

**TOWN OF KENT
TOWN BOARD MEETING
Tuesday, February 7, 2017**

Executive Session – 6:00 p.m.

Discuss matters leading to the appointment of a particular person or corporation and proposed, pending or current litigation

Workshop – 7:00 p.m.

1. Pledge of Allegiance
2. Recognition by the Putnam County Economic Development Corporation
3. Telecommunications Audit – Yulia Kelly, Director of Finance
4. Recreation Department – Recreation Commission, proposed new amenities at Edward Ryan Memorial Park
5. Employee Assistance Program – Chief Divernieri
6. Lake Carmel Park District – appoint Supervisor of Lifeguards, advertise for summer help for the Lake Carmel Parks Department crew, lifeguards, head lifeguard and water safety instructor
7. Local law regarding fees – set public hearing
8. Video Surveillance and Panic/Duress Systems
9. Code Enforcement – correction of violations
10. Standard workday for elected officials
11. Announcements
12. Public Comment

Meeting

1. Roll Call
2. Vote on the following:
 - a) Amenities at Edward Ryan Memorial Park
 - b) Appoint Supervisor of Lifeguards
 - c) Authorize Town Clerk to advertise for summer help for LCPD crew, lifeguards, head lifeguard and water safety instructor
 - d) Set public hearing date for local law regarding fees
 - e) Video Surveillance and Panic/Duress Systems
 - f) Vendor to correct Town Code violations
 - g) Standard workday for elected officials
 - h) Universal Great Brotherhood Aquarian Mission, Inc.
 - i) Appoint counsel as per RFP sections 2 through 5
3. Vouchers and claims
4. Public comment

RULES OF PROCEDURE
OF THE RECREATION COMMISSION
OF THE TOWN OF KENT

MEMBERSHIP

THE COMMISSION SHALL CONSIST OF SEVEN MEMBERS AS AUTHORIZED BY THE TOWN BOARD ON DECEMBER 16, 1974. MEMBERS SHALL BE TOWN RESIDENTS AND SHALL SERVE WITHOUT COMPENSATION. THEY SHALL BE APPOINTED FROM TIME TO TIME BY THE TOWN BOARD AND SHALL SERVE A TERM OF SEVEN YEARS, OR UNTIL THEIR SUCCESSORS ARE APPOINTED. VACANCIES IN SUCH COMMISSION SHALL BE FILLED BY THE TOWN BOARD IN THE SAME MANNER AS ORIGINAL APPOINTMENTS AND WHEN OCCURRING OTHER THAN BY EXPIRATION OF THE TERM, THERE TERM SHALL BE FOR THE UNEXPIRED TERM. THE POWER OF THE COMMISSION ARE SET FORTH IN ARTICLE 13 OF THE GENERAL MUNICIPAL LAW.

DUTIES

CONFORMING TO THE PROVISIONS OF THE LAW AS SET FORTH IN ARTICLE 13 OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK AND ANY OTHER PROVISIONS OF THE LAW WHICH MAY APPLY TO ITS ACTIVITIES INCLUDING;

1. IMPLEMENTING THE PURPOSE SET FORTH IN ARTICLE 13 OF THE MUNICIPAL LAW.
2. APPOINTING THE DIRECTOR OF RECREATION AND PARKS DEFINING THE SCOPE OF HIS DUTIES UNDER THE CIVIL SERVICE LAW OF THE STATE OF NEW YORK.
3. APPOINTING AND REMOVING EMPLOYEES OF THE COMMISSION WHILE THE TOWN BOARD HAS THE POWER OVER SALARIES AND COMPENSATION ADJUSTMENTS.
4. PREPARING AND SUBMITTING A BUDGET FOR CONSIDERATION BY THE TOWN BOARD.
5. PREPARING AND SUBMITTING AN ANNUAL REPORT OF THE ACTIVITIES OF THE COMMISSION TO THE TOWN BOARD AND THE PUBLIC BY MARCH 31.
6. PLANNING FOR FUTURE RECREATION NEEDS; STUDYING SUCH NEEDS AND THE RECREATIONAL RESOURCES OF THE TOWN, CONSIDERING IN THIS CONNECTION, RECOMMENDATIONS FROM INDIVIDUALS AND GROUPS INVOLVING MATTERS OF GENERAL POLICY AND PROGRAMS.

OFFICERS AND EMPLOYEES

1. MEMBERS OF THE COMMISSION SHALL ELECT, AT ITS FIRST REGULAR MEETING IN JANUARY OF EACH YEAR FROM THEIR MEMBERSHIP ESTABLISH PURSUANT TO THIS ARTICLE, A CHAIRPERSON AND ANY OTHER NECESSARY OFFICERS TO SERVE FOR ONE YEAR AND MAY EMPLOY SUCH PERSON AS MAY BE NEEDED AS AUTHORIZED BY THE LAW AND THESE RULES, EX. SECRETARY. THE COMMISSION SHALL HAVE POWER TO ADOPT AND AMEND RULES OF PROCEDURE FOR THE CONDUCT OF ITS AFFAIRS.

2. THE CHAIRPERSON SHALL BE THE EXECUTIVE OFFICERS OF THE COMMISSION HE/SHE SHALL PRESIDE AT MEETING OF THE COMMISSION.

3. THE VICE-CHAIRPERSON SHALL DISCHARGE SUCH DUTIES AS SHALL BE ASSIGNED BY RESOLUTION OF THE COMMISSION, AND DURING THE ABSENCE OR DISABILITY OF THE CHAIRPERSON, PERFORM THE DUTIES OF THE CHAIRPERSON.

4. THE SECRETARY SHALL TAKE AND KEEP IN A PROPER BOOK MINUTES OF ALL MEETING; SHALL NOTIFY MEMBERS OF THE TIME AND PLACE OF ALL MEETINGS; AND, IN GENERAL, PERFORM THE DUTIES INCIDENT TO THE OFFICE OF SECRETARY.

5. THE COMMISSION SHALL EMPLOY A DIRECTOR OF RECREATION AND SUCH OTHER OFFICERS AND EMPLOYEES AS IT SHALL DEEM PROPER, SUBJECT TO THE APPLICABLE REQUIREMENTS OF THE CIVIL SERVICE LAW OF THE STATE OF NEW YORK AND SUCH OTHER LAWS AS SHALL BE APPLICABLE.

6. THE DIRECTOR OF RECREATION AND PARKS SHALL BE THE ADMINISTRATIVE OFFICERS OF THE COMMISSION.

7. THE COMMISSION MAY FILL ANY VACANCY, EXCEPT IN ITS OWN MEMBERSHIP, WHICH MAY OCCUR BY REASON OF DEATH, RESIGNATION OR OTHERWISE.

8. THE TOWN ATTORNEY SHALL BE THE LEGAL ADVISER OF THE COMMISSION.

9. THE RECREATION AND PARKS COMMISSION MAY, AT ITS DISCRETION, ADVISE THE TOWN BOARD OF A MEMBER WHO MISSES THREE (3) CONSECUTIVE REGULAR MEETINGS OR MORE THAN FOUR (4) MEETINGS OF ANY KIND DURING A CALENDAR YEAR.

10. THE MEMBERS OF THE SAID COMMISSION SHALL HOLD AT LEAST ON REGULAR MONTHLY MEETING PREFERABLY ON THE SECOND MONDAY OF EACH MONTH, WHICH SHALL BE OPEN TO THE PUBLIC; AND IT SHALL ADOPT RULES OF PROCEDURE FOR THE CONDUCT OF ALL BUSINESS WITH ITS JURISDICTION.

MEETINGS

1. A REGULAR MONTHLY MEETING OF THE COMMISSION SHALL BE HELD AT THE OLD TOWN HALL OR TOWN ADMINISTRATIVE CENTER IN CARMEL OR AT SUCH A PLACE AS SHALL BE DESIGNATED BY THE CHAIRPERSON. SUCH REGULAR MEETINGS SHALL BE HELD ON THE SECOND MONDAY OF EACH MONTH UNLESS SOME OTHER DAY, BECAUSE OF INCONVENIENCE, SHALL BE SPECIALLY DESIGNATED IN LIEU THEREOF BY THE CHAIRPERSON. OTHER MEETINGS SHALL BE STATED IN THE NOTICE OF THE PARTICULAR MEETINGS. ALL REGULAR MEETINGS OF THE COMMISSION SHALL BE OPEN TO THE PUBLIC AND DULY PUBLICIZED ACCORDING TO THE PROVISION ON THE OPEN MEETINGS LAW OF 1976.

②. A MEETING OF THE COMMISSION MAY BE CALLED BY THE CHAIRPERSON OR ANY FOUR MEMBERS.

3. AT LEAST FIVE DAY'S NOTICE OF A SCHEDULED MEETING SHALL BE GIVEN BY THE SECRETARY TO THE MEMBERS OF THE COMMISSION.

4. FOUR MEMBERS PRESENT IN PERSON AT ANY MEETING SHALL CONSTITUTE A QUORUM FOR THE TRANSACTION OF BUSINESS. NO PROPOSAL, ACTION, OR RECOMMENDATION SHALL BE ADOPTED BY THE COMMISSION EXCEPT UPON THE CONCURRING VOTE OF FOUR MEMBERS. NO MEMBER MAY VOTE BY PROXY AT ANY MEETING.

5. THE NORMAL ORDER OF BUSINESS AT MEETINGS;

1. CONSIDERATION AND APPROVAL OR CORRECTION OF SECRETARY'S MINUTES.
2. COMMISSION REPORTS.
3. REPORT OF DIRECTOR AND ALL COMMUNICATIONS ADDRESSED TO THE COMMISSION.
4. UNFINISHED BUSINESS
5. NEW BUSINESS

FUNDS AND EXPENDITURES:

1. COMMISSION SHALL HAVE NO AUTHORITY TO CREATE ANY OBLIGATION EXCEPT TO THE EXTENT OF FUNDS WHICH MAY BE OBTAINED THEREFOR BY GIFTS OR BEQUEST OR HAVE BEEN APPROPRIATED BY THE TOWN BOARD THROUGH THE BUDGET PROCESS.

2. ALL DONATIONS OF MONEY, UNLESS OTHERWISE PROVIDED BY THE TERMS OF THE GIFT OR BEQUEST, SHALL BE DEPOSITED WITH THE TREASURER OF THE MUNICIPALITY TO THE ACCOUNT OF THE RECREATION AND PARKS COMMISSION AND THE SAME MAY BE WITHDRAWN AND PAID OUT IN THE SAME MANNER AS MONEY APPROPRIATED FOR RECREATION PURPOSES.

3. REQUISITIONS, SHALL BE SIGNED BY THE DIRECTOR.

4. PRIOR TO JULY IN EACH YEAR, THE COMMISSION SHALL CAUSE A PROPOSED BUDGET FOR THE NEXT CALENDAR YEAR TO BE PREPARED, AND SHALL CONSIDER AND ADOPT THE SAME, WITH OR WITHOUT AMENDMENT, AND SHALL TRANSMIT IT TO THE TOWN BOARD AS THE RECOMMENDATION OF THE COMMISSION.

POLICIES

1. THE COMMISSION SHALL ADOPT SUCH POLICIES AS ARE DEEMED DESIRABLE AND NECESSARY FOR THE PROPER DISCHARGE OF ITS VARIOUS DUTIES AND FOR THE GUIDANCE OF EMPLOYEES TO WHOM RESPONSIBILITY IS DELEGATED.

2. ALL POLICIES SHALL BE REVIEWED FROM TIME TO TIME IN ORDER TO KEEP THEM RESPONSIVE TO THE CHANGING NEEDS OF THE RECREATION PROGRAM, THE EXPERIENCE OF THE COMMISSION, AND THE CHANGING NEEDS OF THE COMMUNITY.

PURPOSES AND OBJECTIVES

THE PURPOSE AND OBJECTIVES OF THE COMMISSION SHALL BE AS FOLLOWS:

1. TO PLAN AND PROVIDE OPPORTUNITIES FOR THE RESIDENTS OF THE TOWN OUTSIDE FOR RECREATION, RELAXATION AND ENJOYMENT THROUGH PARTICIPATION IN A WIDE VARIETY OF PROGRAMS OF A RECREATION NATURE.

2. TO STUDY THE RECREATIONAL AND PARK NEEDS AND RESOURCES OF THE TOWN OUTSIDE.

3. TO ACHIEVE MAXIMUM RETURN FROM MONEYS EXPENDED FOR SUCH PROGRAMS, EXPANDED BY GOOD MANAGEMENT AND PRUDENT SELECTION OF SUCH PROGRAMS AND BY ESTABLISHING AN APPROPRIATE DIVISION BETWEEN TAX SUPPORTED, PARTIALLY TAX SUPPORTED AND SELF-SUSTAINING PROGRAMS.

4. TO ENCOURAGE RECREATION PROGRAMS AND ACTIVITY, WHETHER DIRECTLY SPONSORED BY THE COMMISSION OR OTHERWISE.

5. TO ENCOURAGE BROAD COMMUNITY PARTICIPATION IN ITS PROGRAMS AND COORDINATE ITS POLICIES AND ACTIVITIES WITH THOSE OF THE TOWN BOARD (AND OTHER TOWN BODIES OR AGENCIES) THE PLANNING AND ZONING BOARD AND THE CONSERVATION ADVISORY COUNCIL, WITH THE CARMEL SCHOOL DISTRICT.

POWERS AND DUTIES

THE COMMISSION SHALL HAVE THE POWER AND THE RESPONSIBILITY FOR THE FOLLOWING FUNCTIONS:

1. THE EQUIPPING, OPERATING AND MAINTAINING OF SUCH FACILITIES, SITES, PREMISES OR BUILDINGS AS SHALL BE DESIGNATED BY THE TOWN BOARD AS A PLAYGROUND OR A RECREATION CENTER OR A PARK TO BE ADMINISTERED BY SUCH COMMISSION. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE THE TOWN BOARD TO DESIGNATE ANY PREMISE, FACILITY SITE, PARK OR BUILDING TO BE SO ADMINISTERED OR OPERATED.
2. THE PLANNING FOR FUTURE RECREATION AND PARKS NEEDS OF THE TOWN OUTSIDE AND THE REVIEW AND STUDY OF SUCH NEEDS AND THE TOWN OUTSIDE'S RESOURCES, CONSIDERING IN THIS CONNECTION SUCH MATTERS AS RECOMMENDATIONS FROM INTERESTED GROUPS OR CITIZENS, THE MONEYS MADE AVAILABLE BY THE TOWN BOARD, THE FACILITIES AND PHYSICAL CONFIGURATION OF THE TOWN OUTSIDE AND ITS VARIOUS GEOGRAPHICAL AND OVERALL REQUIREMENTS, THE AVAILABILITY OF PROGRAMS AND PERSONNEL AND OTHER MATTERS PERTINENT THERETO. THE COMMISSION SHALL BE CHARGED WITH EXECUTING SUCH PLANS AND ESTABLISHING SUCH PROGRAMS AS IT MAY HAVE FUNDS AVAILABLE THEREFOR.
3. THE OPERATION AND MAINTENANCE OF, AND THE MAKING, PUBLISHING AND AMENDING OF RULES AND REGULATIONS GOVERNING THE USE OF SUCH SITES, PREMISES, FACILITIES, PARKS OR BUILDINGS; AND THE CONDUCTING OF RECREATIONAL PROGRAMS AT SUCH LOCATIONS IN SUCH FASHION OR PLACE AS THE COMMISSION MAY DECIDE. THE POWER TO MAKE, PUBLISH AND AMEND RULES AND REGULATIONS SHALL INCLUDE THE POWER, WITHIN THE LIMITS OF APPLICABLE LAWS, TO EXCLUDE VIOLATORS OF SUCH RULES, INDIVIDUALS WHO FAIL TO PAY FEES ESTABLISHED FOR ENTRY TO SUCH FACILITIES OR PROGRAMS AND NONRESIDENTS OF THE TOWN OUTSIDE FROM SUCH LOCATIONS, FACILITIES OR PROGRAMS.
4. THE ESTABLISHMENT AND COLLECTION OF FEES FOR THE USE OF ANY SUCH FACILITY OR PROGRAMS AND/OR THE ACCEPTANCE OF MONEYS BY WAY OF GIFT, DEVISE OR BEQUEST FROM ANY SOURCE TO BE USED FOR RECREATIONAL OR OTHER PURPOSES WITHIN THE POWER AND RESPONSIBILITY OF THE COMMISSION. ANY MONEY SO RECEIVED, OR COLLECTED BY A COMMISSION REPRESENTATIVE OR OTHER TOWN EMPLOYEE, SHALL BE DEPOSITED WITH THE TOWN TREASURER TO THE COMMISSION'S ACCOUNT, TO BE WITHDRAWN AND PAID OUT IN THE SAME MANNER AS OTHER MONEYS APPROPRIATED FOR RECREATIONAL PURPOSES. THE TOWN BOARD SHALL SPECIFY AND PRESCRIBE THE PROCEDURE WHICH THE COMMISSION OR OTHER TOWN EMPLOYEES SHALL FOLLOW HEREIN IN CONFORMITY WITH ITS AUTHORITY IN THIS AREA.
5. THE ACCEPTANCE AND USE, SUBJECT TO THE APPROVAL OF THE TOWN BOARD, OF ANY GRANT OR DEVISE OF REAL ESTATE SOLELY FOR PLAYGROUND, PARK OR RECREATION USE; OR ACCEPTANCE AND USE OF A GRANT, DEVISE OR BEQUEST OF PERSONAL PROPERTY FOR TEMPORARY

OR PERMANENT USE FOR PLAYGROUND, PARK, RECREATION OR OTHER AUTHORIZED PURPOSES WITHIN THE POWER OF THE COMMISSION; PROVIDED, HOWEVER, THAT THE COMMISSION OR ITS EMPLOYEES MAY NOT EXPEND ANY TOWN MONEYS TO SOLICIT SUCH DONATIONS.

6. THE PREPARATION AND SUBMISSION TO THE TOWN BOARD, ANNUALLY BY JULY OF EACH YEAR, OF A RECOMMENDED BUDGET OF EXPENDITURES FOR RECREATIONAL AND PARK DEVELOPMENT PURPOSES FOR THE COMING YEAR, WHICH BUDGET MAY BE APPROVED, IN WHOLE OR IN PART, OR ADDED TO AS DETERMINED BY THE TOWN BOARD. SUCH BUDGET SHALL CLEARLY SHOW PROPOSED EXPENDITURES FOR PROPOSED PROGRAMS.

7. THE MAKING, SUBMITTING, AND FILING OF A DETAILED ANNUAL REPORT TO AND WITH THE TOWN BOARD WITH RESPECT TO ITS ACTIVITIES DURING ANY CALENDAR YEAR, NOT LATER THAN THREE MONTHS AFTER THE CONCLUSION OF SUCH CALENDAR YEAR. SUCH REPORTS SHALL INCLUDE, WITHOUT BEING LIMITED TO, THE FOLLOWING;

- A. A DESCRIPTION OF EACH PROGRAM CONDUCTED BY THE COMMISSION
- B. THE NUMBER OF ATTENDEES AND THE PERSONS SERVED THEREBY OR PARTICIPATING THEREIN, SEPARATED INTO CATEGORIES OF YOUTH AND ADULT.
- C. THE LOCATION OF THE ACTIVITY.
- D. THE EXPENDITURES OF FUNDS THEREON, CLASSIFIED AS TO SOURCE OR SOURCES THEREOF.
- E. THE DEGREE TO WHICH THE PROGRAM IS TAX (OR FEE) SUPPORTED.

8. THE RECOMMENDATIONS TO THE TOWN BOARD, FROM TIME TO TIME, OF JOINT RECREATIONAL PROGRAMS WITH NEIGHBORING MUNICIPALITIES AND/OR ANY OF THE SCHOOL DISTRICTS.

9. THE EMPLOYMENT AND DISMISSAL OF SUCH PERSONS AS MAY BE NEEDED TO CARRY OUT THE PROVISIONS OF THIS CHAPTER OR FOR OTHER LAWFUL PURPOSES WITHIN THE CONFINES OF THE LAW INCIDENTAL TO THE FUNCTION OF THE COMMISSION, WITHIN SUCH BUDGETARY LIMITATIONS AS THE TOWN BOARD SHALL PRESCRIBE, INCLUDING PLAY LEADERS, PLAYGROUND DIRECTORS, SUPERVISORS, SECRETARIES AND/OR OTHER CLERICAL OR MAINTENANCE PERSONNEL; PROVIDED, HOWEVER, THAT THE COMMISSION SHALL APPOINT A DIRECTOR OF RECREATION, WHO SHALL REMAIN IN OFFICE UNLESS REMOVED FOR GOOD CAUSE SHOWN BY THE COMMISSION, AND FURTHER PROVIDED THAT SUCH BUDGETARY LIMITATIONS SHALL BE DEEMED TO MEAN THAT;

1. JOB DESCRIPTION DEFINING THE SCOPE OF THE POWERS AND DUTIES OF THE POSITIONS AND WAGE OR SALARY RANGES OR COMPENSATION THEREFORE HAVE BEEN DEVELOPED BY THE COMMISSION AND APPROVED BY THE TOWN BOARD AND ARE IN CONFORMANCE WITH ANY APPLICABLE CIVIL SERVICE REGULATIONS.

2. THE COMMISSION SHALL HAVE CLEARLY DESCRIBED THE RESPECTIVE AREA OF OPERATION OF THE COMMISSION AND OF THE DIRECTOR OF RECREATION, WHO SHALL ADMINISTER THE POLICIES OF THE COMMISSION AND SHALL HAVE, UNDER GENERAL COMMISSION SUPERVISION, THE DIRECTION OF THE PROGRAMS AND FACILITIES ESTABLISHED AND USED BY THE COMMISSION, BUT WHO SHALL NOT HAVE POWER TO ACT IN PLACE OF OR EXERCISE THE AUTHORITY OF THE COMMISSION.

3. THE CONTRACTING TO OR LICENSING OF INDIVIDUALS, WITHIN SUCH BUDGETARY LIMITS AS THE TOWN BOARD SHALL PRESCRIBE, WHO ARE NOT OR ARE NOT TO BE EMPLOYEES OF THE TOWN, FOR THE OPERATION OF FACILITIES OR FOR THE CONDUCT OF PROGRAMS, IN WHOLE OR IN PART, AND THE SALE, UNDER CONCESSION, OF REFRESHMENTS IN CONJUNCTION WITH RECREATION PURPOSES.

4. THE USE OF SERVICES OF VOLUNTEERS, WITHOUT COMPENSATION, IN THE CONDUCT OF RECREATION PROGRAMS AS THE COMMISSION MAY, ON RECOMMENDATION OF THE DIRECTOR OF RECREATION, DETERMINES.

5. THE PURCHASE, LEASE, RENTAL OR BORROWING OF EQUIPMENT OR OTHER MATERIAL OR PROPERTY FROM OTHERS FOR RECREATIONAL AND PARK USE OR THE CONTRACTING OR CONSTRUCTION OR RECONSTRUCTION OF FACILITIES OR SITES, PROVIDED THAT THE EXPENDITURES FOR SUCH PURPOSES OF ANY MONEY IN EXCESS OF 1,000 THOUSAND DOLLARS FOR EQUIPMENT OR MATERIALS OR \$1,000. FOR CONTRACTING CONSTRUCTION MUST HAVE PRIOR APPROVAL OF THE TOWN BOARD, AND FURTHER PROVIDED THAT EXPENDITURES FOR THESE PURPOSES SHALL BE WITHIN THE BUDGETARY LIMITATIONS PRESCRIBED FOR THE COMMISSION BY THE TOWN BOARD AND SHALL CONFORM TO THE PROCEDURES FOR BIDDING OR PURCHASE WHICH ARE OR SHALL BE PRESCRIBED BY THE TOWN BOARD.

6. THE AUTHORIZING OF EXPENDITURES OF MONEY WITHIN THE COMMISSION'S BUDGETARY AND OTHER LIMITATIONS, ON CERTIFICATION BY THE DIRECTOR OR OTHER AUTHORIZED REPRESENTATIVE, THROUGH VOUCHER OR OTHER REGULARLY PRESCRIBE ACCOUNTING PROCEDURES, THAT SUCH EXPENDITURES IS APPROPRIATE AND LAWFUL.

Subject: Kent Recreation and Parks - New Park Amenities

Date: Wednesday, January 18, 2017 at 10:48:36 AM Eastern Standard Time

From: Lou Fernandez

To: Bill Huestis, Jaime McGlasson, Scott Chin, Maureen Fleming

Good Morning Board Members,

After a lot of discussion with Chris Kehoe, the Parks Crew Chief, and a lot of research I plan on adding two new recreation amenities to Edward Ryan Memorial Park. I would like to add a Bicycle Skills Park and Pump Track. These would be great additions to our park that we can do completely in house and at a very reasonable cost. Chris is an expert rider and has years of experience with these type of builds. We also have designs and blue prints from other Bike Parks and Pump Tracks to help guide our final layout and design. Bike Parks and Pump Tracks have started to gain in popularity and they are gaining attention in the main stream due to their low cost and appeal.

Construction of the Skills Park would require us to remove 1 of the volleyball courts up behind Field 3 (Guglielmo's Field) but it would still leave 1 volleyball court there. We do not get a lot of use of either court and having 1 court would still allow for play and give us room for an additional recreational amenity. This area is completely on Town property and is ideal for this type of activity.

To give you an example of what a Bicycle Skills Park looks like I have attached some pictures. In it's most basic form it is designed to be a slow speed challenge course that has varying elements that are low to the ground but vary in width and pitch to make them challenging to the riders. Our course would have 3 "courses" that would be designed for beginner, intermediate and advanced. These parks do not have "jumps" and the elements would start 4" off of the ground to approximately 2' off of the ground.

A Pump Track is a fast paced track that uses momentum of the rider and the bike, not pedaling, to run the course. It would be made out of earth and generally has rollers, berms and turns that range in a beginner course ranges in height from 1' to 2'. It can be used by any age rider and at any skill level. It technically does not have "jumps" but it is possible for advanced riders to use their momentum to "jump" from one roller to another one. I have included a link to a video that does a great job explaining a pump track and how to use one:

https://www.youtube.com/watch?v=T_RUkPH6Ako

I am sure that you have questions and I would be happy to meet with each of you to go over our plans and explain in greater detail how and where this will work. Thank you.

Lou Fernandez
Director of Recreation and Parks
25 Sybil's Crossing
Kent Lakes, NY 10512
845-531-2100

General Municipal

§ 243. Recreation commission. 1. If the board of estimate and apportionment, or if there be no such board, the common council, board of aldermen, or corresponding legislative body, or the governing board of any such county, town or village shall determine that the power to equip, operate and maintain playgrounds and recreation centers shall be exercised by a recreation commission, they may, by resolution, establish in such municipality a recreation commission, which shall possess all the powers and be subject to all the responsibilities of local authorities under this article.

2. Such a commission, if established, shall consist of at least five and not more than seven persons who are residents of such municipality or of such other municipality or school districts as shall pursuant to agreement with such municipality contribute to the expense of operating and maintaining any such playgrounds and recreation centers, to be appointed by the mayor of such city or the governing board of such county, town or village to serve for terms as set forth herein or until their successors are appointed. The members of such commission first appointed shall be appointed for such terms that the term of one commissioner shall expire annually thereafter, and their successors shall thereafter be appointed to serve terms of years which shall total in number the membership of such commission. When the membership of an existing commission is increased from five members to six or from six members to seven, the new member shall be appointed to serve for a term of years which shall total in number the increased membership of such commission, and thereafter upon the expiration of the term of each member, his reappointment or the appointment of his successor shall be for a like term. When the membership of an existing commission is increased from five members to seven, one of the new members shall be appointed to serve for a term of six years and the other for a term of seven years, and thereafter upon the expiration of the term of each member, his reappointment or the appointment of his successor shall be for a term of seven years.

3. If pursuant to this section a recreation commission be established in a city, the board or body establishing such commission may, by resolution, provide that the president of the park board of such city, or an officer having corresponding functions, shall be ex-officio a member of the commission except that in a city of the second class, located in a county having a population of not less than two hundred thousand nor more than two hundred and fifty thousand, the mayor may appoint any resident of the city a member of such recreation commission in lieu of the above mentioned ex-officio member.

4. Members of such commission shall serve without pay, except that those members serving on such a commission in the town of Clarkstown in the county of Rockland shall be entitled to pay not to exceed three thousand dollars per member if approved by the town board of such town as part of the town budget. Vacancies in such commission occurring otherwise than by expiration of term shall be for the unexpired term and shall be filled in the same manner as original appointments.



DCMH

MENTAL HEALTH

CHEMICAL DEPENDENCY

DEVELOPMENTAL

Employee Assistance Program

If you are employed by Westchester County or any of the municipalities listed below, the Westchester County Employee Assistance Program (EAP) offers assessment and referrals for:

- Alcohol and substance abuse
- Family issues
- Financial counseling
- Health and wellness
- Mental health services
- Stress management

How to access EAP services

- Phone: Call (914) 995-6070 during regular business hours
- E-mail: Send an e-mail to pkj1@westchestergov.com. Communicating by e-mail may not be confidential. If you are interested in maintaining confidentiality, it is best to contact us by phone. We try to send responses by the next business day.

Participating municipalities

- Town of Cortlandt
- Town of Greenburgh
- Town of Harrison
- Village of Harrison
- Town of Mamaroneck
- Village of Mamaroneck
- Village of Mount Kisco
- Town of North Salem
- Town of Ossining
- Village of Ossining
- Village of Pelham Manor
- Village of Pleasantville
- Village of Port Chester
- Putnam County
- City of Rye
- Village of Rye Brook
- Village of Scarsdale



EAP

Overview

Employee FAQs

Supervisor FAQs

- Somers Fire District
- Town of Southeast
- Village of Tarrytown
- Westchester Joint Water Works
- City of White Plains
- Town of Yorktown

[DCMH](#) [Mental Health](#) [Chemical Dependency](#) [Developmental Disabilities](#) [Recipients and Families](#) [EAP](#) [About Us](#)

Westchester County Government | 148 Martine Avenue | White Plains, New York 10601 | (914) 995-2000



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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

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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.

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
Chapter <u>22</u>, Alarms	
Registration of commercial burglar alarms and commercial fire alarms (see § <u>22-5</u>)	\$50
Chapter <u>27</u>, Building Administration and Construction	
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
Chapter 30, Christmas Tree Sales	
Application	\$25 plus a site restoration deposit of \$200
Chapter <u>32</u>, Dogs and Other Animals¹	
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

Type of Permit, Application or License	Fee
Adoption fee for dog seized by Dog Control Officer or any peace officer	\$5 ²
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
Chapter <u>38</u>, Fire Prevention	
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
Chapter <u>39</u>, Flood Damage Prevention	
Flood hazard construction application	\$500
Application for variance from requirements of Chapter <u>39</u>	\$500
Rescission of a stop-work order	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter <u>39A</u>, Freshwater Wetlands	
Permit application fee	\$500
Rescission of a stop-work order	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter <u>41</u>, Games of Chance	
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
Chapter <u>47</u>, Livery and Taxicab Services	
Special-use permit	\$75
Chapter <u>50</u>, Park District No. 1	
Reissuance of lost boat registration sticker	\$5
Chapter <u>53</u>, Peddlers and Solicitors	
Application	\$150

Type of Permit, Application or License	Fee
Chapter 54, Plumbing³	
Permit for five fixtures	\$50
Each additional fixture	\$5
Chapter 56, Public Assembly	
Application for permit	\$200
Chapter 57, Roads and Driveways	
Road inspections (see § 57-14)	\$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 § 57-27)	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter 58, Sales Events, Temporary	
Not for-profit	\$25
Private business	\$50
Chapter 63, Soil Removal	
Application for permit	\$500
Chapter 66, Steep Slope Protection and Stormwater Management	
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 § 57-27)	
First	\$150
Second	\$250
Additional thereafter	\$350
Chapter 66A, Subdivision of Land	
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
Chapter 67A, Temporary Storage Containers and Construction Debris Containers	
Temporary or portable storage shelter, container or trailer permit	\$0

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

¹ These fees also appear in Ch. 32, Dogs and Other Animals.

² 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.

³ The minimum fee for any permit is \$50.

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

⁵ 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.^[3]

(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.^[5]

(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.¹

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

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 new text



Commercial Instruments & Alarm Systems, Inc.
2 Summit Court, Suite 306 • Fishkill • New York • 12524

"Tomorrow's Security Today"

VIDEO SURVEILLANCE SYSTEM & PANIC/DURESS SYSTEM

PROPOSAL SUBMITTED TO:	BUSINESS PHONE:	DATE:
Town of Kent	(845) 225-3943	January 24, 2017
MAILING ADDRESS:	JOB NAME/LOCATION:	CONSULTANT:
Town Hall	Town Hall - 25 Sybil's Crossing	Jim Starr
25 Sybil's Crossing	&	
Kent Lakes, NY 10512	Police Department - 40 Sybil's Crossing	
EMAIL:	ATTN:	OGS #:
buildinginspector@townofkentny.gov	William Walters	PT65434
adivernieri@townofkentny.gov	Chief Alexander DiVernieri, Jr.	
mfleming@townofkentny.gov	Town Supervisor, Maureen Fleming	

Thank you for the opportunity to submit our proposal to upgrade the video surveillance system and install a panic/duress system for the Town of Kent. The installation will include the following:

EXACQVISION 16-CHANNEL HYBRID IP/ANALOG NVR SERVER:

CIA will replace the digital video recorder in the Police Department with one (1) ExacqVision 16-Channel Hybrid IP/Analog Camera Network Video Recorder (NVR) Server. The powerful, yet easy-to-operate client user interface installs on any standard computer running Windows, Linux or Mac OS X and connects to multiple ExacqVision Servers creating a virtually unlimited amount of camera and protection. Video from all ExacqVision Systems can also be accessed with web browsers and mobile devices. Your server has been custom designed to accept up to 16 analog and up to 64 IP cameras. Features include:

- Simple and cost-effective to add additional IP camera licenses
- Common client simultaneously connects to unlimited ExacqVision Servers to create scalable network
- 10 TB storage on server
- Supports latest IP cameras and encoders including megapixel cameras, H.264 and analytics
- Multi-monitor client display. Drag and drop cameras between monitors
- Graphical search display for all cameras and recorded audio
- Multi-camera playback and support
- Digital PTZ functionality of all cameras in live and recorded mode
- Powerful video export features
- Access video with web browsers and mobile devices with internet access
- Three-year manufacturer warranty on parts
- Includes three years of software subscription updates
- NVR to be located at the Police Station at 40 Sybil's Crossing

Existing cameras connected to the existing digital video recorder will be connected to the new NVR.

Your Hybrid Video Surveillance Server has been custom designed for a maximum of 16 analog and up to 32 Megapixel IP cameras and has 10TB of storage. The recorder will provide approximately 30 days of video storage at high image quality for the current proposed high definition/megapixel cameras in this quote. Cameras will be programmed to record at up to 10fps based upon the particular camera. Cameras will be programmed to record on motion detection only with normal sensitivity.

SLIDING RAIL KIT:

CIA will furnish and install one (1) sliding rail kit.

U.L. LISTED INSTALLATIONS • ACCESS CONTROL SYSTEMS • CCTV • CENTRAL STATION MONITORING
Licenses: NY - 12000016988; CT - 105734

ADMINISTRATION
845-896-9500

FAX
845-896-8887

SECURITY OPERATIONS CENTER
845-897-1200

SERVICE DEPARTMENT
845-897-5550

CPU UPGRADE A SERIES I5 CHIPSET:

CIA will furnish and install one (1) CPU upgrade A Series i5 chipset. This upgraded Chipset supports up to 20% faster response times on the video server.

CAMERA LICENSES:

CIA will furnish one (1) camera license for each proposed camera. Additional licenses can be purchased under a separate agreement.

EXTERIOR PANORAMIC 180° 20 MEGAPIXEL DAY/NIGHT DOME IP CAMERAS:

CIA will furnish and install four (4) Panoramic 180° Field of View, High Definition, IP Addressable, Day/Night, 20 Megapixel Dome Cameras.

Cameras are to be located as follows:

- Front of Police Dept.
- Rear of Police Dept.
- Behind Courthouse Parking
- Library Parking

WALL MOUNT CAMERA CAP BRACKETS:

CIA will furnish and install four (4) wall mount brackets for mounting cameras.

WALL ELECTRICAL BOX:

CIA will furnish and install four (4) wall electrical boxes for cameras.

MICRODOME G2 IP CAMERAS:

CIA will furnish and install four (4) 1080P Micro-Dome G2 IP Cameras. These cameras are low profile all-in-one dome cameras offering superior image quality, excellent compression, fast frame rates and quality video in challenging low-light applications. Features include:

- Three-axis 2.8 mm lens
- Remote focus – allows users to simply click “short-range focus” or “full-range focus”
- True day/night
- Wide Dynamic Range (WDR)
- Corridor-View™
- IK10 Vandal Resistant Housing
- **Recess Mount Chassis for in ceiling mounting**

Cameras will be located:

- Court House
- Main Entry
- Town Clerk Hallway
- Building Inspector Hallway

MICRODOME G2 IP CAMERAS:

CIA will furnish and install two (2) 1080P Micro-Dome G2 IP Cameras. These cameras are low profile all-in-one dome cameras offering superior image quality, excellent compression, fast frame rates and quality video in challenging low-light applications. Features include:

- Three-axis 2.8 mm lens
- Remote focus – allows users to simply click “short-range focus” or “full-range focus”
- True day/night
- Wide Dynamic Range (WDR)
- Corridor-View™
- IK10 Vandal Resistant Housing
- **Surface Mount for installing on exterior wall**

Cameras will be located:

- North Parking Town Hall/Court Building
- South Parking Town Hall/Court Building

8-PORT NETWORK SWITCHES WITH POE WITH SFP FIBER UPLINK:

CIA will furnish and install three (3) 8-port network switches which will serve as the connection between the cameras and the new NVR. Network switches will also serve as a power source for your new cameras by use of POE (Power Over Ethernet). *Town of Kent* is responsible for assigning IP addresses for all IP equipment for use and connectivity with Management Personnel. Requires 1 gigabit connection to Management Network Switch. Please consult with your *IT Manager* for more information. Network switch with POE to be located as follows:

- Police Department
- Court House Basement
- Library Building

UNINTERRUPTABLE POWER SUPPLY:

CIA will furnish and install one (1) UPS located in the area with the Digital Video Recorder. The UPS will supply power to the high definition digital video recorder and power supplies for a short period of time should there be an interruption in municipal power. This UPS will also shield the High Definition Digital Video Recorder and power supplies from power surges and/or brown outs that typically damage the camera and recording equipment. UPS will be located in the Police Department.

WIRING/CABLING:

CIA will furnish and install all necessary wiring/cabling to complete installation. CIA will use high-end network Plenum cabling for all camera locations. By installing Plenum Rated Cat6 the Town of Kent is future proofing the wiring to accept any available technology that might come in the future. Cat6 wire is the industry standard for the highest flexibility of deployment and supports virtually all technology.

FIBER PATCH CABLES:

CIA will furnish and install four (4) fiber patch cables to link the new switches to the fiber backbone currently connecting all of the buildings.

GIGABIT SFP MODULE:

CIA will furnish and install four (4) fiber media converter Gigabit SFP Modules. Modules will be located as follows:

- Police Department (2)
- Court House Basement (1)
- Library Building (1)

SUPPRESSION:

CIA will furnish and install two (2) commercial surge suppression devices to protect the new video surveillance equipment in the Town Hall/Town Court building and the Library building.

NETWORK CONNECTION:

Video recorder is network ready. Network connectivity provides multiple benefits including the ability for Personnel to log into the DVRs/NVRs to remotely view live video or to be able to play back recorded video. *The Owner* is to supply a network connection with static IP address and all programming associated with the network connection. CIA will program the DVR/NVR for your Broadband Internet Connection. This will allow for the remote viewing of the DVR's/NVR's live and recorded video from a computer virtually anywhere. If no static IP is available through broadband connection, a DDNS service subscription may be necessary. A free DDNS service is offered by CIA security for no less than three years from date of purchase.

NOTES:

1. A network connection is required to support any *CIA* video services.
2. In order to establish remote connectivity to the DVR/NVR from the Internet, your firewall/router will need to be programmed to allow for remote access through your broadband connection. This is typically done by the Owner or the Owner's IT Representative. If desired, CIA can perform this service for an additional fee. If interested, please call for pricing. CIA requires access to the router, which includes any user names or passwords if different than the manufacturer's default. CIA also prefers a PC on site to complete the programming.

PANIC/DURESS BUTTON SYSTEM

INTELLIGENT CONTROLLER:

CIA will furnish and install one (1) intelligent controller to support panic buttons. This intelligent panel will provide the controlling interface between the card reader system and the panic buttons. With additional hardware, the system can be expanded to support additional devices. The controller will be located:

- Court House Basement

PANIC/DURESS BUTTONS (HARDWIRED):

CIA will furnish and install nine (9) hardwired panic/duress buttons. Anyone pressing a button will activate a silent alarm in the Town of Kent Police Department. Buttons will be located:

- Town Supervisor Reception
- Town Supervisor Desk
- Collection
- Recreation & Parks Dept.
- Town Clerk
- Building Dept.
- Finance Dept.
- Assessor
- Deputy Town Clerk

WIRING/CABLING:

CIA will furnish and install all necessary wiring/cabling to complete installation.

INVESTMENT DATA

*****Pricing guaranteed for 60 days*****

PURCHASE PRICE: The above equipment can be purchased, with a one-year guarantee on parts and labor, for Forty-Eight Thousand, One Hundred Dollars (\$48,100.00). Pricing based on prevailing-rate wages.

NOTE: *Currently the DVR at the Town of Kent Police Department is rented. Upon execution of contract and installation of new recorder, rental agreement will end. Any prepaid money will be prorated and credited.*

DEPOSIT: A 50 percent deposit is due when the contract is accepted, and the balance is due within ten (10) days of completion and sign-off of proposed work.

ELECTRICAL AND/OR BUILDING PERMIT FEES: Your local municipality may require an electrical and/or building permit(s) be issued and an inspection be requested for this work. **Any fees associated with the electrical and/or building permit(s) and inspections are not included in the proposal and will be billed to the owner at that cost.*

INSURANCE: *Any insurance requirements shall be presented to designer/bidder prior to accepting this proposal. If not, it is presumed that we have satisfied all your insurance requirements.*

ADMINISTRATIVE EMAIL ADDRESS:

By providing your email address, you give CIA Security the permission to send invoice alerts, as well as other administration notifications. In addition, we will send confirmations and reminders of upcoming service appointments that you make. The safety and security of our clients is our primary concern so please be assured that we WILL NOT under any circumstances share/sell your email address.

NOTES:

1. Owner is to furnish the following:
 - a. 120VAC outlet at location of monitor, recorder, power supply and UPS.
 - b. Adequate shelf space for monitor & recorder.
2. The NVR is network ready. Owner is to supply a cable modem or DSL connection. For reliable viewing, the broadband connection lines have to provide a minimum of 1500kBps of bandwidth for transmitting video pictures. If the bandwidth is reduced it will greatly impact video quality and speed. CIA cannot be responsible for reduced bandwidth from the broadband supplier. Please check to ensure that your system will be compatible with the broadband service provided and the required bandwidth is available. Static IP address is recommended.
3. Please review the ventilation for your new NVR. Please insure that there is adequate ventilation for the video equipment and/or the rack. The proposed video equipment pulls air through the front of each unit which must be a stable 72 degrees or less and exhausts the warmer air out of the back. The console must be able to exhaust this warmed air to maintain the proper cooling for the equipment. Failure in providing adequate ventilation will result in shorter life expectancies of the proposed equipment. *Client* is responsible for maintaining adequate ventilation and keeping air filters clean.
4. Adequate lighting is the responsibility of the client. It is impossible to determine if the existing lighting is adequate to provide good picture quality. The existing lighting may be suitable close to the building; however, the lighting at the perimeter of the property may not be adequate. If the picture quality is not suitable, it will be the owner's responsibility to furnish more lighting. Blooming is a condition whereby the light level exceeds the camera's capability to adjust. When blooming occurs, the picture will appear washed out. Excessive lighting is typically found on bright, sunny days, particularly after a snow storm.
5. Owner is to furnish a secure location for NVR and all other security related equipment.
6. Any changes in the scope of work will be done on a separate agreement.
7. CIA has provided surge protection on the main power circuit of the video system. There is no guarantee that your system will be free from any spikes or surges.
8. **Firewall & Internet Security:** The owner shall be responsible for providing a reasonable level of network security and supplying all firewall equipment. Please review this requirement with your computer consultant.
9. Guarantee does not cover any network problems or router issues that may occur. Telephone support is available and will be invoiced at our standard service rate. Please have a *Network Administrator* available if you require telephone support.
10. Raceway/conduits may be installed in areas where wire runs cannot be concealed.
11. CIA makes no representations or guarantees as to the condition, usability or type of the existing wiring. If any issues are found, we will address it under separate agreement.

OPTIONS

Pricing for options is only valid during the installation of the base system. If option(s) is selected, all terms and conditions of the original Sales/Rental Agreement apply.

OPTION #1: SERVICE CONTRACT INFORMATION/PREVENTATIVE MAINTENANCE PROGRAM

CIA provides a full one-year warranty on the Video Recorder. We recommend that you protect your investment with our extended-warranty/service contract plan. Under our service agreement, CIA will provide continued coverage for all system components, including labor and materials. This service contract will include:

- Disassembling, cleaning, inspection and testing of the Video Recorder
- Check fans for CPU and Power Supply
- CIA will perform preventative maintenance on the Video Recorder every six months

The cost for extended-term service coverage/preventative maintenance program will be 12% of the total installation price, billable annually. Typically agreements operate on a calendar year schedule starting in January. At the expiration of your warranty, a pro-rated contract will be provided.

ACCEPTED _____ (PLEASE INITIAL)

NOTES:

1. *Not included* in service agreement is the cost for a lift for any work to be performed on any surveillance equipment located twelve feet above the ground. Any required lifts will be invoiced to *client* at our cost.
2. Service agreement is based on service during business hours: Monday through Friday, 8:00 AM to 4:30 PM (emergency service *not included*).
3. Surge Suppressors *not included*.
4. Network Connections *not included*.

5. 120V work *not included*.
6. Loaner DVR is not included but if CIA has a unit available, it will be supplied at a discounted daily rate if desired.
7. *Client* is to furnish CAD drawings for future record keeping.
8. All ancillary computer equipment to the video surveillance system is not included as it is supported by your *IT Department*.

OPTION #2: ANNUAL INSPECTION

We recommend having your system inspected on an annual basis. CIA will inspect and test all devices. At completion of the inspection, CIA will provide a written report. Any problems found will be noted, and any repairs required will be addressed under a separate contract. The cost for the inspection coverage will be \$695.00 per year, billable annually.

ACCEPTED _____ (PLEASE INITIAL)

ACCEPTED BY:

AUTHORIZED SIGNATURE _____

PLEASE TYPE OR PRINT NAME _____

This proposal is subject to Subscriber signing a standard Sales agreement prior to commencing work. Any purchase orders issued are agreeing to the terms and conditions of this proposal.

THE PARTY AGREES THAT THE ALARM SYSTEM IS NOT DESIGNED OR GUARANTEED TO PREVENT ANY LOSS BY BURGLARY, THEFT OR OTHER ILLEGAL ACTS OF THIRD PARTIES, OR LOSS BY FIRE, SMOKE, WATER, OR ANY OTHER CAUSE. IF, NOT WITHSTANDING THE TERMS OF THIS AGREEMENT, THERE SHOULD ARISE ANY LIABILITY ON THE PART OF CIA, AS A RESULT OF BURGLARY, THEFT, HOLD-UP, FIRE, SMOKE EQUIPMENT FAILURE, OR ANY CAUSE WHATSOEVER, REGARDLESS OF WHETHER OR NOT SUCH LOSS, DAMAGE OR PERSONAL INJURY WAS CAUSED BY OR CONTRIBUTED TO BY CIA'S NEGLIGENCE TO ANY DEGREE OR FAILURE TO PERFORM ANY OBLIGATION, SUCH LIABILITY SHALL BE LIMITED TO ANY AMOUNT EQUAL TO 5% OF THE PURCHASE PRICE OR TO THE SUM OF \$1,000.00, WHICHEVER IS GREATER.

COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC.
2 Summit Court
Fishkill, NY 12524
(845) 896-9500

STANDARD VIDEO SURVEILLANCE SYSTEM SALES CONTRACT

Buyer's Name: Town of Kent, Town Hall, 25 Sybil's Crossing, Kent Lakes, NY 10512 Date: January 24, 2017
Address: Town Hall, 25 Sybil's Crossing / Police Department, 40 Sybil's Crossing, Kent Lakes, NY 10512
Telephone: (845) 225-3943

COMMERCIAL INSTRUMENTS & ALARM SYSTEMS, INC., (hereinafter referred to as "CIA" or "Seller") agrees to sell and install, at Buyer's premises, and Buyer agrees to buy, an electronic video surveillance system, consisting of equipment as described on the attached proposal; pass code to CPU software remains property of CIA.

Purchase Price:	\$48,100.00
Taxes:	\$ EXEMPT
Total:	\$48,100.00
50 percent deposit due with contract:	\$24,050.00
Balance due within 10 days of completion of installation:	\$24,050.00

LIMITED WARRANTY

In the event that any part of the surveillance system becomes defective, or in the event that any repairs are required, CIA agrees to make all repairs and replacement of parts without costs to the Buyer for a period of one (1) year from the date of installation. CIA reserves the option to either replace or repair the surveillance system, and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, reprogramming, damage by lightning, electrical surge, wire or foil breaks.

Except as set forth in this agreement, CIA makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. CIA does not represent nor warrant that the surveillance system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. CIA expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than CIA. CIA shall not be liable for consequential damages. Buyer acknowledges that any affirmation of fact or promise made by CIA shall not be deemed to create an express warranty unless included in this contract in writing; that Buyer is not relying on CIA's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that CIA has offered additional and more sophisticated equipment for an additional charge which Buyer has declined.

Buyer's exclusive remedy for CIA's breach of this contract or negligence to any degree under this contract is to require CIA to repair or replace, at CIA's option, any equipment or part of the alarm system which is non-operational.

Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

If required by law, CIA will procure all building and/or electrical permits required by local law and will provide certificate of workman's compensation prior to starting work, if requested. We recommend that you check with your local municipality regarding laws or ordinances that govern alarm usage or end user alarm permits that may be required as CIA Security is not responsible for end-user permits.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS OF THIS SALE WHICH ARE PART OF THIS CONTRACT.

READ THEM BEFORE YOU SIGN THIS CONTRACT.

BUYER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS CONTRACT AT TIME OF EXECUTION.

**COMMERCIAL INSTRUMENTS & ALARM
SYSTEMS, INC.**

By: _____

PLEASE SIGN BELOW

Buyer: Signature, Print Name Below

Email Address: _____

By providing your email address, you give CIA Security the permission to send invoice alerts, system notification alerts as well as other administration notifications. In addition we will send confirmations and reminders of upcoming service appointments that you make. The safety and security of our clients is our primary concern so please be assured that we WILL NOT under any circumstances share/sell your email address.

1. **DELAY IN INSTALLATION:** CIA shall not be liable for any damage or loss sustained by Buyer as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including CIA's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.
2. **ALTERATION OF PREMISES FOR INSTALLATION:** CIA is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in CIA's sole discretion for the installation and service of the surveillance system, and CIA shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the surveillance system, and Buyer represents that the owner of the premises, if other than Buyer, authorizes the installation of the surveillance system under the terms of this agreement.
3. **BUYER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:** Buyer agrees to furnish, at Buyer's expense, all 110 Volt AC power and electrical outlets and receptacles, internet access, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31 Block or equivalent, as deemed necessary by Seller in its sole discretion and to notify Seller in writing via fax, e-mail or registered mail of any change in such service.
4. **LIEN LAW:** CIA or any subcontractor engaged by CIA to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.
5. **APPLICATION OF PAYMENTS:** CIA is legally required to deposit all payments received prior to completion in accordance with New York Lien Law subdivision four of section seventy-one-a, and in lieu of such deposit CIA may post a bond or contract of indemnity with purchaser guaranteeing the return or proper application of such payments to the purposes of this contract.
6. **INDEMNITY:** Buyer agrees to and shall indemnify and hold harmless CIA, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Buyer, including reasonable attorneys' fees and losses asserted against and alleged to be caused by CIA's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract.
7. **EXCULPATORY CLAUSE:** CIA and Buyer agree that the security equipment, once installed, becomes the personal property of the Buyer; that the equipment is not permanently attached to the realty and shall not be deemed fixtures. Buyer agrees that CIA is not an insurer and no insurance coverage is offered herein. The security equipment is designated to reduce certain risks of loss, though CIA does not guarantee that no loss will occur. CIA is not assuming liability, and, therefore shall not be liable to Buyer for any loss, personal injury or property damage sustained by Buyer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by CIA's negligent performance or failure to perform any obligation. Buyer releases CIA from any claims for contribution, indemnity or subrogation.
8. **LIMITATION OF LIABILITY:** Buyer agrees that should there arise any liability on the part of CIA as a result of CIA's negligent performance to any degree of failure or perform any of CIA's obligations or equipment failure, that CIA's liability shall be limited the sum of \$1,000.00 or 5% of the sales price, whichever is greater. If Buyer wishes to increase CIA's maximum amount of CIA's limitation of liability, Buyer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with CIA's increased liability. This shall not be construed as insurance coverage.
9. **WAIVER OF SUBROGATION RIGHTS:** Buyer does hereby for himself/herself/itself and any parties claiming under Buyer, release and discharge CIA from any and against all hazards covered by Buyer's insurance. Buyer on its behalf and any insurance carrier waives any right of subrogation Buyer's insurance carrier may otherwise have against CIA or CIA's subcontractors arising out of this agreement or the relation of the parties hereto.
10. **ASSIGNMENTS:** CIA shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. Buyer shall not be permitted to assign this agreement without written consent of CIA.
11. **LEGAL ACTION:** In the event CIA institutes legal action to recover any amounts owed by Buyer to CIA hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include an administration fee of 5% and interest at the rate of 1 1/2% per month from the date payment is due. Should CIA prevail in any litigation between the parties Buyer shall pay 100% of CIA's reasonable legal fees.
 - a) The parties waive trial by jury in any action between them. In any action commenced by CIA against Buyer, Buyer shall not be permitted to interpose any counterclaim.
 - b) Any action by Buyer against CIA must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against CIA must be based on the provisions of this agreement. Any other action that Buyer may have or bring against CIA in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.
 - c) Any action or dispute between the parties, including issues of arbitrability, shall, at the option of either party, be determined by arbitration administered by the National Arbitration Association under its CIA Arbitration Rules www.natarb.com.
12. **CIA'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:** Buyer agrees that CIA is authorized and permitted to subcontract any services to be provided by CIA to third parties who may be independent of CIA, and that CIA shall not be liable for any loss or damage sustained by Buyer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Buyer appoints CIA to act as Buyer's agent with respect to such third parties, except that CIA shall not obligate Buyer to make any payments to such third parties. CIA shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder.
13. Buyer acknowledges that this agreement, and particularly those paragraphs relating to CIA's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of CIA.
14. **NON-SOLICITATION.** Buyer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity; any employee of CIA assigned by CIA to perform any service for or on behalf of Buyer for a period of two years after CIA has completed providing service to Buyer. In the event of Buyer's violation of this provision, in addition to injunctive relief, CIA shall recover from Buyer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with CIA, times twelve, together with CIA's counsel and expert witness fees.
15. **FULL AGREEMENT/SEVERABILITY.** This agreement constitutes the full understanding of the parties and may not be amended or modified or canceled except in writing signed by both parties, except that in the event CIA issues a UL certificate to Buyer, CIA will comply with Underwriters Laboratory Inc. or any local law requirements regarding items of protection provided for in this agreement. Should any provision of this agreement be deemed void, the remaining parts shall not be affected. There are no verbal agreements or representations and Buyer has relied on none.

____ (PLEASE INITIAL)



9

CODE ENFORCEMENT

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

January 30, 2017.

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

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

Locations requiring correction and lowest bids for required action:

20 Sebago Road. \$150.00.

73 Towners Road. \$150.00.


Site owners have not responded to Notices of Violation.

The above stated bids have been proposed by FI Adams, Inc.

Putnam Handyman Construction failed to submit a bid.

Dirt and Demolition Inc. failed to submit a bid.

For your consideration and approval:



William Looney,
Zoning Enforcement Officer,
Town of Kent.

Estimate

FI Adams, Inc.

610 Route 292

Holmes, NY 12531 Fiadamsinc@gmail.com

(845)-855-3733 (914)760-8959

For:

Town Of Kent

20 Sebago Rd- 73 Towners Rd

Lake Carmel N.Y

Estimate No: 83
Date: Jan 27, 2017

Description	Quantity	Rate	Amount
Remove mattress, box spring and bed frame from 20 Sebago rd, Lake Carmel.	1.00	\$150.00	\$150.00
Remove mattress and tires from 73 Towners Rd, Lake Carmel	1.00	\$150.00	\$150.00

* Indicates non-taxable item

Subtotal	\$300.00
TAX (0.00%)	\$0.00
Total	\$300.00



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

ORDER TO REMEDY VIOLATION

Location: 73 Towners Rd Kent, NY

Map NO: 33.73-1-72

Date: 1/9/2017

TO:

Patrick Joyce
73 Towners Rd
Carmel, NY 10512

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\11 Subs B-1-A-
Rubbish

at premises hereinafter described in that:

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

OWNER/AGENT MUST REMOVE ALL SUCH DESCRIBED DEBRIS INCLUDING TIRES, MATTRESSES AND OTHER METAL, WOOD, AND PLASTIC ITEMS FROM SITE.

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

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

W. LOONEY, CODE ENFORCEMENT
25 SYBIL'S CROSSING
CARMEL, N.Y. 10512



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

ORDER TO REMEDY VIOLATION

Location: 20 Sebago Rd Kent, NY

Map NO: 22.82-1-44

Date: 1/19/2017

TO:

Carlos Rivadeneira
36 Marvin Ave
Brewster, NY 10509

PLEASE TAKE NOTICE: THERE EXISTS A VIOLATION OF:

Town of Kent Municipal Code\Chapter 55 A Property Maintenance Code\11 Subs B-1-A-
Rubbish

at premises hereinafter described in that:

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

OWNER/AGENT MUST REMOVE ALL SUCH DESCRIBED DEBRIS FROM SITE.

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

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


WILLIAM LOONEY

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