLVED, The Town Board hereby states that because only the Town Board can consider and adopt changes to the Town Code that it is the only involved agency, and the Board hereby declares that it is the Lead Agency for purposes of coordinating the environmental review of this matter pursuant to Article 8 of the Environmental Conservation Law; and

BE IT FURTHER RESOLVED, The Town Board refers this matter to the Putnam County Department of Planning and Economic Development for a recommendation pursuant to GML 239-m; and
BE IT FURTHER RESOLVED, The Town Board directs the Town Clerk to notify the Town Clerks of each of the surrounding towns of the date, the time, and the purpose of the public hearing pursuant to GML 239-nn.

BE IT ENACTED by the Town Board of the Town of Kent:

Article III of Chapter 77 of the Town of Kent Code shall be amended as follows:

ARTICLE III. R-80 Residential District

§ 77-7. Purpose and Permitted Uses.

This district is intended to conserve the more rural land areas within the Town by promoting a balance of open space and low-density, single-family residential uses consistent with natural resource constraints, the conservation of open space areas, and other compatible land use opportunities. In an R-80 Residential District, no building or premises shall be used and no building shall hereafter be erected, altered or added to unless otherwise provided in this chapter, except for one or more of the following uses:

A. Principal permitted uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.

- (1) One-family dwellings, not to exceed one dwelling on a single lot.
- (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
- (3) (*) Cemeteries for the interment of human remains; no crematorium.
- (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
- (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
- (6) (*) Nursing home, convalescent home, and alternative care housing provided:
 - a) The minimum lot shall be five acres
 - b) No building or part thereof or any parking or loading area shall be located within 100 feet of any street or lot line.
 - c) The lot shall be have frontage on a county or state road, and such county or state road frontage shall serve as the primary point of ingress and egress to the facility.
- (7) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.

(8)(*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.

(9) Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

*Town of Kent, NY
Thursday, January 17, 2019*

Chapter 77. Zoning

Article III. R-80 Residential District

§ 77-7. Purpose and permitted uses.

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- (2) (*) Public parks, playgrounds and recreational areas; firehouses, police stations and other public buildings and uses.
- (3) (*) Cemeteries for the interment of human remains; no crematorium.
- (4) (*) Regularly organized elementary or high schools having a curriculum approved by the Board of Regents of the State of New York, and subject to the following:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, parking or loading area, or part thereof, shall be located within 100 feet of any street line nor within 50 feet of any property line.
- (5) (*) Places of religious worship, including part-time religious schools, provided that no building or part thereof and no parking or loading area shall be located within 75 feet of any street line nor within 50 feet of any property line; and parish houses, parsonages and rectories which shall comply with the requirements set forth herein for one-family dwellings.
- (6) (*) Nursery schools, family day-care home, or day-care centers subject to § 77-44.5 of this chapter.
- (7) (*) Public utility structures and rights-of-way, but excluding utility offices, garages, storage yards, and communication facilities.
- (8) Agricultural uses as defined in New York State Agriculture and Markets Law, provided that no building in which farm animals are kept and no storage of manure

shall be located nearer than 100 feet to any street line or property line, and provided further that the keeping of horses and livestock shall be permitted only on lots having an area of two acres plus one acre for each such animal in excess of one. In addition, no greenhouse heating plant shall be located nearer than 50 feet to any street line or property line. One farm stand exclusively for the sale of agricultural products grown on the premises is permitted.

- B. Permitted accessory uses. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
- (1) (*) Off-street parking and loading in accordance with the provisions of Article XI of this chapter.
 - (2) (*) Streets, roads, driveways, utilities, and infrastructure subject to § 77-6D.
 - (3) Home occupations in accordance with the provisions of § 77-41 of this chapter.
 - (4) Artist studio, subject to special use permit approval by the Zoning Board of Appeals pursuant to § 77-44.6 of this chapter.
 - (5) Private swimming pools and tennis and deck tennis facilities in accordance with the provisions of § 77-42 of this chapter.
 - (6) (*) Signs in accordance with the provisions of Article X of this chapter.
 - (7) Satellite antennas which receive and/or transmit, are less than one meter in maximum diameter, and which do not produce or contribute to the production of emission levels exceeding the emission standards adopted, from time to time, by the FCC, based on the maximum equipment output.
 - (8) Other customary accessory uses and buildings, provided that such uses shall not include any activity conducted as a business.
- C. Special uses permitted subject to the approval by the Planning Board in accordance with the provisions of § 77-59 of this chapter. (*) indicates a use that is also subject to Planning Board site plan approval pursuant to § 77-60 of this chapter.
- (1) (*) Golf courses and country clubs, exclusive of clubs whose activities include the maintenance, storage or takeoff or landing of aircraft, subject to the following requirements:
 - (a) The minimum lot area shall be 50 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
 - (2) (*) Private membership clubs, operated by nonprofit membership corporations, exclusively for members and their guests, including ice-skating, swimming, tennis, squash or other similar clubs, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.

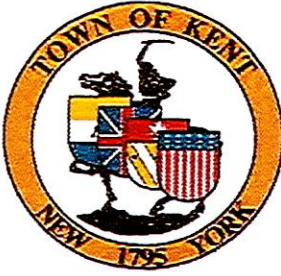
- (3) (*) Institutions of higher learning, including colleges and universities, seminaries, convents, technical schools and the like, including accompanying service and administrative buildings and recreation facilities, subject to the following requirements:
 - (a) The minimum lot area shall be 100 acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (4) (*) Hospitals authorized by the Department of Health of the State of New York, excluding hospitals with facilities for correctional purposes, subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (5) (*) Eleemosynary institutions (other than correctional institutions, drug rehabilitation centers or institutions for the insane, but excluding administrative headquarters or branch office buildings thereof), subject to the following requirements:
 - (a) The minimum lot area shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (6) (*) Commercial recreation uses, day camps, vacation campgrounds, seasonal camps, and horseback riding establishments, including stables, maintenance and service buildings and other accessory structures and uses incidental to the outdoor recreation area, subject to the following requirements:
 - (a) The minimum lot size shall be five acres.
 - (b) No building, or parking or loading area, or part thereof, shall be located within 150 feet of any street or lot line.
- (7) (*) Communication facilities subject to the following requirements:
 - (a) The minimum lot area for a communication facility involving a communication tower shall be based upon the compliance with the required minimum yard areas as set forth below, but in no case shall the minimum lot area be less than two acres.
 - (b) The maximum height of any communication tower shall not exceed 100 feet.
 - (c) No other principal use shall be permitted on a lot containing a communication tower.
 - (d) For the purposes of calculating maximum lot coverage, coverage by a communication tower shall include the outer rectangular area drawn about the perimeter of the tower's base and any anchoring (such as guy wires).
 - (e)

For a communication tower with a height of 80 feet or less, no part thereof shall be located within a distance equal to the height of the communication tower, plus the minimum yard area requirements set forth below, of any street or lot line.

- (f) For a communication tower with a height in excess of 80 feet, no part thereof shall be located with a distance equal to twice the height of the communication tower of any street or lot line.
- (g) All permitted accessory structures, buildings, and ground equipment associated with a communication tower shall be completely enclosed and shall conform with the minimum yard requirements set forth below.
- (h) All communication facilities shall be subject to the additional supplementary use requirements and standards set forth in Article **XII**, § **77-44.1** of this chapter.

D. Special uses permitted subject to the approval by the Zoning Board of Appeals.

- (1) Accessory apartment subject to § **77-70** of this chapter.



Town of Kent Highway Department
Richard T. Othmer, Jr., Highway Superintendent
 62 Ludington Court
 Kent Lakes, New York 10512
 (845) 225-7172 Fax (845) 225-9464
 E-mail: rothmer@townofkentny.gov

MEMORANDUM

Date: January 20, 2019

To: Maureen Fleming, Town Supervisor, Honorable Members of the Town Board

From: Richard T. Othmer Jr, Highway Superintendent

Subject: Distribution of 2019 1.5 Million Highway Bond

Honorable Supervisor Fleming & Members of the Board;

First, I want to thank you all for agreeing to bond the much needed money for highway construction projects and capital improvements. Without this commitment from the Board and this Department to the taxpaying residents of Kent, the infrastructure of this Town would continue to spiral down to the point of no return. It costs ten times more to rebuild a neglected and destroyed road from scratch than to responsibly maintain it in a timely manner. In order to extract the thirty year life span we should be getting out of our investment, we must follow proven industry standards.

Secondly, I want to thank you for supporting the much needed modernization of our fleet. I am sure you remember when the majority of this administration took over; the AVERAGE age of our trucks was sixteen years old. We are aggressively and competently, completing multiple jobs and projects that have been ignored either due to of the lack of funding or the proper equipment needed to do so for years.

The Highway Department works together to meet the needs of our Town, as well as track costs in order to constantly analyze & adjust our strategy in order to keep costs down while maintaining property, roads & equipment. Capital funding is a major factor in enabling our Department to get ahead on vital infrastructure upgrades. I truly believe that despite our differences, we will all be able to proudly look back on our time together in this administration as the period of the "Kent Infrastructure Renaissance"

Following is the breakdown of the 1.5 million Highway Bond projects. Also attached, is a detailed list of the individual sections for your review. I am coordinating with my office staff and the Town Finance Officer, Yulia Kelly, in keeping proper and accurate records in order to responsibly track the projects.

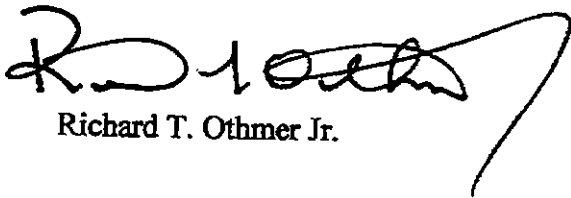
1) Capital Drainage	\$100,000.00
2) Capital Tree Removal	\$100,000.00
3) Capital Facilities Upgrade	\$60,000.00
4) Capital Paving	\$1,240,000.00

These figures are 90% accurate. The cost of oil will directly affect the paving projects. As the different job costing sections come in above and below estimates, budget lines will be adjusted accordingly. However, all expenditures will remain in one of the above four bonded sections.

Please let me know if the bonding company requires anything else. Yulia Kelly has researched what is needed & has briefed me so I believe we are OK

Thank you for your support in this matter. I am available for any questions you might have at any time. The sooner we secure the bond the better so road clearing and widening operations can commence right away preparing for the spring paving season. Attached, please find the schedule of the master infrastructure plan for 2019.

Sincerely;



Richard T. Othmer Jr.

Section One Capital Drainage

Capital drainage projects will include town wide culvert pipe and catch basin replacement. Plastic pipe with 100 year life span will replace existing galvanized steel which in most cases have already rotted out, caved in and are not functioning as originally designed. Additionally ditches will be cleaned and swales will be repaired. Rock ledge hammering and removal will be conducted where necessary in this phase. A lot of focus will be in Lake Carmel where wide open dangerous ditches need to be piped and covered over. This will alleviate much of the ice damming during winter months and widen the narrow roads somewhat.

Section Two Tree Removal

The paving projects will require extensive tree removal within the Town's "Right of Way" in order to widen the roads. Our in house tree crew will be working full time on this. However, there are many trees that are too tall or extremely complicated for our bucket truck & crew. These trees will be assigned to our licensed tree contractor bid winner whose logging truck will enable them to remove these large stumps & logs from the site to his own facility. This will additionally save the town money being that it will reduce the amount of debris we will have to tub grind up at our land fill site at the end of the year. We still have some complaints of dangerous trees that are more than a year old that we have not been able to get to, either because of their size or time and weather. This boost will alleviate a lot of problems and release us from risk which I am required to act within 30 days once notified. Kent is a town of rocks, water and trees.

Section Three Capital Facilities Upgrade

This allotment is to construct the roof over the four concrete material bins. Stamped architectural / structural engineering drawings are attached in this report. This is to protect raw salt deliveries and millings from the weather which causes them to clump and make them extremely difficult to work with. Additionally, it will enable us to store & protect summer equipment from the weather during the winter months thus extending their workable life span.

Section Four Capital Paving Projects

Attached, please find the intended schedule of roads to be paved in this bonding cycle, possibly & hopefully all in 2019. Tree removal & drainage will be completed first, followed by road widening where necessary and then paved. I will group these projects into three phases. Phase one are artery roads used by everyone. Phase two roads are selected roads in neighborhoods that have degenerated into dangerous conditions. Phase three roads are Lake Carmel roads similar to the phase two roads. I have estimated my funds to the last penny & success depends on oil prices, the absence of unforeseen obstacles such as rock ledge & underground springs and frugal construction budget management & job costing. I have a good feeling for 2019.

Richard T. Othmer, Jr. - Highway Superintendent

	Length	Tons	Total Cost
	5122' -.97	1691	\$ 158,293.90
	5280' - 1	1899	\$ 181,041.17
	5280' - 1	1899	\$ 181,041.17
	7846' - 1.49	2631	\$ 255,917.00
	4100' - .78	1691	\$ 135,021.00
TOTAL			\$ 911,314.24

PHASE 2

Kent Lakes, NY 10512

email - highwaykent@townofkentny.gov

Richard T. Othmer, Jr. - Highway Superintendent

	Length	Tons	Total Cost
	475' - .09	266	\$ 24,711.00
	1373' - .26	533	\$ 51,373.00
	2623 - .51	705	\$ 65,494.00
	1901' - .36	634	\$ 57,030.00
	1954' - .37	651	\$ 58,620.00
	4383' - .83	1075	\$ 120,750.00
	422' - .08	141	\$ 10,550.00
TOTAL			\$ 388,528.00

PHASE 3

Town of Kent Highway Department
 62 Ludington Court
 Kent Lakes, NY 10512
 (845) 225-7172 - Fax (845) 225-9464
 email - highwaykent@townofkentny.gov
 Richard T. Othmer, Jr. - Highway Superintendent

	Length	Tons	Total Cost
Inset)	960' - .19	320	\$ 22,080.00
	1462' - .28	487	\$ 33,626.00
happaqua)	720' - .14	240	\$ 16,560.00
Longfellow)	672' - .13	224	\$ 15,456.00
d (Top)	2114' - .4	705	\$ 48,622.00
e- East Side	692' - .13	231	\$ 15,916.00
Concord)	710' - .14	237	\$ 16,330.00
	581' - .11	194	\$ 13,363.00
	1003' - .19	334	\$ 23,069.00
	1690' - .32	563	\$ 38,870.00
TOTAL			\$ 243,892.00



Town of Kent Highway Department
62 Ludington Court
Kent Lakes, NY 10512
(845) 225-7172 - Fax (845) 225-9464
email - highwaykent@townofkentny.gov
Richard T. Othmer, Jr. - Highway Superintendent

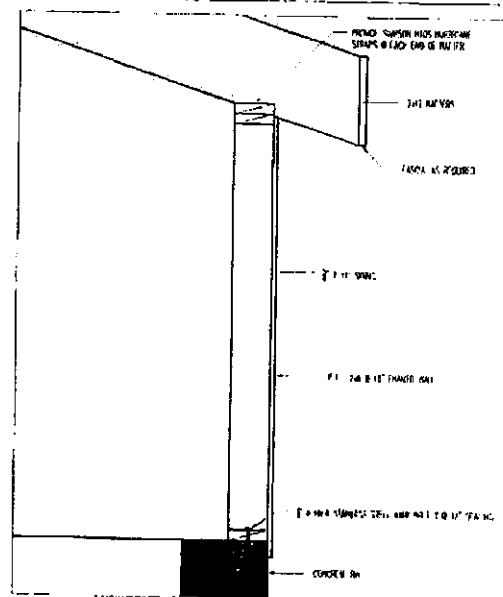
MATERIAL STORAGE BIN EXPANSION ROOF SPECIFICATION

Kent Highway Department - 311 Garage
62 Ludington Court

Bids for erecting a wooden roof structure over the existing and new expanded material bins as per the attached specifications:

- Pricing for Labor only**
- Contractor to provide all tools and equipment**
- Contractor to provide Material List**

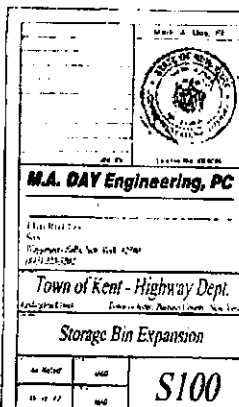
Kent Highway will supply all the lumber and material necessary to construct roof

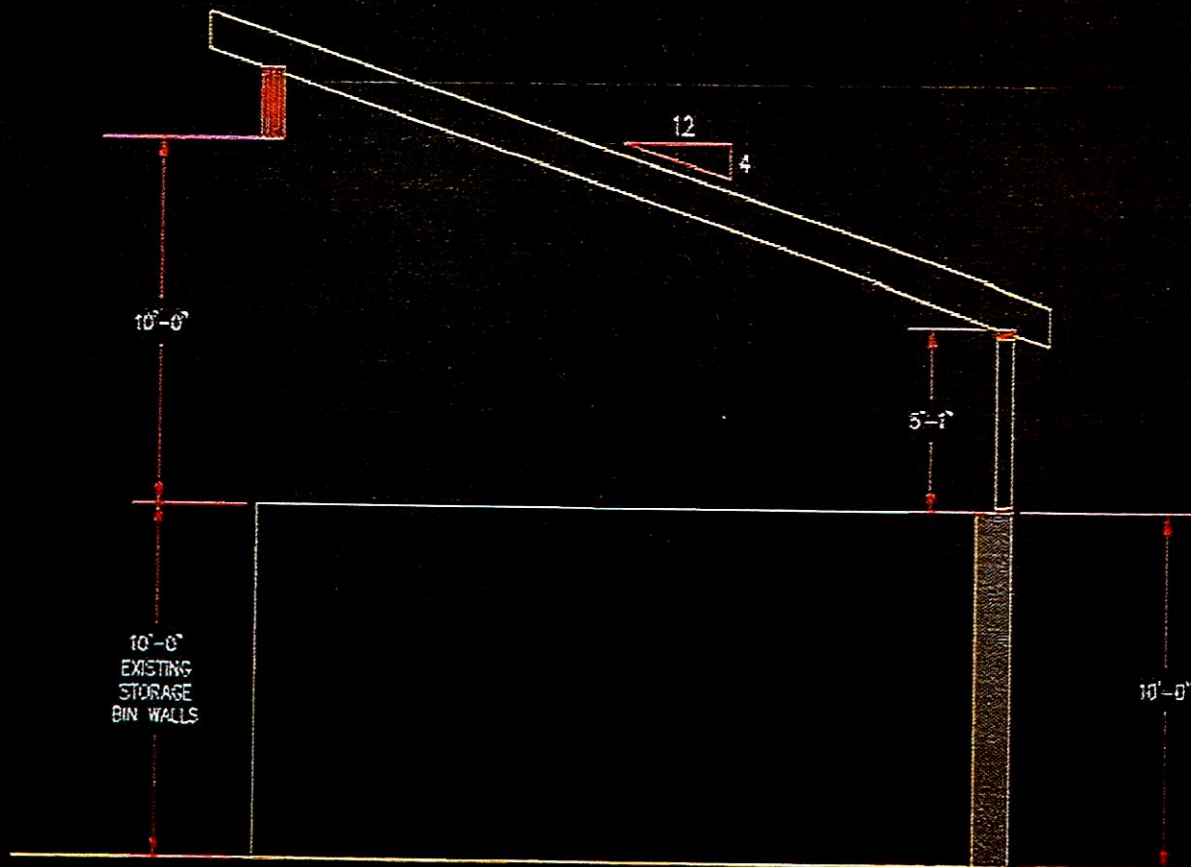


NOTES
ALL LUMBER IS TO BE PRESSURE
TREATED
USE STAINLESS STEEL FASTENERS
FOR ALL FRAMING

5.2 FRAMING CONNECTION DETAIL

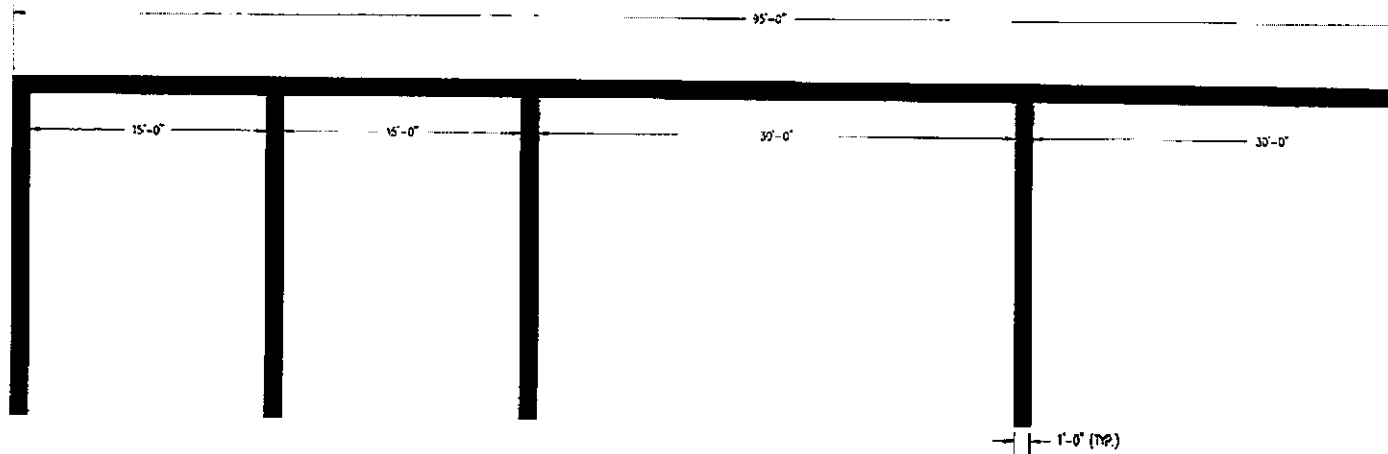
SCALE: 1 1/2" = 1'



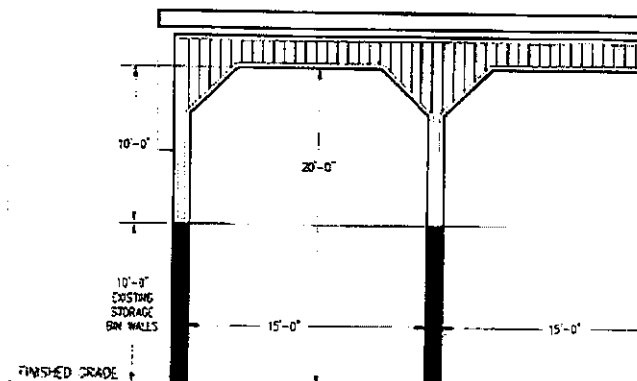
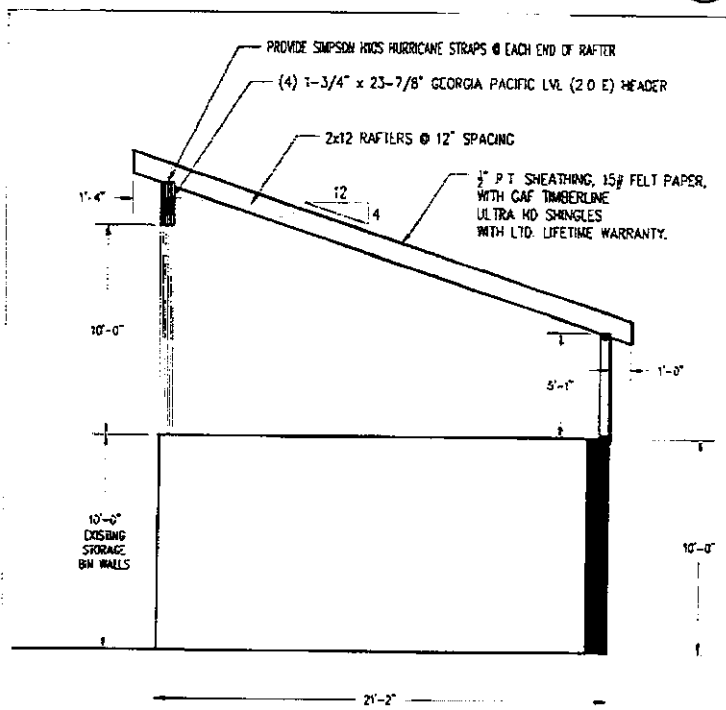


D.2 STORAGE BIN - SECTION VIEW
S100 SCALE: 1/4" = 1'-0"





S1 STORAGE BIN - PLAN VIEW
 SCALE: 3/16" = 1'-0"



S1 STORAGE BIN - SECTION VIEW
 SCALE: 1/4" = 1'-0"

2019 AGREEMENT REGARDING
THE EXPENDITURE OF HIGHWAY FUNDS

Agreement between the Highway Superintendent of the Town of Kent, Putnam County, New York and the Town Board of the Town of Kent for the expenditure of Highway Funds pursuant to the provisions of Section 284 of the Highway Law. The Town Board of the Town of Kent and the Kent Highway Superintendent agree that moneys levied and collected in the Town for the repairs and improvement of highways, and received from the State for State Aid for the repairs and improvement of highways, shall be expended as follows:

1. General repairs: The sum of _____ shall be set aside to be expended for primary work and general repairs upon _____ miles of town highways, including sluices, culverts, and bridges having a span of less than five feet and boardwalks or the renewals thereof.
2. Permanent Improvements: The sum of \$ _____ shall be set aside to be expended on the Permanent Improvements of town highways as in Schedule A annexed hereto and made a part hereof:

This Contract is executed in two (2) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one (1) agreement.

The parties have executed this Contract on this ____ day of February, 2019

Maureen Fleming
SUPERVISOR

Richard Othmer
HIGHWAY SUPERINTENDENT

William Huestis
COUNCILMAN

Paul Denbaum
COUNCILMAN

Jaime McGlasson
COUNCILWOMAN

Christopher Ruthven
COUNCILMAN

Tamara Harrison

From: Lana Cappelli
Sent: Monday, February 11, 2019 11:33 AM
To: Tamara Harrison
Cc: Highway Kent
Subject: FW: Newspaper Bid

Tamara,

The Highway Superintendent has asked me to advertise for the bids listed below. Would you please place on the next agenda for the board's approval to advertise for bids.

Yolanda "Lana" Cappelli

Kent Town Clerk
25 Sybil's Crossing
Kent Lakes, NY 10512
845/225-2067 Telephone
845/306-5282 Fax
lcappelli@townofkentny.gov
www.townofkentny.gov

From: Highway Kent
Sent: Monday, February 11, 2019 9:42 AM
To: Lana Cappelli
Cc: Rich Othmer
Subject: Newspaper Bid

Good morning Lana,

Rich asked if the following could be put in the next available newspaper for bid and opened at the earliest date possible:

The Town of Kent is seeking bids to include the daily rate with operator for the following equipment:

T15 Atlas Single Lane Rock Drill with rubber tracks or equivalent

Excavator Komatsu PC 60 Hammer on rubber tracks single lane or equivalent

Excavator 180 with hammer 6000 pound and crusher bucket to crush the rock on site or equivalent

Thank you,
Angela



Limnology Information and Freshwater Ecology Inc
19 Sandy Pines Blvd
Hopewell Junction, New York 12533
845-227-8805 office
845-227-0406 fax
845-494-1359 cell
www.lifeincponds.com
markroland@lifeincponds.com

4

February 7, 2019

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

Re: Lake Carmel

Dear Maureen Fleming;

I want to thank you for the opportunity to provide a lake management proposal for Lake Carmel. I am aware that the major aquatic problem associated with the lake is a Blue Green Algae Bloom. This problem can be controlled for the lake to be esthetically pleasing and useable. The following is an estimate for **Lake Carmel**.

I am recommending the following lake maintenance schedule for the summer of 2019. The lake needs to be treated with an algacide named Cutrine Ultra and Copper Sulfate; I have attached a copy of the manufactures label for your information. You should be aware that although the treatments will help clear up the algae blooms, ongoing maintenance is a **yearly** recommendation. The costs for these treatments are as follows:

I. Cutrine Ultra: June, July, August as needed	
Labor and Chemicals: (2 Treatments)	\$17,650.00
II: NYS DEC Pesticide Permit & Permit Preparation fees:	\$200.00
III: NYS Division of Water NPDES Permit fees:	\$110.00
<u>Total 2019 Charges</u>	<u>\$17,960.00</u>

It cannot be determined at this time exactly how many treatments the lake will require. NYSDEC Regulations and the label of Cutrine Ultra are specific that only one half of the water body can be treated at a time. The \$17,650.00 charge is for 2 treatments of Cutrine Ultra.

It is imperative that at the first sign of the Blue Green Algae that the treatments begin. Two treatments should be adequate if the treatments begin at the onset of the algae bloom. If a third treatment is required to keep the lake in good condition due to a hot and dry summer the additional charge for a third treatment using Copper Sulfate will be \$5000.00. The town will only be invoiced for treatments performed.

The prices include the required algaecides, performing the application, posting the entire shoreline of the lake per NYSDEC regulations. LIFE Inc will also be performing water quality analysis of the DO (Dissolved Oxygen) levels that are needed 24 hours before, during and after a scheduled treatment. Water quality analysis is an important component to any application of an algaecide in a large lake.

LIFE Inc. will handle the entire permit process. Preparation of any aquatic permit application is costly due to the extensive information required by NYSDEC. A completed permit package contains maps, drawing, watershed area and other hydro geological information. LIFE Inc has waived all processing fees and will only be invoicing the town for the cost of the 2 NYSDEC Aquatic Permits, and the Division of Waters Permits. LIFE Inc will pay the fees on behalf of the Town of Kent; we will be reimbursed when invoicing the town at the end of the summer.

In order to ensure a timely response to any HAB (Harmful Algae Blooms), LIFE Inc will require approval by the Town Board for these treatments before the summer begins, not when a treatment is needed. NYSDEC requires 7 days' notice for any treatment, and we do plan for the potential treatment before a bloom. LIFE Inc is requesting permission that the Town of Kent Board approve the expenditures and allow LIFE Inc to determine when a treatment should be performed with confirmation by Bruce Barber. This will speed the process and allow LIFE Inc to respond quickly to any HAB.

I was a residence of The Town of Kent for 28 years, and my parents lived in 7 Hills Lake for over 30 years. I have a long history with The Town of Kent and as the owner of LIFE Inc I assure you that I have the best of intentions for helping to keep Lake Carmel useable all summer; this proposal is about helping a Lake Community.

If you decide to you use my firm for this work, please provide LIFE Inc with a written approval of this plan and the expenditures.

If you have any further questions, please feel free to contact me.

Sincerely,
Mark Roland
Mark Roland
President

Tamara Harrison

From: markroland@lifeincponds.com
Sent: Thursday, February 07, 2019 10:08 PM
To: Maureen Fleming; 'Bruce Barber'
Cc: Tamara Harrison
Subject: Lake Carmel Treatment
Attachments: lakecarmel 2019.pdf

Please find attached the proposal for 2019. Please also read through the process that I am proposing. In order to respond to any HAB, LIFE Inc needs to have approval before the summer begins, not when a HAB occurs. I have suggested that my firm (me) in conjunction with Bruce's approval be able to determine when a treatment is needed and not have to wait for the Board to approve the treatment. The board needs to entrust that the treatments will be made when required.

Bruce has also explained to me that many people in the town would like to perform some phosphate analysis at the inflow areas of the lake, however they are not trained in this.

LIFE Inc is willing to provide our Environmental Scientist who graduated from Purchase College with a BS in Environmental Studies, to the town for a maximum of 10 hours to help train the town people. LIFE Inc is willing to do this at no charge to the town.

Thank you
Mark Roland

Mark Roland
President LIFE Inc
19 Sandy Pines Blvd
Hopewell Jct., NY 12533
845-227-8805 Office
845-494-1359 Cell
845-227-0406 Fax
markroland@lifeincponds.com
www.lifeincponds.com

CEMCO

WATER & WASTEWATER SPECIALISTS INC.

59 HEALEY LANE ~ STORMVILLE, NEW YORK 12582
PHONE 845 878-9711 ~ FAX 845 878-6578
EMAIL: CEMCO59@GMAIL.COM

ROY BARTICCIOTTO NYS CERTIFIED WATER & WASTEWATER OPERATOR
DANIELLE ALVAREZ-WOOLLEY – DIRECTOR OF ADMINISTRATION

Contract

By and between CEMCO Water and Wastewater Specialists, Incorporated in the State of New York, 59 Healey Lane Stormville, New York 12582 (Hereafter referred to as Cemco.) and Kent Water District #1 (Hereafter referred to as Kent WD1)

WITNESSETH:

WHEREAS Kent WD # 1 seeks professional operation, administration and supervision of the Water Treatment Facilities in Kent, NY

WHEREAS, CEMCO has agreed to provide the same;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows.

1. SERVICES TO BE PROVIDED BY CEMCO

- A. To maintain compliance with the permits and regulation of Putnam County Department of Health to provide 5 days per week of monitoring, testing including monthly coliform required water samples and all reporting required by the health department.
- B. To staff the facility as required by normal operation procedures and regulatory requirements
- C. To provide twenty-four (24) hour, seven (7) days per week emergency call service. All emergency repairs will be billed at the rate discussed in Section 5 of this contract.
- D. To implement and direct all actions deemed appropriate, to ascertain the goals and objectives of the facility, and appropriate regulatory agencies.
- E. To provide, monthly routine and periodic maintenance, data accumulation and associated reporting to the satisfaction of all involved regulatory agencies and Kent WD1.

- F. Provide the Kent WD1 with recommendations relative to a plan of action to resolve or correct any compliance deficiencies including the cost estimates to affect same.
- G. Evaluate the operation and condition of existing equipment.
- H. To conduct all business at the specific **sites** in a sanitary manner.
- I. To cooperate fully with other Kent WD1 professionals and representatives.
- J. To be available for routine inspections and meeting with the Putnam County Department of Health.
- K. This contract is based on the existing plant equipment and required operation methods. It is understood that if these items vary drastically, and require additional responsibilities, the cost shall be negotiated.

2. **REGULATORY COMPLIANCE**

CEMCO guarantees the professional services provided. CEMCO guarantees that the facilities will be operated in a manner that will assure regulatory compliance with the exception of items beyond the control of CEMCO.

3. **SERVICES NOT INCLUDED IN THE OPERATIONAL CONTRACT & WILL BE BILLED AS A LINE ITEM**

- A. Engineering, accounting and legal fees.
- B. Utility costs: to be billed directly to Kent Water District #1
- C. Chemical costs
- D. Laboratory fees.
- E. Supplies and materials.
- F. Emergency repairs

4. **TERMS OF THE AGREEMENT**

The term of the agreement shall be for a period of one (1) year commencing on the Service Commencement date. Thereafter, this agreement shall automatically be renewed for a subsequent year period if neither party gives notice of intent to terminate this contract 60 days prior to the renewal date.

The Service Commencement date shall be, March 1, 2019.

Either party hereto may terminate this agreement without cause with sixty (60) days prior to notice in writing to the other party. Such notice shall be sent register or certified mail, return receipt requested, or be hand delivered. If hand delivered, the notice shall be effective as the date of delivery. If mailed, on the date of posting.

5. **COMPENSATION**

- A. CEMCO shall be compensated as follows
Billed in 12 equal monthly installments of \$1,250.00 to be paid in 15 days of receipt of invoices.
- B. Kent WD1 agrees to reimburse CEMCO promptly for all costs billed to Kent WD1 for services beyond these basic amounts.
- C. Additional man hours for services not covered in section 2 of this agreement will be billed at the following rates: Including Travel Time:
 - a. Technical Specialist \$ 110 per hour
 - b. Chief Operator/Mechanic \$ 110 per hour
 - c. Plant Operator \$ 75 per hour
 - d. Laborer \$ 75 per hour
 - e. Emergency call \$ 100 per hour plus travel timeAdditional hours would only be billed with the prior approval of Kent WD1.
- D. CEMCO shall, at the time of the execution of this contract agreement, maintain insurance in the minimum amount of \$1,000,000 for personal injury and property damage, as well as statutory workers compensation and disability coverage, a copy of which policy CEMCO agrees to supply to Alpine Water. If requested such policy shall be in full force and affect during the term of the agreement. Kent Water District #1 shall be listed as insured on.

By _____ Date _____

Roy Barticciotto, President
CEMCO Water and Wastewater Specialists, Inc.

By _____ Date _____

Town of Kent – Kent Water District #1



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIT AVENUE ALBANY, NEW YORK 12206-1649

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 262782345
CEMCO WATER & WASTE WATER
SPECIALISTS INC
59 HEALEY LANE
STORMVILLE NY 12582



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER CEMCO WATER & WASTE WATER SPECIALISTS INC 59 HEALEY LANE STORMVILLE NY 12582		CERTIFICATE HOLDER TOWN OF KENT 25 SYBILS CROSSING KENT NY 10512	
POLICY NUMBER A2022 641-1	CERTIFICATE NUMBER 492130	POLICY PERIOD 04/04/2018 TO 04/04/2019	DATE 2/5/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2022 641-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

ROY BORTICCIOTTO, PRESIDENT
CEMCO WATER & WASTEWATER SPECIALIST
INC
A ONE PERSON CORP.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 757854439



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SALERNO BROKERAGE CORPORATION 117 Oak Drive Syosset NY 11791		CONTACT NAME: Steven Salerno PHONE (A/C, No, Ext): (516) 364-4044 FAX (A/C, No): (516) 364-5901 E-MAIL ADDRESS: ssalerno@salmoin.com													
INSURED Cemco Water & Wastewater Specialists, Inc. 59 Healey Lane Stormville NY 12582		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Evanston Insurance Company</td><td>NAIC # 35378</td></tr><tr><td>INSURER B: Utica National Insurance of TX</td><td>43478</td></tr><tr><td>INSURER C: First Mercury Insurance Company</td><td>10657</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Evanston Insurance Company	NAIC # 35378	INSURER B: Utica National Insurance of TX	43478	INSURER C: First Mercury Insurance Company	10657	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: First Mercury Insurance Company	10657														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 18-19 MASTER

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$10,000 ded each claim GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			MKLV1ENV101461	09/16/2018	09/16/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 1,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr><tr><td>Pollution Liability</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 1,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000	Pollution Liability	\$ 1,000,000
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B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			4803034	10/12/2018	10/12/2019	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 10,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 10,000				
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	BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																				
Medical payments	\$ 10,000																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			NYEX0000068872-02	09/16/2018	09/16/2019	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 3,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 3,000,000</td></tr><tr><td>PER STATUTE</td><td></td></tr><tr><td>OTH-ER</td><td></td></tr></table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000	PER STATUTE		OTH-ER							
	EACH OCCURRENCE	\$ 3,000,000																			
	AGGREGATE	\$ 3,000,000																			
	PER STATUTE																				
OTH-ER																					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"><tr><td>E L EACH ACCIDENT</td><td>\$</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	E L EACH ACCIDENT	\$	E L DISEASE - EA EMPLOYEE	\$	E L DISEASE - POLICY LIMIT	\$								
	E L EACH ACCIDENT	\$																			
	E L DISEASE - EA EMPLOYEE	\$																			
	E L DISEASE - POLICY LIMIT	\$																			
A	Contractors Pollution Professional Liability			MKLV1ENV101461	09/16/2018	09/16/2019	<table border="1"><tr><td>Each CPL Condition</td><td>\$1,000,000</td></tr><tr><td>Each PL Condition</td><td>\$1,000,000</td></tr></table>	Each CPL Condition	\$1,000,000	Each PL Condition	\$1,000,000										
	Each CPL Condition	\$1,000,000																			
Each PL Condition	\$1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Kent is included as an additional insured for general liability per Blanket Additional Insured Endorsement #CG 20 37 04 13

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Designation of Water Operator in Responsible Charge

INSTRUCTIONS

1. Type or Print - No pencil/felt tip pen.
2. Form must be completed in its entirety.
3. Form must be completed by system owner and designated operator in responsible charge.
4. Form must be signed and dated by both parties.
5. Submit to the New York State Department of Health.

SYSTEM INFORMATION

1. System Name:	2. Classification of System:	3. System Phone: ()
4. System Address: (Street) (City) (State) (Zip)		
5. Owner's Name: (Last) (First) (MI)	6. Home phone: () Work phone: ()	
7. Owner's Address: (Street) (City) (State) (Zip)		

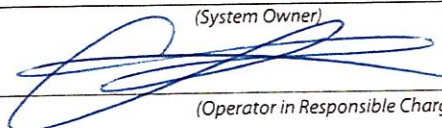
OPERATOR IN RESPONSIBLE CHARGE INFORMATION

Do not provide Social Security number	9. NYS DOH Certificate # N40038440	10. Grade of Certification C + D
11. ORC's Name: (Last) (First) (MI) Barticcio, CODY	12. Home phone (845) 204-1173 Work phone (845) 878-9711	
13. ORC's Address: (Street) (City) (State) (Zip) 59 Healey Lane Stormville NY 12582		

VERIFICATION

Note: Read carefully before signing

I certify that all information provided in this form for designation of operator in responsible charge for the above referenced water system is true. I understand that misstatement of material facts may result in a violation of Subpart 5-4 of the State Sanitary Code.

Signed _____ (System Owner)	Date _____
Signed  (Operator in Responsible Charge)	Date 2, 5, 19

Tamara Harrison

From: Lana Cappelli
Sent: Wednesday, February 06, 2019 12:41 PM
To: Deputy 2; Tamara Harrison; Bill Huestis; Chris Ruthven; Jaime Mcglasson; Maureen Fleming; Paul Denbaum
Subject: FW: Kent WD 1 Contract
Attachments: CCF_000093.pdf

Yolanda "Lana" Cappelli

Kent Town Clerk
25 Sybil's Crossing
Kent Lakes, NY 10512
845/225-2067 Telephone
845/306-5282 Fax
lcappelli@townofkentny.gov
www.townofkentny.gov

From: Cemco Water & Wastewater Specialists, Inc. [mailto:cemco59@gmail.com]
Sent: Wednesday, February 06, 2019 11:27 AM
To: cruthven@townofkentny.gov
Cc: Jaime Mcglasson; Lana Cappelli
Subject: Kent WD 1 Contract

Good Morning!

Attached you will find the Contract for Kent Water District #1.
Also I would like to inform you about the monthly operation fee changes to Kent WD#2
The new rate will be \$550.00 per month for Kent WD2

Caroline Spiegel
CEMCO Water & Wastewater Specialists, Inc.
59 Healey Lane
Stormville, NY 12582
845-878-9711

Tamara Harrison

From: Catherine Sullivan <csullivan@spainins.com>
Sent: Monday, February 04, 2019 3:53 PM
To: Maureen Fleming
Cc: Tamara Harrison; Kieran Boyle; Syed Ali
Subject: Town of Kent - NYMIR Renewal Applications - 4/8/19
Attachments: IR_AUTO110001.pdf; IR_IM110001.pdf; IR_SOV110001.pdf; NYMIR 2019-2020 Renewal Application.pdf; NYMIR 2018-2019 Completed Application.pdf; Police Vehicles Auto and IM.DOCX; Cathy Sullivan.vcf

Good Afternoon:

For the upcoming 4/8/19 NYMIR renewal, attached please find the following for completion and return.

NYMIR 2019 -20 Renewal application which includes the Cyber application as well. A copy of the 2018-19 application completed last year is attached. Please return the application with signature for quoting.

Schedules of Automobiles, Inland Marine Equipment(Excel spreadsheet attached listing equipment), Statement of Property Values. Please note that NYMIR increases the property values by 3% on renewal.

In addition, please have the police department review the Cost News on the attached Auto schedule. The last attachment is a NYMIR checklist for police vehicles. NYMIR provides Replacement Cost on any police vehicle 10 years or newer and the value needs to include the equipment not normally transferred to another vehicle. The Inland Marine policy has a limit of \$16,000 for police equipment as shown on the (2nd attachment) Inland Marine. This may not be sufficient to cover any removable equipment as described in the NYMIR checklist.

Please advise of any questions.

Thank you

Cathy Sullivan
Account Executive



Brown & Brown of New York, Inc.
dba Spain Agency
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Mahopac, NY 10541
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The Omni, 333 Earle Ovington Blvd.
Suite 505 • Uniondale, NY 11553-3624
(516) 227 2120 • (800) NYMIR05
Fax: (516) 227-2352



12 Metro Park Road, Suite 208
Colonie, NY 12205-1139
(518) 437 1171
Fax: (516) 227-2352

The New York Municipal Insurance Reciprocal 2019-2020 ANNUAL RENEWAL APPLICATION

Your annual renewal application has been revised to minimize your effort in returning necessary information to NYMIR. The application consists of a brief application followed by a series of detailed schedules showing the current picture of your insurance portfolio.

- ☐ Please complete the renewal application in its entirety and sign the bottom of the form. *Please return the completed application within 15 business days.*
- ☐ Please use the attached schedules to add, change, or delete items in your current portfolio. If you wish, you may attach separate pages to add or change items. The following schedules are included.
 - Statement of Values (Property)
 - Schedule of Vehicles (Municipal Auto)
 - Schedule of Inland Marine Coverage (If applicable, please include an *updated contractor's equipment schedule* and a *schedule of vehicles to be included on the Inland Marine Policy for auto physical damage.*)
 - Schedule of Subscriber Contacts
- ☐ Please *sign and date* the first page of each schedule.
- ☐ For any of the previous (6) years you were not a NYMIR subscriber, please provide *currently valued* loss runs from your previous carrier.

If you require assistance in completing your renewal application or if you have any questions, please contact your Customer Service Representative. Thank you for your consideration and cooperation in returning the application on a timely basis. We look forward to delivering your NYMIR renewal quotation.

AUTHORIZED SIGNATURE: _____ DATE: _____
TITLE OF SIGNATORY: _____ TELEPHONE: _____

Subject: Reformatted Version

Date: Friday, January 18, 2019 at 1:51:52 PM Eastern Standard Time

From: Bonnie Becker

To: Maureen Fleming

***** CORRECTION: Reformatted Version *****

RE: Governor's proposal to gut AIM program funding to towns and villages

Dear Supervisor Fleming:

I wish I were writing to you under better circumstances. In case you are not aware, the governor's proposed 2020 NYS budget includes unprecedented cuts to the unrestricted state revenue sharing program known as Aid and Incentives to Municipalities (AIM), to the tune of \$59 million, effectively gutting the program. The **Town of Kent** will lose **\$58361**.

If the cuts go through, a shocking 91 percent of towns will permanently lose their AIM funding. The governor's reasoning for these cuts? The governor stated that the growth of reserve funds in towns and villages – the result of years of prudent and meticulous spending – was why he stripped towns and villages of their AIM funding.

While it's true that reserve funds have been improving, they still have not fully recovered from the Great Recession of 2008. This proposal conveniently ignores the fact that reserve funds are not for operating expenses, and a reliable source of aid from the state is needed to accurately budget for operating expenses. And let's not forget, towns need to maintain sufficient reserve levels to preserve good bond ratings.

Meanwhile, in his budget, the governor is proposing to make the tax cap permanent (for which there will be a vote in the Senate on **Wednesday, Jan. 23**), discontinues the \$65 million in Extreme Winter Recovery program and proposes no increase to CHIPS funding, for which there has been widespread vocal support.

So, we have a long road ahead of us this legislative session. We are doing everything we can on our end to ensure our members receive the funding they need to carry out business as usual, but we need you to speak up and let your state representatives know that you will not stand for these cuts.

Call to Action. Please reach out to your state representatives. Make a phone call, write a letter or do both. Let them know that you oppose the elimination of state aid. Let them know how important reliable state funding is to the daily lives of all New Yorkers who live in towns.

Find your State Representatives.

- <http://myreps.datamade.us/>
- https://openstates.org/find_your_legislator/

According to its faulty reasoning, the budget office has said 2 percent is not a lot for our municipalities. But when you take \$500,000, \$900,000 or \$3.5 million away, the money has to come from somewhere, and this dangerous proposal could result in service and program cuts and layoffs. Every dollar the state shares is a dollar that doesn't have to be levied on the backs of taxpayers.

Sincerely,

Gerry Geist
Executive Director

FY 2020 Executive Budget Aid and Incentives for Municipalities (AIM)

Towns Sorted by County

Municipality	County	Class	FY 2019 Enacted Budget AIM (\$)	2017 Expenditures (OSC Data, \$)	AIM Reliance	FY 2020 Executive Budget AIM (\$)
Town of Otsego	Otsego	Town	14,696	1,104,462	1.33%	0
Town of Otsego	Otsego	Town	18,374	1,233,015	1.49%	0
Town of Pittsfield	Otsego	Town	6,525	488,235	1.34%	0
Town of Plainfield	Otsego	Town	8,323	786,000	1.06%	0
Town of Richfield	Otsego	Town	14,858	1,176,733	1.26%	0
Town of Roseboom	Otsego	Town	3,541	667,178	0.53%	0
Town of Springfield	Otsego	Town	5,916	0	Not Filed	0
Town of Unadilla	Otsego	Town	32,765	1,761,231	1.86%	0
Town of Westford	Otsego	Town	3,295	0	Not Filed	0
Town of Worcester	Otsego	Town	11,481	1,497,997	0.77%	0
Town of Carmel	Putnam	Town	140,362	41,910,405	0.33%	0
Town of Kent	Putnam	Town	58,361	18,040,022	0.32%	0
Town of Patterson	Putnam	Town	31,779	12,113,833	0.26%	0
Town of Philipstown	Putnam	Town	33,820	9,739,141	0.35%	0
Town of Putnam Valley	Putnam	Town	41,066	12,609,487	0.33%	0
Town of Southeast	Putnam	Town	45,592	14,296,660	0.32%	0
Town of Berlin	Rensselaer	Town	9,207	1,344,701	0.68%	0
Town of Brunswick	Rensselaer	Town	78,198	7,162,719	1.09%	0
Town of East Greenbush	Rensselaer	Town	73,383	24,020,232	0.31%	0
Town of Grafton	Rensselaer	Town	8,245	1,252,407	0.66%	0
Town of Hoosick	Rensselaer	Town	51,304	2,427,507	2.11%	51,304
Town of Nassau	Rensselaer	Town	27,829	2,030,691	1.37%	0
Town of North Greenbush	Rensselaer	Town	104,549	9,959,858	1.05%	0
Town of Petersburg	Rensselaer	Town	7,638	1,137,597	0.67%	0
Town of Pittstown	Rensselaer	Town	31,354	3,326,982	0.94%	0
Town of Poestenkill	Rensselaer	Town	37,181	2,591,084	1.43%	0
Town of Sand Lake	Rensselaer	Town	35,856	4,260,392	0.84%	0
Town of Schaghticoke	Rensselaer	Town	43,561	4,460,114	0.98%	0
Town of Schodack	Rensselaer	Town	69,789	9,886,947	0.71%	0
Town of Stephentown	Rensselaer	Town	12,009	1,544,774	0.78%	0
Town of Clarkstown	Rockland	Town	411,429	147,578,581	0.28%	0
Town of Haverstraw	Rockland	Town	105,471	38,419,494	0.27%	0
Town of Orangetown	Rockland	Town	265,710	81,628,195	0.33%	0
Town of Ramapo	Rockland	Town	427,314	0	Not Filed	0
Town of Stony Point	Rockland	Town	59,654	23,006,496	0.26%	0
Town of Ballston	Saratoga	Town	49,218	6,597,528	0.75%	0
Town of Charlton	Saratoga	Town	32,695	2,134,679	1.53%	0
Town of Clifton Park	Saratoga	Town	98,088	23,717,380	0.41%	0
Town of Corinth	Saratoga	Town	22,062	5,032,545	0.44%	0
Town of Day	Saratoga	Town	27,897	1,334,001	2.09%	27,897
Town of Edinburg	Saratoga	Town	4,963	1,654,808	0.30%	0
Town of Galway	Saratoga	Town	20,144	2,214,673	0.91%	0
Town of Greenfield	Saratoga	Town	23,312	5,269,321	0.44%	0
Town of Hadley	Saratoga	Town	6,616	2,517,989	0.26%	0
Town of Halfmoon	Saratoga	Town	65,639	20,401,332	0.32%	0
Town of Malta	Saratoga	Town	25,627	10,602,267	0.24%	0
Town of Milton	Saratoga	Town	106,050	0	Not Filed	0