

**TOWN OF KENT  
TOWN BOARD MEETING  
Tuesday, February 28, 2017**

**Public Hearings** – 7:00 p.m.

Lake Carmel Fire Department Fire Protection Contract

Local Law Removing Fees from the Town Code and Establishing a Fee Schedule to be set by Resolution of the Town Board

**Workshop**

1. Pledge of Allegiance
2. Telecommunications Audit – Yulia Kelly, Director of Finance
3. Recreation Department – Tactical Laser Tag League
4. Police Department - Purchase of Laptops
5. Employee Assistance Program
6. Lake Carmel Park District – Permit for Application of Cutrine Ultra
7. Independence Day Fireworks
8. Announcements
9. Public Comment

**Meeting**

1. Roll Call
2. Vote on the following:
  - a) Telecommunications Audit
  - b) Tactical Laser Tag League
  - c) Purchase of Laptops for Kent Police Department
  - d) Permit for Application of Cutrine Ultra for Lake Carmel
3. Vouchers and Claims
4. Correspondence
5. Public Comment

PUBLIC  
HEARING

**LEWIS B. STADLER**  
ATTORNEY AND COUNSELOR AT LAW

12 EAST MAIN STREET  
PAWLING, NEW YORK 12564  
TEL: (845) 855-5808  
FAX: (845) 855-5809

January 18, 2017

**Hand Delivered**

Yolanda Cappelli, Town Clerk  
Town of Kent  
25 Sybil's Crossing  
Carmel, New York 10512

**Re: Lake Carmel Fire Department, Inc. with Town of Kent**

Dear Ms. Cappelli:

Per my discussions with Michael Liguori, Esq., enclosed please find three copies of the proposed contract between the Lake Carmel Fire Department, Inc. and the Town of Kent, which copies have been signed by the fire department's president. I understand that a public hearing has been scheduled regarding the proposed contract and I ask that once the public hearing is held and the contract is approved, that you insert the Resolution number and the date of the Resolution in the blanks left on page two of the contract. I would also ask that you return one fully executed copy of the contract to me.

Also enclosed please find a voucher for payment of the 2017 contract amount. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,



Lewis B. Stadler

LBS/cas  
Enclosures

cc: Michael Liguori, via email, w/o attachments

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TOWN CLERK  
2017 JAN 18 AM 8:55

**FIRE PROTECTION CONTRACT  
TOWN OF KENT  
LAKE CARMEL FIRE PROTECTION DISTRICT NO. 1**

**THIS AGREEMENT** made this            day of            , by and between the Town of Kent, a municipal corporation of the State of New York, having an office and place of business at 25 Sybil's Crossing, Carmel, New York 10512, (hereinafter referred to as the "TOWN"); and the LAKE CARMEL FIRE DEPARTMENT, INC., having its business offices at 851 Route 52, Carmel, New York 10512 (hereinafter referred to as the "FIRE DEPARTMENT");

**WHEREAS**, there has been duly established in the Town of Kent a fire protection district, known as the Lake Carmel Fire Protection District No. 1 (the "DISTRICT"), which encompasses a portion of the town and is on file in the Town Clerk's office; and

**WHEREAS**, the FIRE DEPARTMENT has proposed to provide fire protection services to the DISTRICT for the term and for the compensation set forth below; and

**WHEREAS**, the TOWN and the FIRE DEPARTMENT, are desirous of entering into an agreement to provide fire protection services to the DISTRICT, and

1. The TOWN is a municipal corporation of the State of New York.
2. The TOWN desires to contract with the FIRE DEPARTMENT for fire protection services.
3. The FIRE DEPARTMENT has the necessary qualifications to provide the services desired by the TOWN.

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KENT TOWN CLERK

4. The FIRE DEPARTMENT is willing to be employed by the TOWN and the TOWN is willing to employ the FIRE DEPARTMENT on the terms and conditions hereinafter set forth.

5. The TOWN has the necessary funds to pay the FIRE DEPARTMENT pursuant to the terms of this contract.

**WHEREAS, BY RESOLUTION #**                      **DATED**                      after a public hearing, the Town Board of the Town of Kent awarded the FIRE DEPARTMENT the contract to provide fire protection services to the DISTRICT, and

**WHEREAS,** the FIRE DEPARTMENT agrees to furnish to the TOWN fire protection services in the DISTRICT for the 2017 and 2018 calendar years, and the TOWN agrees on behalf of the District to pay the FIRE DEPARTMENT as follows:

A) The sum of NINE HUNDRED SIXTY THOUSAND EIGHT HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$960,885.00) for the calendar year 2017; and

B) The sum of NINE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$965,445.00) for the calendar year 2018.

**NOW, IN CONSIDERATION** of the mutual covenants contained herein, the TOWN and the FIRE DEPARTMENT hereby agree that the terms and conditions of this Contract and the Exhibit annexed hereto shall govern the Agreement between the parties and the parties hereto further agree as follows:

## SECTION 1 - EMPLOYMENT

1. The Members of the FIRE DEPARTMENT shall, while engaged in the performance of their duties in answering, attending upon or returning from any call provided for by this contract, shall have all the rights, privileges and immunities granted by State Law.

2. The FIRE DEPARTMENT shall at all times during the period of this contract be subject to call for attendance upon any fire occurring in the DISTRICT. When notified of a fire within the DISTRICT, the FIRE DEPARTMENT shall respond and attend upon the fire without delay with suitable equipment and personnel as in the reasonable judgment of the Fire Chief shall be necessary. Upon arriving at the scene of the fire, the firepersons attending shall proceed diligently and in every reasonable way cause the extinguishment of the fire and the saving of life and property.

3. The FIRE DEPARTMENT will provide to the TOWN the compensation amount(s) it is requesting for the new contract term by September 1, 2018, for the following year(s). The FIRE DEPARTMENT will provide a copy of its preliminary budget to the TOWN on or before September 1, 2018, prior to the publishing of the Supervisor's preliminary budget.

## SECTION 2 - BEST EFFORTS OF FIRE DEPARTMENT

1. The FIRE DEPARTMENT agrees that it will at all times faithfully, industriously and to the best of its ability, experience and talents perform all of the duties that

may be required of, and from it, pursuant to express and implicit terms hereof, to the reasonable satisfaction of the TOWN.

2. The FIRE DEPARTMENT shall maintain the presently provided ambulance service to the District but for only as long as the FIRE DEPARTMENT can meet adequate staffing levels for the ambulance. The FIRE DEPARTMENT will renegotiate the Contract price if the ambulance service is reduced or discontinued.

### SECTION 3 - TERMS OF EMPLOYMENT

Employment under this Agreement shall commence as of January 1, 2017 and shall continue for a period of two (2) years.

### SECTION 4 - COMPENSATION OF FIRE DEPARTMENT

On or before March 15, of each year of this contract, the TOWN, in consideration of the FIRE DEPARTMENT faithfully complying with all the terms and conditions herein set forth shall pay the FIRE DEPARTMENT and the FIRE DEPARTMENT shall accept from the TOWN in full payment for FIRE DEPARTMENT's services for the years 2017 and 2018, the sums listed below:

A) The sum of NINE HUNDRED SIXTY THOUSAND EIGHT HUNDRED EIGHTY FIVE AND NO/100 DOLLARS (\$960,885.00) for the calendar year 2017;

B) The sum of NINE HUNDRED SIXTY FIVE THOUSAND FOUR HUNDRED FORTY FIVE AND NO/100 DOLLARS (\$965,445.00) for the calendar year 2018.

#### SECTION 5 - FIRE DEPARTMENT TO COMPLY WITH LAW

To the extent that they are constitutional the FIRE DEPARTMENT agrees to comply with the provisions of Section 103-a and 103-b of the General Municipal Law and Section 139-b of the State Finance Law, regarding waiver of immunity when called before a Grand Jury. All other provisions of law required to be made a part of this Agreement are hereby deemed incorporated herein. Performance under the terms and conditions of this Agreement shall be subject to and in conformance with all applicable laws, rules and regulations in effect as of the date of this Agreement.

#### SECTION 6 - ASSIGNMENT

This Agreement may not be assigned by the FIRE DEPARTMENT or its right, title and interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the TOWN. In addition, if ambulance service is changed it shall be the responsibility of the Lake Carmel Fire Department, Inc. to notify all residents of the Lake Carmel Fire Protection District No. 1.

### SECTION 7 - REMEDIES

In the event of the failure of the FIRE DEPARTMENT to carry out the terms and conditions of this contract, the Town Board reserves the right to withhold compensation which may be due or become due until such time as the FIRE DEPARTMENT fulfills its obligations.

### SECTION 8 - ENTIRE AGREEMENT

It is understood that this Agreement constitutes the entire Agreement between the FIRE DEPARTMENT and the TOWN. Should any part of this Agreement be declared void by legal ruling, all other parts shall remain in effect.

### SECTION 9 - INSURANCE / INDEMNIFICATION

(A) The FIRE DEPARTMENT shall provide workers' compensation insurance for all members of the FIRE DEPARTMENT at its own cost and expense. Furthermore, the FIRE DEPARTMENT shall provide to the TOWN a certificate of insurance evidencing the aforementioned coverage upon request.

(B) The FIRE DEPARTMENT agrees to name the TOWN as an additional insured on its Certificate of Insurance providing for insurance coverage in a minimum aggregate amount of TWO MILLION DOLLARS and providing additional coverage in said Certificate to include liability, products and completed operations. Said Certificate shall be delivered and approved by the TOWN prior to the commencement of the work.



(C) The FIRE DEPARTMENT agrees to defend, indemnify and hold harmless the TOWN, its agents, employees and representatives from any and all loss or damage arising out of the FIRE DEPARTMENT's performance of its duties under this Contract.

#### SECTION 10 - NONDISCRIMINATION

During the term of this contract, the FIRE DEPARTMENT agrees as follows:

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the FIRE DEPARTMENT will not discriminate against any volunteer or applicant because of race, creed, color, sex, national origin, disability or marital status. The FIRE DEPARTMENT is subject to possible termination of this contract and forfeiture of all moneys due hereunder for a violation of this clause.

#### SECTION 11 - GOVERNING LAW

This Contract and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York.

#### SECTION 12 - PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Contract or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall

not be affected thereby, and each term, covenant, condition and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

#### SECTION 13 - ENDORSEMENTS

No agreements, oral or written, respecting this agreement shall be binding upon either party unless in writing and attached hereto.

#### SECTION 14 - NOTICE OF CLAIM

Service of a Verified Claim on the Town Clerk within ninety (90) days of accrual of a claim against the TOWN or completion of the work or portion thereof, whichever is earlier, and the expiration of forty (40) days thereafter shall be a condition precedent to the commencement by the FIRE DEPARTMENT of any action or proceeding with respect to this Agreement.


#### SECTION 15 - COUNTERPARTS

This Agreement is executed in four (4) counterpart originals, each of which shall constitute an original and all of which, when taken together, shall constitute one Agreement.

#### ATTESTATION CLAUSE

IN WITNESS WHEREOF, the parties have executed this Agreement in Kent, New York, on the date hereinafter set forth.

LAKE CARMEL FIRE DEPARTMENT, INC.

  
\_\_\_\_\_  
PATRICK J. RYAN, President

THE TOWN OF KENT

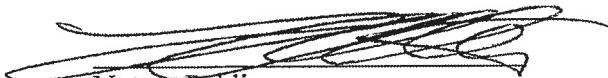
\_\_\_\_\_  
MAUREEN FLEMING, Supervisor

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On the 15<sup>th</sup> day of January in the year, 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared, PATRICK J. RYAN, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

LEWIS B. STADLER  
Notary Public, State of New York  
No. 02ST4710777  
Qualified in Putnam County  
Commission Expires December 31, 2018

STATE OF NEW YORK

)ss.:

COUNTY OF PUTNAM

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year, \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared, MAUREEN FLEMING, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

Exhibit to Fire Protection Contract  
Town of Kent  
Lake Carmel Fire Protection District No. 1

1. Section 1, Para 3 is amended by the addition of the following sentence- "The Town shall hold a public hearing and provide to the public the proposed contract along with the proposed contractual amount no later than the last day of October, 2018."

2. The Fire Department shall, in accordance with Section 209-z of the General Municipal Law, have its records audited annually by an independent certified public accountant or firm of certified public accountants and within 180 days of the end of the Fire Department's fiscal term, it shall submit a copy of its audit report to the Town Board.

3. Following the approval by the Fire Department of a new member, the Fire Department shall submit the name of the new member along with a copy of the new member's application (social security number to be redacted) and arson and sex offender investigation check to the Town Board for approval pursuant to Not-For-Profit Corporation Law 1402(c)(3). The submittal of information may be made by 3pm prior to the regularly scheduled meeting via fax or email to the Town Clerk and the request for approval will be acted upon without delay, but no later than 30 days after the Town Clerk's receipt of the new member's information. Along with the request for approval of the new member, the Fire Department shall confirm in writing to the Town Board that the addition of the new member shall not violate the terms of Paragraph 4 below.

4. The Fire Department must maintain an annual membership containing no more than forty-five (45%) percent of its members living outside of the fire protection district.

5. Within 30 days of the Fire Department's annual elections of officers and directors (administrative and firematic), the Fire Department shall submit to the Supervisor the list of

officers and directors together with contact information for the Chiefs and President.

6. By March 15 of each contract year, the Fire Department shall submit to the Town Board a list of the members who have achieved for the previous year the point requirements set forth in Section 217 of the General Municipal Law for the Length of Service Award Program (LOSAP). The Department shall maintain, for a period of 7 years from each calendar year, the supporting documentation substantiating that the members have qualified for their Department points and LOSAP points and said information shall be available for audit by the Town within five (5) days of its request to review said information. Said supporting documentation should include copies of the sign in sheets or point sheets (electronic versions are acceptable) or any electronic sign in data, if such a system is used.

# Budget Lines For 2017-2018

	2017	2018
<b>Computer</b>	7,500.00	7,500.00
<b>Custodial Services</b>	23,000.00	23,000.00
<b>Electric</b>	18,000.00	18,000.00
<b>Fuel Heating</b>	23,000.00	23,000.00
<b>House supplies</b>	4,000.00	4,500.00
<b>Installation Dinner</b>	12,500.00	12,500.00
<b>Insurance</b>	149,205.00	149,205.00
<b>Kitchen Expenses</b>	15,000.00	15,000.00
Propane		
Supplies		
Food and Refreshments		
<b>Legal and Accountant fees</b>	12,000.00	12,000.00
<del>Little League</del>	-	-
<b>Mortgage Payments</b>	206,000.00	206,000.00
<b>Office supplies</b>	4,000.00	4,500.00
<b>postage</b>	1,200.00	1,200.00
<b>repairs, House</b>	38,000.00	43,000.00
<b>Services to House</b>		
Alarm Rental	1,000.00	1,000.00
Fire Control	2,000.00	2,000.00
Generator	2,100.00	2,100.00
Grass Cutting	6,100.00	6,500.00
Plymo Vent	1,015.00	1,100.00
Snowplowing	10,000.00	10,000.00
Waste Removal	3,000.00	3,500.00
Water Testing		
Pest Control	1,000.00	1,000.00
<b>Sick and Memorial</b>	500.00	500.00
<b>Service Awards</b>	77,140.00	77,140.00
<b>Telephone</b>	8,500.00	8,500.00
<b>Total Administrative</b>	625,760.00	632,745.00

	2017	2018
<b>Ambulance Supplies</b>	9,500.00	10,500.00
Supplies		
Oxygen		
<b>Breathing Apparatus</b>	14,000.00	14,000.00
SCBA Replacement		
Air Cylinders		
<b>Compressor</b>	2,025.00	2,200.00
<b>Explorers</b>	2,500.00	2,500.00
<b>Fire Prevention</b>	2,000.00	2,000.00
<b>Firematic Supplies</b>	12,000.00	14,000.00
<b>Firematic Equipment</b>	25,000.00	25,000.00
<b>Food, Refreshments Fire</b>	6,500.00	6,500.00
<b>Fuel - Vehicle</b>	21,000.00	21,500.00
<b>Hose and Fittings/nozzles</b>	10,000.00	10,000.00
<b>Medicals</b>	20,000.00	12,000.00
<b>Parades</b>	9,500.00	9,500.00
<b>Town Parade</b>		
<b>Radios and Pagers</b>	12,000.00	12,500.00
<b>Recruitment and Retention</b>	6,000.00	6,000.00
<b>Telephones / cellular</b>	3,000.00	3,000.00
<b>Training</b>	10,000.00	10,000.00
<b>Truck Maintenance</b>		
Preventive maintenance	18,000.00	19,000.00
Repairs	45,000.00	45,000.00
<b>Truck Replacement</b>	75,000.00	75,000.00
<b>Turnout Gear</b>	25,000.00	25,000.00
<b>Uniforms</b>	7,100.00	7,500.00
<b>Other</b>		
Total Firematic	335,125.00	332,700.00
 Total Administrative and Firematic	 960,885.00	 965,445.00

AUDITING BOARD



LOCAL LAW NO. \_\_ OF THE YEAR 2017

LOCAL LAW ESTABLISHING CHAPTER \_\_\_\_ OF THE TOWN OF KENT CODE  
ENTITLED "FEES"

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

Section 1: Name of Local Law. This Local Law shall be known as: "Local Law Removing Fees from the Town Code and Establishing a Fee Schedule to be set by Resolution of the Town Board".

Section 2: Purpose. The Town of Kent Code contains several sections which require the payment of fees. In some cases, these fees are specified and set in the Code. In other cases, they are not. The specification of the amount of each fee in the Town Code and the process of keeping such fees up-to-date in the Code is a time consuming and cumbersome process. Accordingly, it is the intent of the Town Board, by the enactment of this Local Law, to permit the Town Board to delete the fees set forth in the Town Code and to set and maintain a Fee Schedule which shall include all fees charged by the Town pursuant to the Code and all other fees charged by the Town for other matters, services and administration expenses incurred by the Town which may not specifically be referred to in the Code through the adoption of a Fee Schedule which can be amended by the Town Board on an annual basis, or from time to time, by resolution without the requirement of enactment of a local law.

Section 3. Alarm Fees. Chapter 22 regarding "Alarms" is hereby amended to read as follows:

§22-5. Permit fees; change in ownership or occupancy.

A. The fee for issuance of an alarm user permit shall be [\$50.] **an amount as set forth by resolution of the Town Board and included in the Fee Schedule.** Such permits shall be issued without expiration date.

...

~~[§22-8. Waiver of permit fee for senior citizens. Upon request, the permit fee shall be waived for any alarm user over the age of 62, provided that the intended alarm device shall not be used in connection with any business or commercial purpose.]~~

Section 4. Fees relating to Dogs and Other Animals. Chapter 32 regarding "Dogs" is hereby amended to read as follows:

§32-6. Dog licensing requirements and procedures.

A. Licensing of dogs.

...

(5) The fees for a dog license shall be **set by resolution of the Town Board and included in the Fee Schedule** ~~[as follows:]~~

~~(a) Unspayed/un-neutered dog: \$13 per year (includes state-mandated surcharge of \$3).~~

~~(b) Spayed/neutered dog: \$5 per year (includes state-mandated surcharge of \$1).~~

~~(c) Purebred licenses:~~

~~[1] A license fee of \$25 plus a local fee of \$10, plus a state surcharge of \$3, totaling \$38, if no more than 10 registered purebred dogs or purebred dogs eligible for registration over the age of four months are harbored on the owner's premises at the time of application.~~

~~[2] A license fee of \$50 plus a local fee of \$15, plus a state surcharge fee of \$3, totaling \$68, if no more than 25 registered purebred dogs or purebred dogs eligible for registration over the age of four months are harbored on the owner's premises at the time of application.~~

~~[3] A license fee of \$100 plus a local fee of \$25, plus a state surcharge fee of \$3, totaling \$128, if more than 25 registered purebred dogs or purebred dogs eligible for registration over the age of four months are harbored on the owner's premises at the time of application.~~

~~(d) There shall be no fee charged for the license issued for any detection dog, geese dog, guide dog, hearing dog, police work dog, service dog, therapy dog, war dog or working-search dog.]~~

...

C. Enumeration. In addition to other applicable fees, any person applying for a dog license for a dog identified as unlicensed during an enumeration shall pay a fee [of \$5.] **as set by resolution of the Town Board and included in the Fee Schedule.** Such additional fee shall be used to pay the expenses incurred by the Town in conducting the enumeration. In the event that the additional fees collected exceed the expenses incurred by the Town in conducting an enumeration in any year, such excess fees may be used by the Town for any other lawful purpose.

#### §32.7. Identification of Dogs.

...

C. At the time a dog is first licensed, one identification tag shall be furnished to the owner at no charge. Any replacement tag shall be obtained by the owner at his expense at a fee [of \$3] **as set forth by resolution of the Town Board and included in the Town Fee Schedule.**

#### §32-12. Seizure of dogs; redemption periods; impoundment fees; adoption of euthanization.

...

D. Each dog which is not identified, whether or not licensed, shall be held for a period of at least five days from the date seized, during which period the dog may be redeemed by its owner, provided that such owner produces proof that the dog has been licensed and has been identified pursuant to the provisions of this article, and further provided that the owner pays the [following] impoundment fees **set forth by resolution of the Town Board and included in the Town Fee**

**Schedule:**

- ~~(1) Fifteen dollars for the first 24 hours or part thereof, and \$15 for each additional 24 hours or part thereof, for the first impoundment of any dog owned by that person.~~
- ~~(2) Twenty-five dollars for the first 24 hours or part thereof, and \$15 for each additional 24 hours or part thereof, for the second impoundment within one year of the first impoundment of any dog owned by that person.~~
- ~~(3) Thirty-five dollars for the first 24 hours or part thereof, and \$15 for each additional 24 hours or part thereof, for the third and subsequent impoundments within one year of the first impoundment of any dog owned by that person.~~

...

F. An owner shall forfeit title to any dog unredeemed at the expiration of the appropriate redemption period, and it may be kept for three months, with no liability to the Town of Kent, by the Putnam County Humane Society, and all costs for keeping the dog shall be borne by the Putnam County Humane Society. The dog shall be available for adoption for the fee ~~of \$5~~ **as set forth by Resolution of the Town Board and on the Town Fee Schedule** and thereafter shall be euthanized.

Section 5. Fees. Chapter 36 regarding "Fees" is hereby amended to read as follows:

§36-1. **Imposition of Fees**, review and amendments. ~~[The Town Board may periodically review the fee schedule set forth in this chapter and may, by resolution, amend the fees set forth therein.]~~  
**The Town Board shall have the power to impose, and set, all fees as may be specified and/or referred to in the Town of Kent Code and all other fees which the Town charges for all permits, services, administrative fees and programs of the Town not specifically referred to in the Town Code through the adoption of a Fee Schedule which shall be established by the Town Board by Resolution and amended on an annual basis or from time to time as needed. The Town Board shall have the power to establish and amend such Fee Schedule pursuant to a resolution duly adopted by the Town Board without the necessity for the enactment of a local law or ordinance. Applicants for approvals or permits are advised to refer to Chapter 55 to determine whether a review escrow deposit, performance security or inspection fee also applies.**

§ 36-2. (Reserved)

§ 36-3. Schedule of Fees. [The following schedule of fees for licenses, permits and activities which are regulated under the provisions of various chapters of the Code of the Town of Kent is hereby established. Applications for and the issuance of such licenses and permits shall be subject to the provisions of the specific chapter of the Code which is indicated for each type of license or permit. The businesses, activities or operation for which the license or permit is required shall be subject to all regulations set forth in the Code. For each type of application, the applicable individual chapter and Chapter 55 of the Code of the Town of Kent must be consulted to determine whether a review escrow deposit is also required. Performance security and inspections fees not listed here may also apply. The fees are subject to change, and the fee currently in effect should be confirmed with the Town Clerk's office.

Type of Permit, Application or License	Fee
<b>Chapter <u>22</u>, Alarms</b>	
Registration of commercial burglar alarms and commercial fire alarms (see § <u>22-5</u> )	\$50
<b>Chapter <u>27</u>, Building Administration and Construction</b>	
Building permit	
Value of work up to \$1,000	\$50
For each additional \$1,000 or fraction thereof	\$5
For each extension of time	\$50
Septic system, cesspool or well permit	\$10
Certificate of occupancy	\$75
Inspection fee, special use permit and site plan	\$150
Rescission of a stop-work order	
First	\$150
Second	\$250
Additional thereafter	\$350
<b>Chapter <u>30</u>, Christmas Tree Sales</b>	
Application	\$25 plus a site restoration deposit of \$200
<b>Chapter <u>32</u>, Dogs and Other Animals'</b>	
License for each spayed or neutered dog	\$5 per year (includes state mandated surcharge of \$1)
License for each unspayed or unneutered dog	\$13 per year (includes state mandated surcharge of \$3)
Purebred license per number of registered purebred dogs or purebred dogs eligible for registration over the age of 4 months harbored on the owner's premises at the time of application	
1 to 10	\$25 plus a local fee of \$10, plus a state surcharge fee of \$3, totaling \$38
11 to 25	\$50 plus a local fee of \$15, plus a state surcharge fee of \$3, totaling \$68
More than 25	\$100 plus a local fee of \$25, plus a state surcharge fee of \$3, totaling \$128
License for detection dog, geese dog, guide dog, hearing dog, police work dog, service dog, therapy dog, war dog or working search dog	None

<b>Type of Permit, Application or License</b>	<b>Fee</b>
Adoption fee for dog seized by Dog Control Officer or any peace officer	\$5 <sup>2</sup>
Impoundment	
First impoundment	
First 24 hours or part thereof	\$15
Each additional 24 hours or part thereof	\$15
Second impoundment within one year of first impoundment	
First 24 hours or part thereof	\$25
Each additional 24 hours or part thereof	\$15
Third and subsequent impoundments within one year of first impoundment	
First 24 hours or part thereof	\$35
Each additional 24 hours or part thereof	\$15
Enumeration fee for license for a dog identified as unlicensed during enumeration	\$5
<b>Chapter 38, Fire Prevention</b>	
Blasting permit, including storage and use of explosives	\$100
Operating permit	\$50
Natural gas and liquid propane gas inspection	
Residential	\$50
Commercial and industrial	\$100
<b>Chapter 39, Flood Damage Prevention</b>	
Flood hazard construction application	\$500
Application for variance from requirements of Chapter 39	\$500
Rescission of a stop work order	
First	\$150
Second	\$250
Additional thereafter	\$350
<b>Chapter 39A, Freshwater Wetlands</b>	
Permit application fee	\$500
Rescission of a stop work order	
First	\$150
Second	\$250
Additional thereafter	\$350
<b>Chapter 41, Games of Chance</b>	
License fee	\$25
License fee for leased premises	\$50
Additional license fee upon filing of statement of receipts and expenses	5% of net proceeds for license period covered
<b>Chapter 47, Livery and Taxicab Services</b>	
Special use permit	\$75
<b>Chapter 50, Park District No. 1</b>	
Reissuance of lost boat registration sticker	\$5
<b>Chapter 53, Peddlers and Solicitors</b>	
Application	\$150

Type of Permit, Application or License	Fee
<b>Chapter <del>54</del>, Plumbing<sup>3</sup></b>	
Permit for five fixtures	\$50
Each additional fixture	\$5
<b>Chapter <del>56</del>, Public Assembly</b>	
Application for permit	\$200
<b>Chapter <del>57</del>, Roads and Driveways</b>	
Road inspections (see § <del>57-14</del> )	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
Rescission of a stop-work order (see § <del>57-27</del> )	
First	\$150
Second	\$250
Additional thereafter	\$350
<b>Chapter <del>58</del>, Sales Events, Temporary</b>	
Not for profit	\$25
Private business	\$50
<b>Chapter <del>63</del>, Soil Removal</b>	
Application for permit	\$500
<b>Chapter <del>66</del>, Steep Slope Protection and Stormwater Management</b>	
Application for permit	\$500
Inspection fee	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
SWPPP review	\$100
Rescission of a stop-work order (see § <del>57-27</del> )	
First	\$150
Second	\$250
Additional thereafter	\$350
<b>Chapter <del>66A</del>, Subdivision of Land</b>	
Lot line revision	
Application fee	\$250
Preliminary subdivision	
Application fee	\$750
Plus fee per new lot	\$500
Review fee, initial deposit	\$1,000 initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
Final subdivision	
Application fee	\$750
Review fee, initial deposit	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection.
Recreation fee in lieu of land for residential subdivisions, per new lot	\$5,500
<b>Chapter <del>67A</del>, Temporary Storage Containers and Construction Debris Containers</b>	
Temporary or portable storage shelter, container or trailer permit	\$0

<b>Type of Permit, Application or License</b>	<b>Fee</b>
<del>Fine for failure to obtain a permit for a temporary or portable storage shelter, container or trailer</del>	<del>\$250</del>
<b>Chapter <del>70</del>, Vehicles, Abandoned</b>	
90-day unlicensed vehicle	\$50
<b>Chapter <del>75</del>, Water</b>	
<b>Art. I, Water District No. 1</b>	
Cost of service lines and taps	
<del>Installation of service line from main to approximate property line, including tapping of the main</del>	
<del>3/4-inch taps, including excavation, tubing, fittings, curb box, tapping of main, backfill and patching</del>	<del>Prevailing rate at time of installation</del>
<del>One-inch tap, based same as above</del>	<del>Prevailing rate at time of installation</del>
<del>Other sizes</del>	<del>Quoted as per installation</del>
<del>Charges, per foot, of copper tubing from curb box to building</del>	
<del>3/4-inch</del>	<del>Prevailing rate at time of installation</del>
<del>1-inch</del>	<del>Prevailing rate at time of installation</del>
Meters	
Installation	
<del>5/8-inch by 3/4-inch</del>	<del>Prevailing rate at time of installation</del>
<del>3/4-inch</del>	<del>Prevailing rate at time of installation</del>
<del>1-inch</del>	<del>Prevailing rate at time of installation</del>
<del>All other sizes</del>	<del>Quoted as per installation</del>
<del>Repairs due to negligence of consumer</del>	
<del>Minimum charge</del>	<del>Prevailing rate at time of installation</del>
<del>Testing</del>	<del>Prevailing rate at time of installation<sup>4</sup></del>
<del>Tap-in charge, per dwelling unit</del>	<del>\$1,000</del>
<del>Tap charge where lines constructed by a land subdivider, developer and/or builder as detailed in § <del>75-3E(3)</del></del>	<del>Prevailing rate at time of installation</del>
<b>Art. III, Water District No. 2</b>	
<del>Service line, including tapping of main<sup>5</sup></del>	
<del>3/4-inch</del>	<del>Prevailing rate at time of installation</del>
<del>1-inch</del>	<del>Prevailing rate at time of installation</del>
<del>All other sizes</del>	<del>Quoted as per installation</del>
<del>Copper tubing from curb box to building (per foot)</del>	
<del>3/4-inch and 1-inch</del>	<del>Prevailing rate at time of installation</del>
<del>Tap-in charge, per dwelling unit</del>	<del>\$2,000</del>
<b>Chapter <del>76</del>, Watercourses</b>	
Inspection fee	\$10
<b>Chapter <del>77</del>, Zoning</b>	
Preliminary site plan application fee	\$1,000, plus \$50 per parking space for the first 25 spaces, plus \$20 for each additional parking space over \$500
Final site plan application fee	\$500
Special use permit application fee	\$500 plus site plan application fee set forth above

Type of Permit, Application or License	Fee
Special use and site plan	
Inspection fee	\$1,000, initial review fee deposit. Applicant shall be responsible for full payment of actual costs of inspection
Sign permit application fee	\$150
Zoning amendment application fee	\$1,500
Area variance application fee	
Single family	\$150
Other	\$300
Use variance application fee	
Single family	\$250
Other	\$500
Interpretation application fee	\$500

**NOTES:**

<sup>1</sup> These fees also appear in Ch. ~~32~~, Dogs and Other Animals.

<sup>2</sup> This adoption fee, which is in addition to the foregoing fees, shall be paid to such officer or to the humane society which then harbors the dog, and such officer or humane society shall remit that adoption fee to the Town of Kent.

<sup>3</sup> The minimum fee for any permit is \$50.

<sup>4</sup> This charge shall be remitted if the meter so tested is found to register inaccurately to the extent of 3% either way.

<sup>5</sup> These fees include excavation, tubing, fittings, curb box, tapping of main, backfill and patching.

Section 6. Fees regarding Building Administration and Construction: Chapter 27 Regarding “Building Administration and Construction” is hereby amended to read as follows:

**§ 27-11. Building permit fees.**

- A. Upon the filing of an application for a building permit, fees as set forth from time to time by resolution of the Town Board **and on the Fee Schedule** shall be payable.

Section 7. Fees Relating to Flood Damage Prevention. Chapter 39 regarding “Flood Damage Prevention” is hereby amended to read as follows:

§ 39-11. Floodplain development permit.

...

B. Fees. All applications for a floodplain development permit shall be accompanied by an application fee **in an amount set by resolution of the Town Board and included in the Town Fee Schedule** [of \$500]. In addition, the applicant shall be responsible for reimbursing the Town of Kent for any additional costs necessary for review, inspection and approval of this project. The local administrator may require a deposit of no more than the fee to cover these additional costs.



Section 8. Garbage and Refuse Fees. Chapter 40 regarding “Garbage and Refuse”, is hereby amended to read as follows:

§ 40-2. Regulations.

...  
C. The Town Clerk shall receive a fee, to be determined **resolution of** [by] the Town Board, for issuing a permit, which shall be valid for a period of one year for commercial carters. Commercial carters, in addition to this yearly permit, shall pay, by the yard, for compacted and uncompacted garbage, fees that will be determined by **resolution of** the Town Board. Residents shall pay a yearly fee for pickup trucks and regular vehicles, which will be determined by **resolution of** the Town Board.

§ 40-6. Fees. Permits permitting commercial garbage collectors to dump at the sanitary landfill shall be issued by the Town Clerk for a fee to be determined by **resolution of** the Town Board.

Section 9. Fees relating to Livery and Taxicabs. Chapter 47 regarding “Livery and Taxicab Services is hereby amended to read as follows:

§47-6. Conditions to approval of permit.

...  
G. Any application for a special use permit under this chapter shall be accompanied by a fee [of \$75:] **as established by resolution of the Town Board and set forth in the Town Fee Schedule.**

Section 10 . Fees regarding Sewers. Chapter 62- regarding “Sewer Use Connection and Rents” is hereby amended to read as follows:

61-78. Allocation of Sewerage Capacity.

...  
G. Application fee. There is an application fee [of \$100] **in an amount set by resolution of the Town Board** per application. The fee is due with the submission of the application and is nonrefundable. In addition to the application fee, the Town Board reserves the right to charge the applicant for any out-of-pocket costs actually incurred by the Town Board or the sewer district in retaining consultants to evaluate the application relative to the criteria set forth above

§ 61-79. Sewer connection fee.

A. Sewer connection fee. Each new connection to the sewer collection system or expansion from an existing connection from a parcel within the sewer district requiring an approval of the Town Board pursuant to § 61-78B above will pay [the following] **a sewer connection fee in an amount as set forth by Resolution of the Town Board.** [÷

(1) ~~To the extent that the property is already developed at the time of adoption of this chapter and~~

~~the allocated GPD is less than or equal to the Appendix C GPD no connection fee will be charged;~~

~~(2) To the extent that a property proposes expanded development and requests an allocated GPD greater than the amount stated in Appendix C, the Town Board may impose a connection fee for the allocated GPD in excess of the amount stated in Appendix C.~~

~~(3) To the extent that property undeveloped at the time of adoption of this chapter proposes new or expanded development, and the allocated GPD is less than or equal to the Appendix C GPD, a surcharge connection fee in the amount of \$50 per GPD will be charged.]~~

Section 11. Fees regarding Stormwater Pollution Protection Plans. Chapter 66 regarding “Steep Slope Protection and Stormwater Management” at Article IV regarding Stormwater Pollution Protection Plans” is hereby amended to read as follows:

§ 66-10. Applicability; Stormwater Management Officer; review of plans.

...

B. The municipality shall, by resolution, designate a Stormwater Management Officer who shall accept and review all stormwater pollution prevention plans and forward such plans to the applicable municipal board. The Stormwater Management Officer may:

(1) Review the plans; or

(2) Upon approval of the Town Board, engage the services of a registered professional engineer and/or a qualified professional to review the plans, specifications and related documents at a cost not to exceed **the amount set forth by resolution of the Town Board in the [a]** fee schedule established by the Town Board. The Town Board may require the owner/operator to pay for the aforesaid review in advance by establishment of an escrow account.

Section 12. Fees regarding Subdivision of Land. Chapter 66A regarding “Subdivision of Land” is hereby amended to read as follows:

...

§ 66A-25. Parks and playgrounds. The Planning Board may require adequate, convenient and suitable areas for parks and playgrounds or other recreational purposes to be reserved on the plat but in no case more than 10% of the gross area of any subdivision. The area shall be shown and marked on the plat "Dedicated for Park or Playground Purposes." Alternatively, if the Planning Board determines that a suitable park or parks of adequate size cannot be properly located in any such plat or is otherwise not practical, the Board may require, as a condition to approval of any such plat, a payment in lieu of land to the Town of Kent in an amount as set by **resolution of the Town Board**. In requiring the set-aside of land for recreation or the payment of a fee in lieu of recreation land, the Planning Board shall adhere to the requirements of § 277, Subdivision 4, of the Town Law, which provides for the reservation of parkland on subdivision plats containing residential units.

Section 13. Fees regarding water districts. Chapter 75 regarding “Water” is hereby amended to read as follows:

Article I, Water District 1.

§ 75-3. Service lines; fees.

...

E. Costs of service lines and taps.

(1) The ~~[following]~~ fees for the installation of a service line from the main to the approximate property line, and including the tapping of the main, will be ~~set [reviewed and/or revised from time to time]~~ **by resolution of the Town Board and will be included on the Town Fee Schedule.**

(a) Three-fourths-inch taps, including excavation, tubing, fittings, curb box, tapping of main, backfill and patching: as set from time to time by resolution of the Town Board.

(b) One-inch tap, based same as above: as set from time to time by resolution of the Town Board.<sup>131</sup>

(c) The fee for all other size taps shall be as set from time to time by resolution of the Town Board.

(d) Charges, per foot, of copper tubing from the curb box to the building: three-fourths-inch and one-inch: as set from time to time by resolution of the Town Board.<sup>151</sup>

(2) These charges are to include copper tubing, fittings and labor; **the fees do not include** ~~[no]~~ excavating or backfill.

(3) Where a land subdivider, developer and/or builder has, at his own expense, constructed mains, laterals and service lines from the main to the approximate property line to the structure and/or dwelling, and being the primary developer of said subdivision, the charge shall be as set from time to time by resolution of the Town Board for each tap, including the inspection fee and appurtenant costs.<sup>1</sup>

F[. The fee for services two inches and larger will be determined by the Board and will be furnished to the owner by the agent and will be based on the individual conditions. The property owner shall deposit, at the time of filing his application, a sufficient sum to cover the cost of installing this part of the service line.

G.] All curb boxes once set shall be adjusted to changes in grades and shall be kept accessible and in repair by the owner. No person shall turn on or shut off any curb cock controlling any service line without the permission of the Superintendent. In such case, the Superintendent is authorized to order the water to be shut off or turned on as he deems appropriate.

Article III. Water District No. 2

§ 75-22. Meters; owner responsibility.

A. Installation. Meters may be installed in the Water District, and, if they should be so installed, the following considerations shall apply:

(1) Fees.

(a) **Fees will be set forth by Resolution of the Town Board.** Meters may be installed by Kent Water District No. 2 upon payment of the prevailing rate at the time of installation for the following sizes: 5/8 x 3/4 inch, 3/4 inch and one inch.

(b) All other sizes shall be quoted as per installation.

Section 14. Fees regarding zoning matters. Chapter 77 regarding "Zoning" is hereby amended to read as follows:

§ 77-26.9. Application review and approval procedure.

The review and approval of an application for a business park Overlay District designation shall be as follows:

A. Town Board review. An application for a business park Overlay District designation shall be submitted to the Town Board on such forms as the Town Board may designate and shall include a completed Part 1 long form environmental assessment form (EAF). The application shall be accompanied by a fee in an amount set by **resolution** the Town Board, together with a review fee in accordance with Chapter **55** of the Town Code. Upon receipt of an application and EAF, including the application fee and review fee, the Town Board shall notify the applicant of the place, date, and time of the meeting at which the application is to be considered and shall refer the application to the Planning Board for review and recommendation pursuant to Article **XVIII** of Chapter **77** of the Town Code. The applicant or the applicant's representatives shall be present at meetings of the Town Board at which the application is to be considered.

§ 77-65. Definitions.

#### **COMPLETE APPLICATION**

An application that includes the following:

- A. An application form together with all information concerning a proposed project in the format as specified by the applicable provisions of this chapter;
- B. All application fees required by this chapter **in an amount set by resolution of the Town Board** and the professional review fee deposit, if any, required by the reviewing agency;
- C. An EAF or DEIS assessing the potential environmental impacts of the proposed project;
- D. A determination by the reviewing agency, or by the lead agency in the event of coordinated review, that the proposed project is not likely to have a significant impact on the environment (negative declaration), or the filing of a notice of completion of a Draft Environmental Impact Statement in accordance with the provisions of SEQRA.

§ 77-54.1. Application fees; review fees.

A. Any application for approval of a site plan, special use permit, variance or other development activity authorized by this chapter shall be accompanied by fee(s) in an amount set by **resolution of** the Town Board for such application. Additional, engineering, legal and consulting review fees as set forth in Chapter **55** of the Town Code may also apply.

#### Section 15. Severability.

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

Town Board of the Town of Kent hereby declares that it would have passed this local law or the remainder thereof had such invalid application or invalid provision been apparent.

Section 16: Effective Date.

This local law shall take effect immediately upon filing in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Dated: February , 2017

BY THE ORDER OF THE TOWN BOARD  
TOWN OF KENT

[----] deleted text

[ ] new text

Louis M. Fernandez  
Director of Recreation and Parks



Town of Kent Recreation and Parks Department  
25 Sybil's Crossing Kent Lakes, NY 10512

Telephone: (845) 531-2100  
Fax: (845) 225-5130

Email: [recreation@townofkentny.gov](mailto:recreation@townofkentny.gov)  
Webpage: [www.townofkentny.gov](http://www.townofkentny.gov)

February 17, 2017

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

Subject: Tactical Laser Tag League

Dear Town Board Members,

I have been in negotiations with Keith DiBuono and First Person Sports to try and start a Tactical Laser Tag League in Kent for middle school and high school students. We used 2016 Kent Community Day as a trial run and found that it was quite popular.

The program would be structured in such a way that we would have two divisions that each had a maximum of 8 teams of 4 participants each. That would give us a potential maximum of 64 participants for each 2 hour game play block. We would have the option of increasing the game play block to add more players or add more days of play if the league were very successful. The league would run for 6 weeks and each team would play each week for 20-30 minutes. We would use the fitness trail located in Edward Ryan Memorial Park to play.

First Person Sports would provide all of the equipment, schedule the matches, provide the supervision and referees during game play, set up and organize the playing field and keep records and results of game play tabulated. The Town would be responsible to advertise and take registration, form teams, disseminate information and provide team shirts and championship shirts. Participants would pay a fee of \$85, \$60 of which would be paid to First Person Sports and \$25 of which would be paid to the Town. I estimate that the Town's operational costs to be around \$15 per participant. This cost would remain the same regardless of the number of participants in the program. We would have a minimum of around 32 participants needed to make the league viable.

I feel that this is a unique opportunity for the Town and would help us expand our programming options for the older youth in our community. Thank you for your consideration in this matter.

Sincerely,

Louis Fernandez  
Director of Recreation and Parks

# POLICE DEPARTMENT

## Town of Kent

40 SYBIL'S CROSSING, CARMEL, NEW YORK 10512

Address All Communications  
To: Chief of Police  
Alexander W. DiVernieri Jr.

Emergency: (845) 225-4600  
Office: (845) 225-5646  
Fax: (845) 306-5288  
kentpolice@townofkentny.gov

February 22, 2017

Supervisor Maureen Fleming & Kent Town Board  
Town of Kent Administrative Offices  
25 Sybil's Crossing  
Carmel, New York 10512

Dear Supervisor Fleming & Kent Town Board:

The Town of Kent Police Department is requesting permission to purchase (2) two Toughbook laptop computers to replace (2) two aging laptops that are used on a daily basis in the patrol cars. The state bid price for each laptop, along with the docking station and auto adapter, is \$4,545.00. The total amount of monies requested is \$9,090.00.

Attached is a quote from Island Tech Services describing the items requested to be purchased along with the contract number. The monies have been allocated in the police department's .200 line.

I would like to take this opportunity to thank the Board in advance.

Respectfully,

  
Chief Alexander W. DiVernieri Jr.

*Serving Our Community 24 Hours A Day*

# QUOTE

## ISLAND TECH SERVICES (ITS)

980 S 2nd Street, Ronkonkoma, NY 11779  
 Phone: 631-447-2442 Fax: 631-447-2514  
 Contact: Robert Gronenthal  
 Email: robert@islandtechservices.com

Number ITSQ17791  
 Date Feb 15, 2017

Sold To
<b>Kent Police Department</b> Ron Yeager 40 Sybil's Crossing 770 Rt 52 Kent, NY 10512 United States <b>Phone</b> (845) 225-4600 <b>Fax</b>

Ship To
<b>Kent Police Department</b> Ron Yeager 40 Sybil's Crossing 770 Rt 52 Kent, NY 10512 United States <b>Phone</b> (845) 225-4600 <b>Fax</b>

Salesperson	P.O. Number	Contract Number	Ship Via	Terms	
robert		PE9PM - 527240 - 025			
Qty	Part #	Description	Unit Price	Ext. Price	
** TOUGHBOOK CF20 **					
3	CF-20C5097KM	Panasonic Toughbook CF-20 - Win7 (Win10 Pro COA), Intel Core m5-6Y57 1.10GHz - 10.1" WUXGA 10-pt Gloved Multi Touch+Digitizer - 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth - 4G LTE Multi Carrier (EM7355), Webcam, No Rear Camera - Emissive Backlit Keyboard, Toughbook Preferred	\$3,600.00	\$10,800.00	
** DOCKING STATION **					
3	CF-CDS20VM01	Panasonic CF-20 Notebook Vehicle Dock - for Notebook - USB 3.0 - 2 x USB Ports - 2 x USB 3.0 - Network (RJ-45) - HDMI - VGA - Docking	\$825.00	\$2,475.00	
3	CF-LNDDC120	Panasonic CF-LNDDC120 Auto Adapter	\$120.00	\$360.00	
3	AP-NAV-CWG-Q-S11-WH	Navigator - 4G LTE Antenna - Embedded GPS receiver/antenna with USB connection - Cell/LTE antenna with TNC connector - WiFi antenna with TNC connector - Threaded bolt mount - Color white - 15 feet coax/USB	<del>\$375.00</del>	<del>\$1,125.00</del>	

To accept proposal please sign bottom and fax to 631-447-2514. Please remember to reference a PO on your quote.

Signature: \_\_\_\_\_

<b>SubTotal</b>	\$14,760.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$14,760.00</b>

WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. PANASONIC & GETAC PRODUCTS ARE BUILT TO ORDER AND NOT RETURNABLE.



**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by  
and between

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of  
New York having its principal place of business in the Michaelian Office  
Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter  
referred to as the "County"),

Acting by and through its Department of Community Mental Health (hereinafter  
referred to as the "Department"),

and

Town of Carmel, having an office and place of business at 60 McAlpin Avenue, Mahopac, New  
York 10541 (hereinafter referred to as the "Agency")

**W I T N E S S E T H**

**WHEREAS**, the County and Agency desire to enter into an agreement to provide  
services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and  
Unified Services) of the New York Mental Hygiene Law; and

**WHEREAS** pursuant to the provisions of Articles 25 and 41 of the New York Mental  
Hygiene Law, the County receives funding from the State and local municipalities, among  
others, for preventive, rehabilitative and treatment service programs for the mentally ill, the  
mentally retarded, the developmentally disabled and those suffering from alcohol and substance  
abuse. Pursuant to Article 41, the County also operates an Employee Assistance Program, which  
provides services to various municipalities and school districts within Westchester and Putnam  
counties; and

**WHEREAS**, the Agency has indicated it would like to receive these services.

**NOW, THEREFORE**, the parties hereto in consideration of the premises and of the covenants, agreements, terms and conditions herein contained do agree as follows:

**Section 1.** The Department shall provide services under Article 25 (Funding For Substances Abuse Services) and Article 41 (Local and Unified Services) of the New York Mental Hygiene Law to the Agency and shall also render Employee Assistance Program services (hereinafter collectively the “Services”) to the Agency as more particularly described in Schedule “A” which is attached hereto and made a part hereof.

**Section 2.** In consideration of the Services to be provided to the Agency by the Department pursuant to Paragraph “1” above, the Agency shall pay to the County a fee of \$45 per employee per year as more fully set forth in Schedule “B” which is attached hereto and made a part hereof.

Any and all payments to be made, including any partial payment made in proportion to the provision of Services, shall be made on a yearly basis within 15 days of submission of an invoice submitted by the Department.

**Section 3.** All records compiled by the Department in completing the work described in this Agreement, including but not limited to evaluation, progress notes, written reports, studies, drawings, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the Department.

**Section 4.** This Agreement shall commence on August 1, 2016 and shall expire on December 31, 2019.

**Section 5.** The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Agency agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Agency shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

**Section 6. Confidentiality of Records:**

(a) The Department and the Agency shall observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information. The Department and the Agency agree not to allow examination of records or the disclosure of information except as herein set forth or as may be required by applicable Law.

(b) The Department and the Agency shall fully inform their own staff members to observe and require the observance of applicable Federal and State requirements relating to confidentiality of records and information.

(c) The Department and the Agency shall implement the following procedures for the purpose of safeguarding information and ensuring the protection and confidentiality of said information.

- (1) Records containing individually identifiable information shall be marked “confidential” and kept in locked files or in rooms that are locked when the records are not in use.
- (2) When in use, records shall be maintained in such a manner as to prevent exposure of individual identifiable information to anyone other than the authorized party directly utilizing the case record.
- (3) Records shall be transmitted from one location to another in a sealed envelope stamped “confidential” and a receipt shall be obtained documenting delivery of said records. Records may be removed from Department’s work locations only with the prior written permission of the Commissioner.
- (4) Interviews with clients shall be conducted at a location and in a manner which maximizes privacy.
- (5) The Agency consistent with applicable statute and regulation shall have access to the following:
  - All identifiable information released with client’s consent.
  - Information released is usually within the context of a supervisor’s referral.
  - Released information normally includes information regarding compliance with Employee Assistance Program services and treatment and client’s medical clearance to return to work

**Section 7.** The Agency expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age,

national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Agency acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

**Section 8.** Either party may cancel this Agreement upon ten (10) days prior written notice to the other by certified mail.

**Section 9.** All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or mailed postage prepaid, certified mail, return receipt requested, addressed as follows:

To the County:                      Commissioner  
Westchester County  
Department of Community Mental Health  
112 East Post Road - Second Floor  
White Plains, New York 10601

with copy to:                      County Attorney  
Michaelian Office Building, Room 600  
148 Martine Avenue  
White Plains, New York 10601

To the Agency:                      Town of Carmel  
60 McAlpin Avenue  
Mahopac, New York 10541

**Section 10.** This Agreement may not be assigned by the Agency without the prior written consent of the County.

**Section 11.** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

**Section 12.** This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

**IN WITNESS WHEREOF,** the County and the Agency have caused this Agreement to be executed.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name: Mark S. Herceg, Ph.D., Commissioner  
Department of Community Mental Health

**TOWN OF CARMEL**

By: \_\_\_\_\_  
Name:  
Title:

Duly adopted by the Board of Legislators of the County of Westchester on the 27th day of October, 2014 by Act No. 2014-190.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 21st day of July, 2016.

Approved as to form and  
manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
K:O/CMH/2014 EAP agr.doc

**SCHEDULE "A"**  
**SCOPE OF SERVICES**  
**TOWN OF CARMEL**

The local jurisdiction will receive the following services from the Department of Community Mental Health (DCMH) Employee Assistance Program:

1. Program consultation and design including technical assistance for development of policies and procedures.
2. Staff development services:
  - a. Program facilitator (s) training for appropriate jurisdictions;
  - b. Labor/Management orientation and training;
  - c. Supervisory training
  - d. Employee Orientations
3. Program Administration
  - a) Data collection;
  - b) Statistical analysis;
  - c) Reporting services for labor and management, as required.
4. Program Maintenance:
  - a) On-going training and education;
  - b) Collection and dissemination of appropriate program data and material;
  - c) On-going training and support for program facilitators;
  - d) Appropriate corrective action for local programs, as required.

**Schedule "A" (continued)**  
**TOWN OF CARMEL**

**Page 2 of 2**

5. Client Evaluation and Referral:

Upon contact from a supervisor or a self-referred employee, the local Employee Assistance Program coordinator will contact the County Employee Assistance Program;

- a) County Employee Assistance Program staff will make an appointment for the employee and assign a counselor for the contact;
- b) The Counselor will interview the employee and complete appropriate assessment and referral services;
- c) County Employee Assistance Program staff will monitor the employee's progress in treatment;
- d) The counselor will provide appropriate follow-up to the local Employee Assistance Program coordinator or other designated supervisory staff.





*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*  
*lifeinc@optonline.net*

February 15, 2017

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 in order 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 2017. The lake needs to be treated with an algacide named Cutrine Ultra; I have attached a copy of the manufactures label for your information. You should be aware that although the treatments will clear up the algae blooms, ongoing maintenance is a **yearly** recommendation. The costs for these treatments are as follows:

<b>I. Cutrine Ultra: June, July, August as needed</b>	
Labor and Chemicals: (2 Treatments)	\$17,650.00
<b>II: NYS DEC Pesticide Permit &amp; Permit Preparation fees:</b>	\$200.00
<b>III: NYS Division of Water NPDES Permit fees:</b>	\$110.00
<b><u>Total 2017 Charges</u></b>	<b><u>\$17960.00</u></b>

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. This is a mandatory precaution, and from my experience with the lake this past summer a good precaution. With the Carp in the lake, and the low Dissolved oxygen levels at times treating half the lake is in my professional opinion necessary. The \$17650.00 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 blooms. 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 will be \$5000.00. The town will only be invoiced for treatments performed.

The prices above for the treatments include the required chemicals, 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 and after a scheduled treatment. Water quality analysis is an important component to any application of an algaecide in a large lake.

**NYSDEC has again made changes to the aquatic permit application process for the 2017 permitting season. This process again requires new permit forms to be utilized and more time and work is required to provide the necessary information that NYSDEC is requiring. LIFE Inc. will not be increasing the fees for the permit preparation process, however the fees from last season must remain the same.**

**The NOI authorization from the Division of Waters is also new for 2017. This process is simpler than in previous years, as LIFE Inc will collect the \$110 fees from Lake Carmel and then pay the fees to NYSDEC in the fall. A new NOI form will be sent along with the permit package.**

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 use my firm for this work, please sign and return a copy of this estimate, my firm will handle the permit process. Upon receipt of the signed contract I will prepare a NYSDEC aquatic permit package for your signature.

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

Sincerely,  
*Mark Roland*  
Mark Roland  
President

---

Town of Kent

---

Date

8. WATER USE RESTRICTIONS		
List all the applicable water use restrictions as stated on the label/SLN, in 6 NYCRR 327.6, or the applicable water quality standards.		
Swimming	No Restrictions	
Irrigation	No Restrictions	
Livestock watering	No Restrictions	
Potable water uses	200 PPB or under	
Domestic water uses	No Restrictions	
Fishing	No Restrictions	
Other		
9. OUTFLOW AND DOWNSTREAM MODELING		
Does this water body have an outlet?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
If yes, can the applicant hold the water during and for the required water use restrictions after the application?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<input type="checkbox"/> Check the box if the applicant proposes to hold the water for the required water use restrictions, fill out Attachment C, and describe how the water will be held.		
<input type="checkbox"/> Check the box if the applicant cannot hold the water for the required water use restrictions, see Attachment D, and complete the Downstream Modeling spreadsheet.		
10. RIPARIAN OWNER/USER NOTIFICATIONS		
If there is more than one riparian owner, or vested riparian users, these riparian owners and users must be notified in writing of the application and the water use restrictions, and their right to object. (See Attachment A - Sample Riparian Letter) If there will be outflow of treated waters through lands owned by other than the sole water body riparian owner, they too must be notified. (See Attachment D - Downstream Modeling)		
11. CERTIFICATION OF NOTIFICATION OF RIPARIAN OWNERS AND USERS		
The applicant must complete and sign the Certification of Notification of Riparian Owners and Users below. A copy of the notification letter and a list of riparian owners/users to whom the notification letter was sent must accompany this application. Check all appropriate statements:		
<input type="checkbox"/>	All owners of real property abutting the body of water proposed to be treated pursuant to this application, a list of whom is attached to this application, have been notified by letter of the proposed pesticide permit. This list includes property owners abutting the outflow from this body of water, if the water is not to be held in the treated water body for the period of time during which use of water is restricted. Such letters were mailed or personally delivered on ____/____/____. A copy of the letter is attached.	
<input checked="" type="checkbox"/>	A review of the appropriate real property tax records indicates that no person other than the applicant owns any real property abutting the water body proposed to be treated.	
<input type="checkbox"/>	A person(s), not owning abutting real property, possesses vested legal right to use the water body proposed to be treated. All such persons, and the nature of their right to use of the water proposed to be treated is attached. Such letters were mailed or personally delivered on ____/____/____. A copy of the letter is attached.	
<input checked="" type="checkbox"/>	To my knowledge, no person other than the applicant possesses any vested legal right to use the water body treated pursuant to this application.	
Name: Maureen Fleming		If Applicant is not an individual, include the title of signatory:
Signature:		Date:

**12. AFFIRMATION:**

The applicant/applicator guarantees that they will employ the listed pesticides in conformance with all conditions of the permit and agrees to accept the following conditions as a prerequisite to the issuance of a permit: that the issuance of the permit is based on the accuracy of all statements presented by the applicant/applicator; that damage resulting from the inaccuracy of any computations, improper application of the pesticide, or legal responsibility for the representations made in obtaining approvals or releases, or the failure to obtain approvals or releases from the riparian owners/users likely to be affected is the sole responsibility of the applicant/applicator.

I hereby affirm under penalty of perjury that information on this form is true to the best of my knowledge and belief. False statements made herein are punishable as a Class "A" misdemeanor pursuant to Section 210.45 of the Penal Law.

Signature of Permit Applicant or Representative:

Title

Date:

Town Supervisor

Signature of Certified Applicator:

Title

Date:

President

**13. NOTES**

Before a treatment is performed, Dissolved Oxygen Levels will be obtained to ensure sufficient levels of Dissolved Oxygen are present in the water body. No Trout, Koi or Hybrid Gold Fish are present in this water body. As stated on label, only one half of the water body will be treated per application and any repeat application will be a minimum of 14 days apart.

**Completed Notice of Intent (NOI) should be submitted to:**

DEC Use

SPDES ID

N	Y	P	1	6				
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Received

		/			/				
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Date (mm/dd/yyyy)

DEC Use

## I. Contact Information

The operator under this SPDES general permit must be the same as the permittee for an Article 15 or 24 permit addressing the same discharge, where applicable.

### A. Operator Information:

Name of Organization if Applicable (Company Name/Municipality Name)

[illegible]

Operator First Name

[illegible]

Operator Last Name

[illegible]

- Individual (EIN not required)

FED Tax ID/IRS EIN

☒ Not Individual (EIN required)

		-								
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Operator Street Address

[illegible]

Operator City

[illegible]

State

N	Y
---	---

Zip

1	0	5	1	2	-				
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Operator Phone

$$\begin{array}{|c|c|c|} \hline 8 & 4 & 5 \\ \hline \end{array} - \begin{array}{|c|c|c|} \hline 2 & 2 & 5 \\ \hline \end{array} - \begin{array}{|c|c|c|c|} \hline 3 & 9 & 4 & 3 \\ \hline \end{array}$$

Operator Email Address

m	f	l	e	m	i	n	g	@	t	o	w	n	o	f	k	e	n	t	n	y	.	g	o	v
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**B. NYS DEC Region(s) where discharge(s) will occur. (Check at least one and all others that apply) County names within DEC Regions are provided.**

- ☐ DEC Region 1 (Nassau, Suffolk)
- ☐ DEC Region 2 (Bronx, Kings, New York, Queens, Richmond)
- ☒ DEC Region 3 (Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester)
- ☐ DEC Region 4 (Albany, Columbia, Delaware, Green, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie)
- ☐ DEC Region 5 (Clinton, Essex, Franklin, Fulton, Hamilton, Saratoga, Warren, Washington)
- ☐ DEC Region 6 (Herkimer, Jefferson, Lewis, Oneida, St. Lawrence)
- ☐ DEC Region 7 (Broome, Cayuga, Chenango, Cortland, Madison, Onondaga, Oswego, Tioga, Tompkins)
- ☐ DEC Region 8 (Chemung, Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Yates)
- ☐ DEC Region 9 (Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming)

#### IV. GP-0-16-005 Certification

##### Certification Statement

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

First Name

M a u r e e n

MI

Last Name

F l e m i n g

Signature

/ /

Date (mm/dd/yyyy)

## LETTER OF NOTICE TO RIPARIAN OWNERS/USERS

**Pond or Lake Name:** Lake Carmel

**Applicant Name:** Town of Kent

This Association/Group of People/ Sole Owner / Riparian Owners and Users

Propose to treat: **Lake Carmel**

For the excessive overgrowth of **Algae** with an aquatic Algaecide named **Cutrine Ultra**.

We anticipate the application to occur during the months of **May – Labor Day of the current year**; and will proceed only after **Town of Kent** obtains a permit for the application from NYSDEC. Prior notification of the exact dates of application will be provided by posting yellow signs around the shoreline of the water body on the day of the treatment.

A copy of the product label is on file with the undersigned and can also be found at the website stated on page 2 of this notice. The applicator firm named below would be happy to email or mail you a copy of the pesticide label upon request.

The water use restrictions following the use of **Cutrine Ultra** is as follows:

<b><u>Water Use Restrictions</u></b>	<b><u>Restriction Days:</u></b>
Swimming & Bathing	<b>NO Restrictions</b>
Animal Livestock Watering:	<b>NO Restrictions</b>
Fishing Consumption	<b>NO Restrictions</b>
Irrigation or spraying of agricultural crops	<b>NO Restrictions</b>
Use of water for domestic purposes is prohibited for	<b>NO Restrictions</b>
Use of potable water is prohibited until the water bodies MCL is	<b>200 PPB or Under ***</b>

**\*\*\*Please see page 2 of this notice for specific potable water information**

As an affected riparian owner/user, you have the right to consent or object to the proposed application and the resulting water use restrictions. **You have twenty-one (21) days from the date of this notice to object to the treatment and stated water use restrictions.** If you would like to object to the proposed application(s), you must file a **written document** with NYSDEC at the address below **stating** your objection to the proposed application. Your objection must demonstrate that your use of the water body will be significantly adversely affected. **If you do not respond to this notice within twenty-one (21) days from the date of this letter, your lack of response will be considered to be consent to the proposed application.**

If you have any questions on the permitting process or wish to object to the application, please contact NYSDEC in writing at the address listed below.

Department of Environmental Conservation  
Bureau of Pesticides  
21 South Putt Corners Road  
New Paltz, New York 12561

If you would like further information regarding the pesticide application, or if you have questions regarding the pesticide application, or if you require information on the exact dates of the pesticide application please contact LIFE Inc. We are available via phone, cell phone, or email or in writing at the address stated below.

We may be reached by phone or cell phone Monday through Friday between 8:30AM and 5:00PM, and Saturday between 9:30AM and 4:00PM. Our office is closed on Sunday.

You may view a copy of the Pesticide Label at: <http://lifeincponds.com> ; please click on the Labels Tab and scroll down for a list of all Pesticide Labels in PDF format.

**Applicator Firm**

LIFE Inc.  
19 Sandy Pines Blvd  
Hopewell Jct., NY 12533  
Mark Roland President  
845-227-8805 (Office)  
845-494-1359 (Cell)  
[lifeinc@optonline.net](mailto:lifeinc@optonline.net)  
[www.lifeincponds.com](http://www.lifeincponds.com)

**Name of Authorized Person signing the NYSDEC AQV 11/2016 Application; if on behalf of an Association/Organization**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**\*\*\*Potable Water Information**

The Water Use Restriction on page 1 states “Use of potable water is prohibited until the concentration of the chemical is below the NYS Water Quality Standards MCL (Maximum Contaminant Level) of 200 ppb”. This water use restriction refers to the use of the treated water body as your primary and sole use of water for drinking and culinary purposes. **Please note that the 200 PPB NYS Water Quality Standards MCL of 200PPB for copper is not exceeded from this Algaecide Treatment.**

Potable water use as stated above refers to the use of the water body as the primary and sole source of drinking water and culinary purposes. Potable water use may be defined when a person is consuming large quantities of water from the waterbody every day for a long period of time. Incidental contact with the water body such as swallowing a mouth full of water while swimming is not the same as potable water use.