#### TOWN OF KENT TOWN BOARD MEETING Tuesday, July 6, 2021

#### Executive Session: 6:00 p.m.

To discuss proposed, pending or current litigation and the medical, financial, credit or employment history of a particular person or corporation or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation.

#### Public Hearing: 7:00 p.m.

Marihuana Regulation & Taxation Act

Lake Carmel Park District Town Code Changes

#### Workshop/Meeting:

- 1. Pledge of Allegiance
- 2. Roll Call
- 3. Discussion and/or Vote on the following:
  - a. Local Law opting out of cannabis dispensaries
  - b. Planning Board accept bond for TM# 33.24-1-64; bond return for TM#12.-1-28 and TM# 11.12-1-21
  - c. Municipal Repairs truck to auction
  - d. Highway bid for construction of "Lean-to" and restoration of 311 Highway Garage
  - e. American Tower Proposed Sublease Agreements Smokey Hollow Ct and 16 Sybil's Crossing
  - f. Building Department appoint new clerk and part-time code enforcer
  - g. Appoint Court Clerk
  - h. Approval of Vouchers and Claims
- 4. Announcements
- 5. Public Comment

#### TOWN OF KENT LOCAL LAW NO.\_\_\_\_\_ of 2021 A LOCAL LAW OPTING OUT OF ADULT USE CANNABIS RETAIL DISPENSARIES AND ON SITE CONSUMPTION SITES WITHIN THE TOWN OF KENT

# A local law to opt out of allowing cannabis retail dispensaries and on-site consumption sites as authorized under Cannabis Law Article 4

BE IT ENACTED by the Town Board of the Town of Kent, Putnam County, New

York, as follows:

#### Section 1. Legislative Intent

It is the intent of this local law to opt out of allowing cannabis retail dispensaries and on-site cannabis consumption sites in the Town of Kent that would otherwise be allowed under Cannabis Law Article 4.

#### Section 2. Authority

This local law is adopted pursuant to Cannabis Law § 131 which expressly authorizes the town board to adopt a local law requesting the Cannabis Control Board to prohibit the establishment of cannabis retail dispensary licenses and/or on-site consumption licenses within the jurisdiction of the town and is subject to a permissive referendum, the procedure of which is governed by Municipal Home Rule Law § 24.

#### Section 3. Local Opt-Out

The Town Board of the Town of Kent hereby opts out of allowing cannabis retail dispensaries and on-site cannabis consumption sites from being established and operated within the Town's jurisdiction.

#### Section 4. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance, shall be adjusted by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

#### Section 5. Permissive Referendum/Referendum on Petition

This local law is subject to a referendum on petition in accordance with Cannabis Law § 131 and the procedure outlined in Municipal Home Rule Law § 24.

#### Section 5. Effective date.

This local law shall take effect immediately upon filing with the Secretary of State.

Dated: \_\_\_\_\_, 2021

BY THE ORDER OF THE TOWN BOARD OF

THE TOWN OF KENT

# PARK DISTRICT # 1 (LAKE CARMEL PARK DISTRICT)

#### § 50-1 Definitions.

The following terms, wherever used in this chapter, shall have the respective meanings assigned to them unless another meaning clearly appears from the context:

#### **BATHING AREA**

Any beach, shore or area designated as a "bathing area," including the water area and lands underwater adjacent to said area and the docks and structures therein.

#### OWNER

Any person owning or having the use, possession or control of a vehicle, animal or other property by lease or otherwise.

#### PARK DISTRICT NO. 1

All of the parks, playgrounds, athletic fields, tennis courts, swimming pools, beaches, boardwalks, piers, docks and other recreational areas, open places, roadways, roads, paths, walks, waters and lands underwater and other appurtenances as the same shall be utilized, whether now owned or hereafter acquired by the Town of Kent. Said district shall be defined as all that property shown on a certain map entitled "Lake Carmel, Town of Kent, Putnam County," filed in the Putnam County Clerk's office May 17, 1930, as Map No. 130-1, 130-AA, 130-BB, 130-CC, 130-DD, 130-EE, 130-FF, 130-GG, 130-HH, 130-I, 130-J, 130-K, 130-L and 130-MM, excepting therefrom any exclusion of record.

#### PERMIT

Any written authorization issued by the Town Clerk of the Town of Kent or other authorized individual for a specified privilege within the aforesaid park district.

#### PERSON

Any natural person, corporation, association, society, organization, firm or partnership.

#### POLICE OFFICER

Any member of the police force of the Town of Kent, or any constable, sheriff or deputy sheriff assigned by the Town Board of the Town of Kent or other proper authority to duties in said park district.

#### § 50-2 Interpretation and scope.

The interpretation of these rules and regulations and provisions shall be construed as follows:

Α.

Any term in the singular shall include the plural.

# Β.

Any term in the masculine shall include the feminine and neuter.

## C.

Any requirement or provision involving any act shall include the causing, procuring, aiding or abetting, directly or indirectly, of such act, or the permission or allowance of any minor in the custody of any adult, doing any act prohibited herein.

# D.

These provisions shall not make unlawful any act necessarily performed by any officer or employee in the line of duty or work.

## Ε.

Any act performed hereunder which might be otherwise unlawful shall be lawful if performed under or pursuant to a permit, except that it be not otherwise prohibited by any local law or ordinance.

### § 50-3 Access to park by residents.

Residents, inhabitants and taxpayers of Park District No. 1 shall at all times have access to and may enter upon and use the privileges appurtenant to the parklands defined herein. However, at such times when deemed necessary by the proper authorities in the interests of public safety, welfare or emergency, such access to said parklands and permission to use said parklands may be revoked for any period of time necessary.

### § 50-4 Identification; car stickers.

# Α.

All residents, inhabitants and taxpayers of said Park District No. 1 shall be required to obtain a Park District photo ID for identification at Park District beaches. Residents shall produce their Park District photo ID when called upon to do so by any authorized representative of the Town Board or any person assigned to such duty by the Town Board or its agents. All other persons shall be required to display a permit issued pursuant to § **50-4** hereof.

[Amended 10-19-2009 by L.L. No. 7-2009]

# ₿.

The use of the beach areas shall be restricted to all property owners and their lessees and the members of their immediate families and their guests. Only those persons shall be admitted to beach areas who are properly identified as members of those groups named above. All motor vehicles and other vehicles shall have their identification verified by a car sticker to be issued by the Lake Carmel Park District. These stickers are to be issued for each motor vehicle or other vehicle belonging to the residents and owners of the park district upon presentation of a paid tax bill or proof of residency covering the current year. These stickers may be obtained at the Town Hall during regular business hours.

#### § 50-5 Boat registration.

[Amended 11-24-1986 by L.L. No. 5-1986; 4-20-1998 by L.L. No. 2-1998] **A.** Registration stickers.

[Amended 5-20-2002 by L.L. No. 2-2002]

#### (1)

All property owners and their lessees and the members of their immediate families maintaining boats on Lake Carmel shall register each boat with the Town of Kent Park District Office. The Park District Office will assign a number and will issue two registration stickers to each boat, free of charge. However, boat owners shall be charged a replacement fee, as set from time to time by resolution of the Town Board, for the reissuance of a registration sticker that has been lost or misplaced. The Park District Office shall provide the registration numbers to the Kent Police Department. [Amended 4-20-2009 by L.L. No. 3-2009; 11-15-2011 by L.L. No. 6-2011]

### (2)

The number and registration stickers must be displayed on both sides of the boat. The numbers must be displayed in characters at least three inches high. If a boat is not registered or if a boat is abandoned within the judgment of the park officials, the same shall be impounded by the park officials, and a charge of \$125 shall be collected before the same is returned. Said \$125 shall be added to the Park District funds.

# Β.

All boats shall be removed from the Park District property around Lake Carmel for the period of time from November 1 until March 15. Within two weeks after November 1 of each year, the Town Board shall notify the owner to remove his or her boat. Any person found guilty of a violation will result in the park officials impounding said boat. A charge of \$125 shall be collected before the same is returned. Said charge of \$125 shall be added to the Park District funds.

[Amended 5-20-2002 by L.L. No. 2-2002]

C. Wearable Life Jackets

# (1)

There shall be one Wearable Life Jackets in any boat on Lake Carmel for each occupant of said boat. Life preservers shall conform to United States Coast Guard standards.

(2)

Occupants of boats, who are under 13 years of age, must wear approved life preservers while on the water of Lake Carmel. However, between November 1 and May 1, all persons, regardless of age, must wear approved life preservers while on the water of Lake Carmel.

[Amended 11-15-2011 by L.L. No. 6-2011]

# (3)

Any person found guilty of a violation of Subsection C(1) or (2) of this section shall, upon conviction thereof, be subject to:

### (a)

A restriction of lake privileges for one week for a first offense.

### (b)

A fine of \$50 for a second or subsequent offense along with the revocation of the boat registration.

### (4)

Any owner or registrant who permits a boat to be on the waters of Lake Carmel in violation of any provision of this section shall be guilty of an infraction as above stated.

D.

No boat shall be allowed on the waters of Lake Carmel that is over 20 feet in length from bow to stern. No floating device shall be allowed on the waters of Lake Carmel that is

over 20 feet from one end to the other lengthwise or more than six feet in width. [Amended 8-1-1988 by L.L. No. 4-1988]

## § 50-6 Curfew.

[Amended 11-19-1979 by L.L. No. 6-1979; 11-24-1986 by L.L. No. 5-1986] There is hereby imposed a curfew on bathing areas and bathing area parking lots. Curfew hours shall be from 9:30 p.m. until 6:00 a.m.

## § 50-7 Preservation of plant life.

# Α.

No person shall, in any park or park street, destroy, cut, break, deface, mutilate, injure, disturb, sever from the ground or remove any growing thing, including, but not limited to, any plant, flower, flower bed, shrub, tree, growth, or any branch, stem, fruit or leaf thereof.

## В.

No person shall bring into any park or park street any tool or instrument such as a hatchet, axe or saw for the cutting of any living thing.

## C.

No person shall bring into the park any spade, shovel, rake, hoe or any of the so-called garden or agricultural implements or tools for the removal of any tree, shrub or plant.

# D.

No person shall pile or maintain any material or debris of any kind against or upon any tree, shrub, grass or plant.

### Ε.

No person shall attach any rope, cable or other contrivance to any tree, shrub or other plant.

### F.

No person shall set fire or assist another to set fire to any timber, tree, shrubs, plants, flowers, grass or plant growth, or suffer any fire upon other land to extend into parklands.

### G.

No person shall hitch any horse or other animal to, or leave the same standing near enough so as to injure, any lawn or grass plot.

### H.

No person shall go upon any tree, shrub, grass or plant, except at such times when permission to do so shall have been given by the Town Board to the public.

## § 50-8 Rubbish and refuse; pollution. [1] A.

Rubbish and refuse matter. No person shall take into, carry through, leave in, or throw, cast, lay, drop or discharge into or on, or suffer or permit any servant, agent, employee or person in his or her charge to take into, carry through, leave in, throw, cast, lay, drop or discharge into or on, any park or park street any rubbish of any sort, including, but not limited to, ashes, dross, cinders, shells, fruit, fruit skins, vegetable foodstuff, paper, pasteboard, dirt, sand, oil, grease, clay, loam, stone or building rubbish, hay, straw, oats, sawdust, shavings, or manufacturing, trade or household waste, vehicles or parts thereof as junk, old iron or other metal, or objects made therefrom; or sick, diseased or dead animals, organic refuse or other offensive matter, including swill, brine, urine, offal, fecal matter, garbage or rubbish.

# B.

Spitting prohibited. No person shall, in any park or park street, spit upon any walk, crossing, safety zone, structure, bridge, platform, stairway or floor of any building.

# C.

Pollution of waters. No person shall throw, cast, lay, drop or discharge into or leave in the waters used for bathing or waters in any park or in any storm sewer or drain flowing into said waters, any substance, matter or thing, liquid or solid, which may or shall result in the pollution of said waters.

# D.

Drains and sewers. No person shall discharge, directly or indirectly, into any opening or into any gutter leading into any sewer, receiving basin or drain, in or leading into any park or park street, any gas or vapor or any substance which may form a deposit tending to choke same, or any volatile liquid which will emit an inflammable vapor at a temperature below 160° F., or any steam or hot water above 100° F.

### E.

Protection of bathing area. No person shall throw, cast, lay or deposit any bottle or piece of crockery, or any glass or glassware or any part thereof, or metallic or other substance with sharp edges or projections, on any beach or bathing area in, on or adjoining any park.

### [1]

Editor's Note: See Ch. 40, Garbage and Refuse; Landfill.

#### § 50-9 Firearms and weapons.

No person shall have or carry, whether or not concealed upon his person, any pistol or revolver, or any instrument or weapon commonly known as a "toy pistol" or in which or upon which loaded or blank cartridges may be used, or any loaded or blank cartridges or ammunition therefor, except when so authorized by law. No person shall use any rifle, shotgun or fowling piece, or any air gun, spring gun or other instrument or weapon in which the propelling force is a spring or air, within the confines of Park District No. 1.

## § 50-10 Dogs. [1]

No dogs shall be allowed at any time on the designated beaches, and the owners of or persons harboring such dogs or otherwise responsible for such dogs shall be liable for violation of this provision of this chapter.

#### [1]

Editor's Note: See Ch. 32, Dogs and Other Animals.

# § 50-11 Reserved

### § 50-12 General conduct.

Any person shall be guilty of violating these rules and regulations for the following:

#### Α.

Disobeying an order of a police officer, playground director, parking attendant or other person designated by the Town Board to give orders, or disobeying the notices, prohibitions, instructions or directions on any park sign.

В.

Using threatening, abusive or insulting language.

C.

Doing any obscene or indecent act.

# D.

Throwing stones or other missiles.

### E.

Annoying persons.

### F.

Interfering with, encumbering, obstructing or rendering dangerous any drive, path, walk, dock, beach, boardwalk or public place.

### G.

Climbing or lying upon any wall, fence, shelter, seat, statue, monument, boardwalk or other structure.

#### Η.

Doing any act tending to or amounting to a breach of peace.

I.

Entering or leaving any restricted park area except at established entranceways or exits or at established times; or using or gaining admittance to, or attempting to use or gain admittance to, the facilities in any park.

J.

Introducing, carrying or firing firearms, firecrackers, torpedoes or fireworks, except as provided by § **50-9** hereof.

### K.

Engaging in, instigating, aiding or encouraging a contention or fight, whether or not a ring fight or prizefight.

### L.

Assaulting any person.

## Μ.

Doing, aiding, abetting or assisting in doing any act injurious to any person, animal or property within any park or on any park street not specifically prohibited herein.

#### N.

Acting as crier or advertiser, through the media of voice, public address system or other mechanical device, on beaches or boardwalks or in the vicinity of same.

### О.

Dressing or undressing in autos, trucks, buses or other conveyances or anywhere within the parkland except in such places as may be designated or maintained by the Park District for such purpose.

### P.

Feeding any waterfowl on Lake Carmel and anywhere along the shores of Lake Carmel is prohibited. The shores on Lake Carmel for purposes of this section shall be defined as the land extending from the shoreline to the pavement of the nearest roadway. [Added 12-7-1987 by L.L. No. 6-1987]

§ 50-13 Traffic control. [1]

# Α.

The speed limit for all vehicles within the area of said parkland may be provided for by the Town Board and designated by suitable signs on the roads and roadways in the parkland. All owners and operators of motor vehicles and other vehicles shall comply with the Vehicle and Traffic Law of the State of New York while operating any vehicle within the parkland, with such modifications of said law as provided for herein.

## В.

Commercial vehicles shall not be allowed within said parkland except as may be necessary for building or construction purposes or for the rendering of some necessary and useful service, or those vehicles owned and/or used by residents necessary for their transportation to and from their work.

### C.

The Town Board may designate and limit such roads and roadways as in its discretion may be used for the operation of any commercial vehicle.

### D.

Nothing in this section shall apply to vehicles and apparatus of the Fire Department, Police Department or public service emergency vehicles when in such parkland in case of fire or other emergency.

### E.

No person shall cause or permit any motor vehicle or other vehicle unnecessarily to obstruct traffic on any road, street or roadway, or stop or park except at such places as may be designated, except in case of emergency. This provision shall be deemed to include parking at night.

### F.

Parking of any motor vehicle or other vehicle is prohibited on the lakeshore side of any road abutting Lake Carmel.

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[Added 7-1-1991 by L.L. No. 3-1991]
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[1] Editor's Note: See Ch. **72**, Vehicles and Traffic.

# § 50-14 Structures.

### Α.

The Town Board shall have the right to remove or cause to be removed any and all existing projections, encroachments, docks, piers and other impediments when, in the opinion of the Town Board, such removal shall be necessary or desirable for the improvement of the parkland.

## В.

Hereafter, no person shall erect a wharf, pier or other structure on the park property without obtaining the prior consent of the Town Board by resolution passed at a meeting of the Town Board duly called and held, and such resolution, if passed, shall provide appropriate safeguards to assure that the structure, when erected, shall be available to all the inhabitants of the Park District.

### § 50-15 Motorboats, airplanes and drones.

Pursuant to § 198, Subdivision 4, of the Town Law, the operation of motorboats, airplanes, drones, or any internal combustible vehicles with the exception of electric trolling motors on Lake Carmel in Park District No. 1 of the Town of Kent is hereby prohibited.

#### § 50-16 Penalties for offenses.

#### [Amended 11-24-1986 by L.L. No. 5-1986]

Any person found guilty of a violation of this chapter or any part thereof or any rule or regulation made thereunder, that does not have its own penalty provision, shall, upon conviction thereof, be subject to a fine of not more than \$250 or to imprisonment of not more than 15 days, or to both such fine and imprisonment.

### § 50-17 Fishing restrictions.

[Added 8-2-1976 by L.L. No. 6-1976]

### Α.

In the interest of public safety, no fishing shall be permitted along Route 311 where Route 311 crosses Lake Carmel at any time, nor within any bathing area. [Amended 12-7-1987 by L.L. No. 7-1987]

# В.

Any person violating any of the provisions of this section shall be liable for and shall pay a penalty not exceeding \$100.

#### § 50-18 Glass containers.

[Added 4-2-1979 by L.L. No. 2-1979]

No person shall take into, carry through, leave in or throw, cast, lay, drop or discharge into or on any park or park road, with the exception of the Lake Carmel Community Center and that property leased to Tenants at 640 Route 52 Tax #33.-1-76 any glass container of any sort, including but not limited to bottles, jars and glasses.

#### § 50-19 Alcoholic beverages.

No person shall enter or remain upon any parklands of Park District No. 1, with the exception of the Lake Carmel Community Center and that property leased to Tenants at 640 Route 52 Tax #33.-1-76 while in possession of any alcoholic beverage.

#### § 50-20 Certain passage prohibited.

[Added 7-1-1991 by L.L. No. 5-1991]

No entry shall be permitted from Champlain Drive onto Terry Hill Road, nor entry from Terry Hill Road onto Champlain Drive. A physical barrier, removable only in case of emergency, shall be erected to prevent passage on Champlain Drive either from or to Terry Hill Road.

## § 50-21 Smoking prohibited on beaches.

[Added 10-30-2006 by L.L. No. 2-2006; amended 11-27-2006 by L.L. No. 3-2006]

Smoking on any and all of the beaches located within Park District No. 1 in the Town of Kent is strictly prohibited. For the purposes of this section, "smoking" shall include cigarettes, cigars, pipes and any other form of smoking

Resolution 12 Year 2021

| Date: | June 24, 2021  |                    |   |
|-------|--|--------------------|---|
| From: | The Kent Planning Board  |                    |   |
| To:   | The Kent Town Board:<br>Maureen Fleming, Supervisor<br>Paul Denbaum<br>Chris Ruthven                               | • w/Att            | Bill Huestis, Deputy Supervisor<br>Jamie McGlasson  |
| CC:   | W. Walters, Building Inspector<br>L. Cappelli, Town Clerk  | - w/Att<br>- w/Att | T. Harrison – w/Att.<br>Finance Department – w/Att. |
| Re:   | Recommendation to Forward an E<br>Jacqueline Benitez<br>12 Barrett Hill Road<br>Carmel, NY 10512<br>TM: 33.24-1-64 | rosion Control Bor | nd Agreement to the Town Board for:                 |

Resolved: On May 13, 2021 the Kent Planning Board reviewed material pertaining to the recommendation noted above (attached) for construction of an in-ground pool and agreed that it was appropriate to forward it to the Town Board for their action.

Mr. Tolmach asked for a motion to waive the requirements of 66-6(d) (erosion control law) of the Town Code; accept the bond estimate of \$1,200.00 and a final inspection fee of \$1,000.00 and to refer it to the Kent Town Board when the bond and agreement is submitted to the Planning Board, waive the public hearing and allow this to be handled administratively. The motion was made by Mr. Carey and seconded by Mr. Gattucci. Following were the roll call votes.

| Mr. Tolmach        | Aye    |
|--------------------|--------|
| Dennis Lowes       | Aye    |
| Simon Carey        | Aye    |
| Giancarlo Gattucci | Aye    |
| Hugo German        | Aye    |
| Charles Sisto      | Absent |
| Stephen Wilhelm    | Aye    |

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they approve these recommendations.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on May 13, 2021.

'era 1

Dated: 6/24/21

Vera Patterson Planning Board Secretary

#### **Tamara Harrison**

| From:        | Planning Kent   |
|--------------|---|
| Sent:        | Monday, June 21, 2021 12:46 PM                        |
| То:          | Maureen Fleming                                       |
| Cc:          | Accountant; Lana Cappelli; Tamara Harrison            |
| Subject:     | Othmer Bond & Escrow release - Resolution #9 KPB 2021 |
| Attachments: | Othmer Bond return_Resolution 9 2021.pdf              |

Please find attached supporting documentation from the Planning Board for the above mentioned bond return, which was discussed at the meeting on June 10, 2021.

The amount to be released is:

\$8,930.00 - Surety Bond from The Service Insurance Company, Inc., 80 Main St. - Suite 330, West Orange, NJ 07052 for the erosion control bond

\$ 678.38 - Escrow remaining

The check should be mailed to:

Alexander Othmer 1087 North Horsepound Road Kent, NY 10512

The Planning Board would appreciate it very much if this matter could be placed on the next Town Board agenda.

Thanks very much.

Vera Patterson Town of Kent Planning Board Secretary 25 Sybil's Crossing Kent, NY 10512 planningkent@townofkentny.gov 845-225-7802 (T) 845-306-5283 (F)

DESOLUTION 40

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|       |  |                    | <u>Year 2021</u>                                    |
|-------|--|--------------------|---|
| Date: | June 10, 2021  |                    |   |
| From: | The Kent Planning Board  |                    |   |
| To:   | The Kent Town Board:<br>Maureen Fleming, Supervisor<br>Bill Huestis, Deputy Supervisor<br>Paul Denbaum<br>Jaimie McGlasson<br>Chris Ruthven  | - w/Att            |   |
| CC:   | W. Walters, Building Inspector<br>L. Cappelli, Town Clerk  | - w/Att<br>- w/Att | T. Harrison – w/Att.<br>Finance Department – w/Att. |
| Re:   | Recommendation to release Oth<br>and escrow fees to:<br>Alexander Othmer<br>1087 North Horsepound Road<br>Kent, NY 10512<br>For Property located at:<br>189 Churchill Road<br>TM: 121-28 | ımer Surety B      | ond   |

Resolved: On June 10, 2021 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action. Mr. John Andrews and Mr. Barber inspected the above mentioned property and found it to be stabilized as noted in the attached memo.

Mr. Tolmach asked for a motion to forward this recommendation to the Kent Town Board to take the above action. The motion was made by Stephen Wilhelm and seconded by Simon Carey. The roll call vote was as follows:

| Phil Tolmach, Chairman      | Aye    |
|-----------------------------|--------|
| Dennis Lowes, Vice Chairman | Aye    |
| Simon Carey                 | Aye    |
| Giancarlo Gattucci          | Aye    |
| Hugo German                 | Aye    |
| Charles Sisto               | Absent |
| Stephen Wilhelm             | Aye    |

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they accept the recommendation of the Planning Board to release any funds remaining in the escrow account after all fees have been paid to consultants and a surety bond (#9357N) in the amount of \$8,930.00 to:

The Service Insurance Company Inc. 80 Main Street – Suite 330 West Orange, New Jersey 07052

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on June 10, 2021.

Dated: June 10, 2021

Ver Petters

Vera Patterson Planning Board Secretary

#### **Tamara Harrison**

| From:        | Planning Kent   |
|--------------|---|
| Sent:        | Monday, June 21, 2021 12:37 PM                                  |
| То:          | Maureen Fleming   |
| Cc:          | Accountant; Lana Cappelli; Tamara Harrison                      |
| Subject:     | Fw: Goldfine/Rynn Bond & Escrow return - KPB Resolution 10 2021 |
| Attachments: | Goldfine Rynn Bond Return Resolution 10 2021.pdf                |

sorry, forgot the attachment.

Vera Patterson Town of Kent Planning Board Secretary 25 Sybil's Crossing Kent, NY 10512 planningkent@townofkentny.gov 845-225-7802 (T) 845-306-5283 (F)

From: Planning Kent <planningkent@townofkentny.gov>
Sent: Monday, June 21, 2021 12:35 PM
To: Maureen Fleming <mfleming@townofkentny.gov>
Cc: Lana Cappelli <lcappelli@townofkentny.gov>; Accountant <accountant@townofkentny.gov>; Lana Cappelli
<lcappelli@townofkentny.gov>
Subject: Goldfine/Rynn Bond & Escrow return - KPB Resolution 10 2021

Please find attached supporting documentation from the Planning Board for the above mentioned bond return, which was discussed at the meeting on June 10, 2021.

The amount to be returned is:

\$5,000.00 - for the erosion control funds remaining in the account \$ 259.45 - Escrow remaining

The checks should be mailed to:

Eric Goldfine P. O. Box 262 Mahopac Falls, NY 10542

The Planning Board would appreciate it very much if this matter could be placed on the next Town Board agenda.

Thanks very much.

|       |   |                  | RESOLUTION #10                                      |
|-------|---|------------------|---|
|       |   |                  | <u>Year 2021</u>                                    |
| Date: | June 10, 2021   |                  |   |
| From: | The Kent Planning Board   |                  |   |
| To:   | The Kent Town Board:<br>Maureen Fleming, Supervisor<br>Bill Huestis, Deputy Supervisor<br>Paul Denbaum<br>Jaimie McGlasson<br>Chris Ruthven                     | - w/Att          |   |
| CC:   | W. Walters, Building Inspector<br>L. Cappelli, Town Clerk   | • w/Att<br>w/Att | T. Harrison – w/Att.<br>Finance Department – w/Att. |
| Re:   | Recommendation to return r<br>Michael Rynn<br>P. O. Box 262<br>Mahopac Falls, NY 10542<br>For Property located on:<br>Daffodil Lane, Kent, NY<br>TM: 11.12-1-21 | emaining Er      | osion Control funds to:                             |

Resolved: On June 10, 2021 the Kent Planning Board reviewed material pertaining to the recommendation noted above and agreed that it was appropriate to forward it to the Town Board for their action. Mr. John Andrews and Mr. Barber inspected the above mentioned property and found it to be stabilized as noted in the attached memo.

Mr. Tolmach asked for a motion to forward this recommendation to the Kent Town Board to take the above action. The motion was made by Simon Carey and seconded by Stephen Wilhelm. The roll call vote was as follows:

| Phil Tolmach, Chairman      | Ауе    |
|-----------------------------|--------|
| Dennis Lowes, Vice Chairman | Aye    |
| Simon Carey                 | Aye    |
| Giancarlo Gattucci          | Aye    |
| Hugo German                 | Aye    |
| Charles Sisto               | Absent |
| Stephen Wilhelm             | Aye    |

The motion carried.

The Planning Board respectfully asks that, if the Town Board is in agreement, they accept the recommendation of the Planning Board to release any funds remaining in the escrow account after all fees have been paid to consultants and the funds remaining in the Erosion Control Bond in the amount of \$5,000.00. \$12,401.00 was returned in September of 2020.

I, Vera Patterson, Planning Board Secretary of the town of Kent, County of Putnam, State of New York, do hereby certify that the foregoing is a true excerpt from the minutes of a meeting of the Planning Board of the Town of Kent held on June 10, 2021.

Dated: June 10, 2021

Vera Pata

Vera Patterson Planning Board Secretary



# **MUNICIPAL REPAIRS**

Nicholas Mancuso, Service Manager 62 Ludington Court Kent Lakes, NY 10512 (845) 225-6612 municipalrepairs@townofkentny.gov

Memo

Date: June 23, 2021

Subject: Parks 8

Supervisor Maureen Fleming and the Kent Town Board,

After thorough review of Parks Department truck # 8 1988 Dodge pick up VIN# 1B7FE16XXK5025078 the floor pan has totally rotted and in my evaluation the truck has reached the end of its service life. The truck is extremely rotted making the truck unsafe to drive and not passing New York State Inspection in its current condition. My recommendation is to send the truck to auction or scrap which ever gets the Town the best value. Look forward to your response.

Please feel free to contact me if you have questions regarding this matter. Thank you,

icholas Mancuso ice Manager own of Kent

3d



April 19, 2021

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

RE: Town of Kent Construction of "Lean-To" and Restoration of Existing 1968 Highway Building Facility

Dear Ms. Fleming and Members of the Board:

Our office is in receipt of the bid submitted by Metal Building Restoration, Inc. for the above noted project. The proposal submitted by Metal Building Restoration, Inc. was the lowest bid price received based on the submitted bid documents, with a total of \$3,209,680.25.

The references provided were contacted and the responses received noted acceptable performance based on recently completed work.

After reviewing the bid package and contacting contractor listed references, we find their bid package to be acceptable, and recommend they be awarded the contract. For reference, the general scope of work in this contract includes the following items:

- Repair of replacement of existing columns for 1968 Highway Building.
- Installation of new exterior walls for 1968 Highway Building.
- Installation of new roof over existing roof of 1968 Highway Building.
- Construction of new "Lean-To" building.

If you have any questions or comments regarding this information, please feel free to contact our office.

Very truly yours,

INSITE ENGINEERING, SURVEYING & LANDSCAPE ARCHITECTURE, P.C.

By:

John M. Watson, PE Seniør Principal Engineer

JMW/ems/amk

cc: Richard Othmer (email only) Lana Cappelli (email only) Insite File No. 21103.100

> 3 Garrett Place, Carmel, New York 10512 (845) 225-9690 Fax (845) 225-9717 www.insite-eng.com

Z:\E\21103100 62 Ludington Ct\Correspondence\2021\041421ktb.docx



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

June 24, 2021

#### REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

| SITE NUMBER | SITE NAME              | PROJECT NUM.      | CUSTOMER*                   |  |  |  |  |
|-------------|------------------------|-------------------|-----------------------------|--|--|--|--|
| 207989      | Kent Garage            | 13652885          | VERIZON WIRELESS            |  |  |  |  |
|             | SITE ADDRESS           | GROUN             | GROUND AGREEMENT            |  |  |  |  |
| Sm          | okey Hollow Court      | Wireless Communic | ations Site Lease Agreement |  |  |  |  |
| Carmel H    | lamlet, New York 10512 | dated             | dated October 4, 2012       |  |  |  |  |

\* any reference to VERIZON WIRELESS includes one or more of its related entities

Dear Landlord:

We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your approval of a proposed equipment installation by VERIZON WIRELESS, at this site. VERIZON WIRELESS is an existing user of the tower at this site, however pursuant the ground agreement we are required to obtain your approval before we allow them to install their equipment. Included for your convenience are the Construction Drawings.

As wireless technology and coverage demands continue to change, providers routinely replace and upgrade equipment. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The modification of VERIZON WIRELESS's equipment will not change the overall height of the tower.

If you could please approve of this proposed equipment modification by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it.

American Tower values our relationship with you so if there are any questions, please do not hesitate to contact me directly.

Thank you for your time.

<sup>10</sup> Presidential Way • Woburn, MA 01801 • 781.926.4500 Office • 781.926.4545 Fax • www.americantower.com

Sincerely,

ann Min

Amar Alhakim Lease Consultant, MD7 E: aalhakim@md7.com | P: 858.754.2153

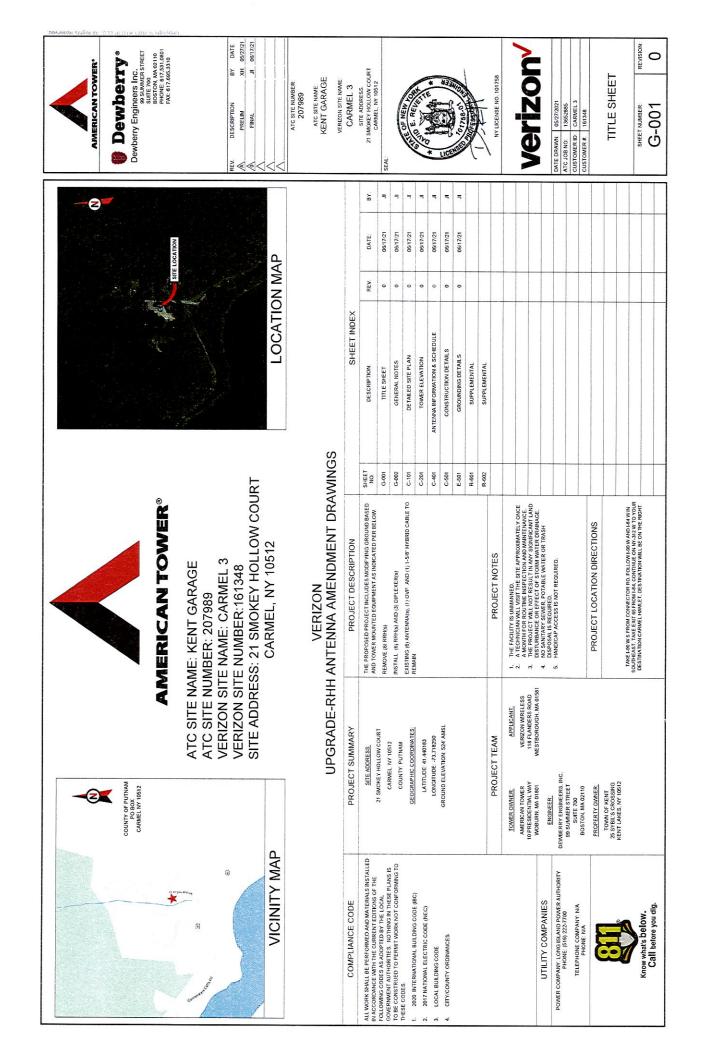
#### Approval

I approve of the proposed modification of equipment by VERIZON WIRELESS at the site referenced above.

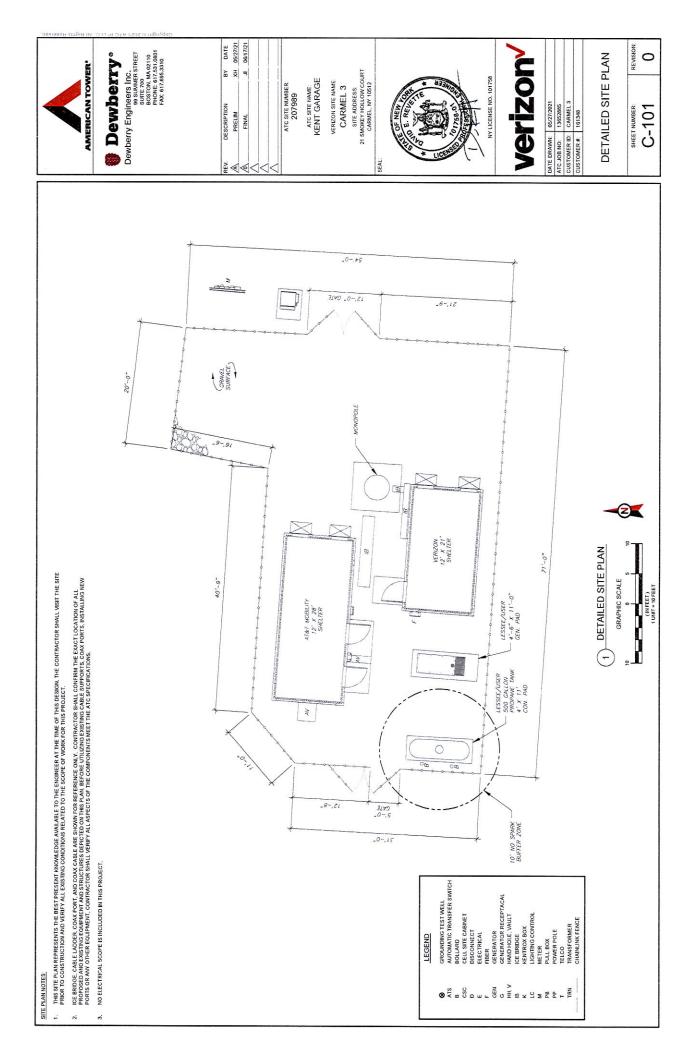
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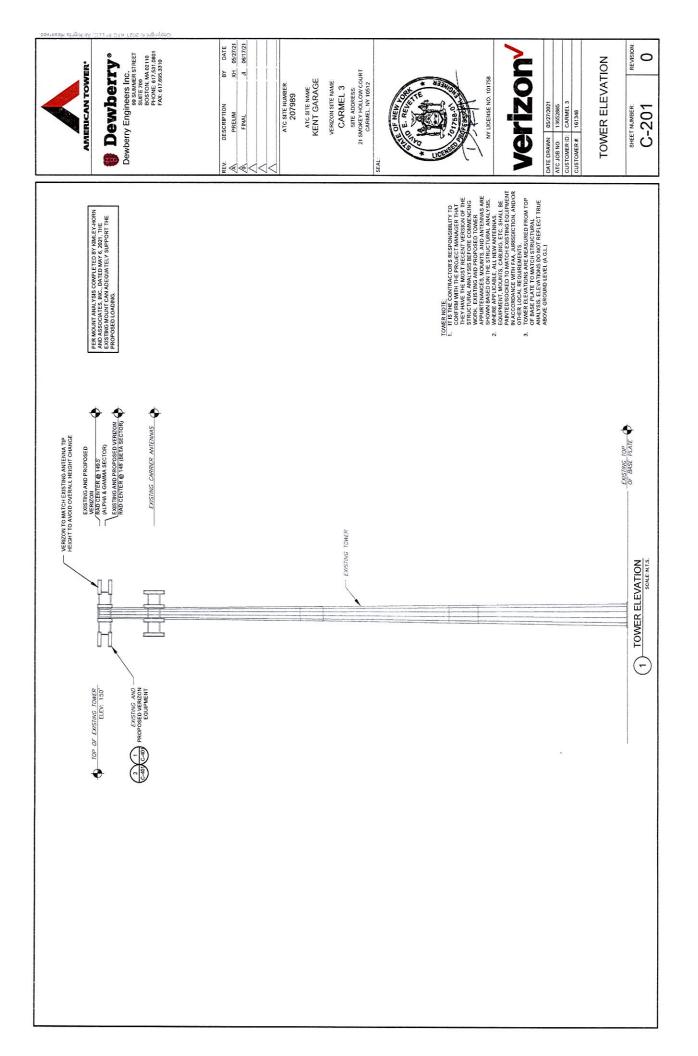
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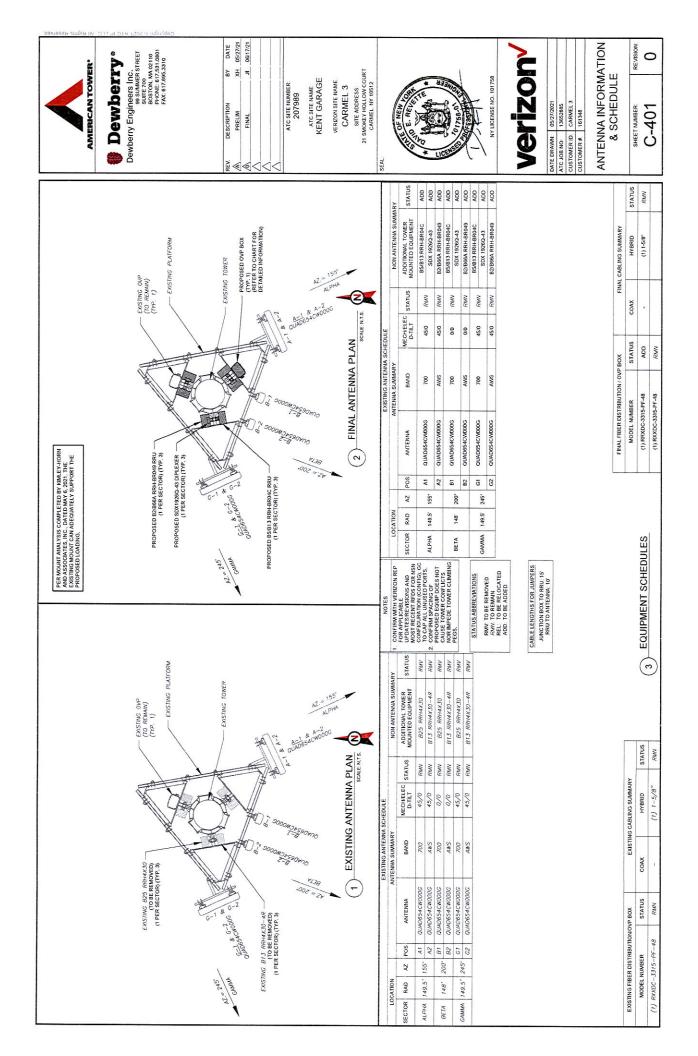
REQUEST FOR APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT Kent Garage/ 207989 ATC Project 13652885 VERIZON WIRELESS collocation

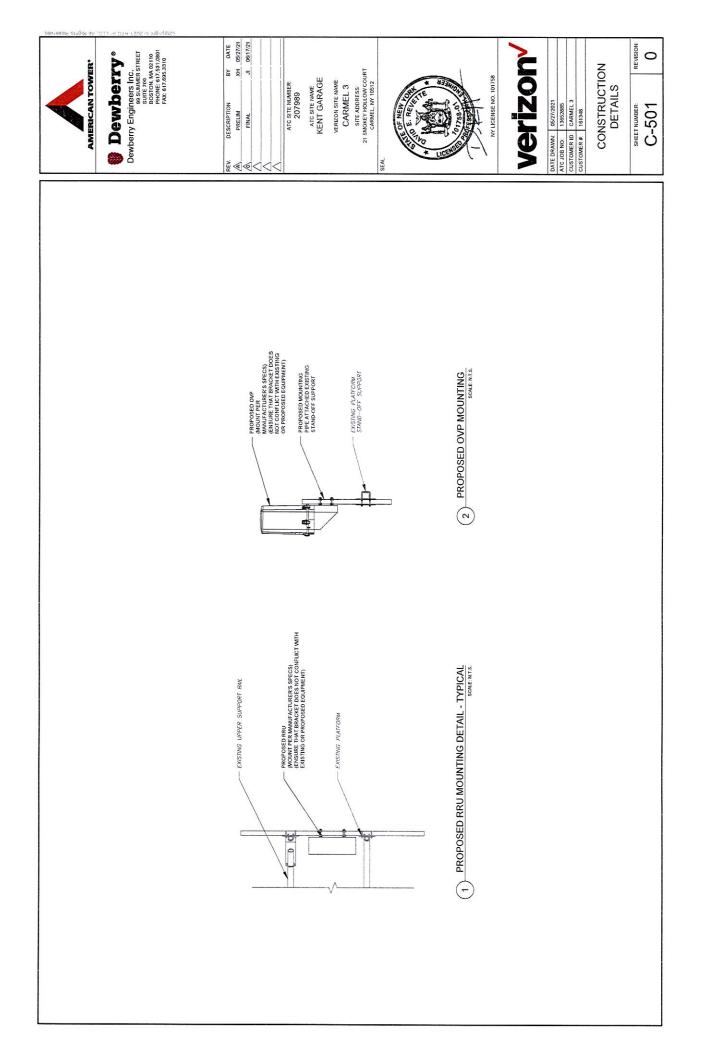


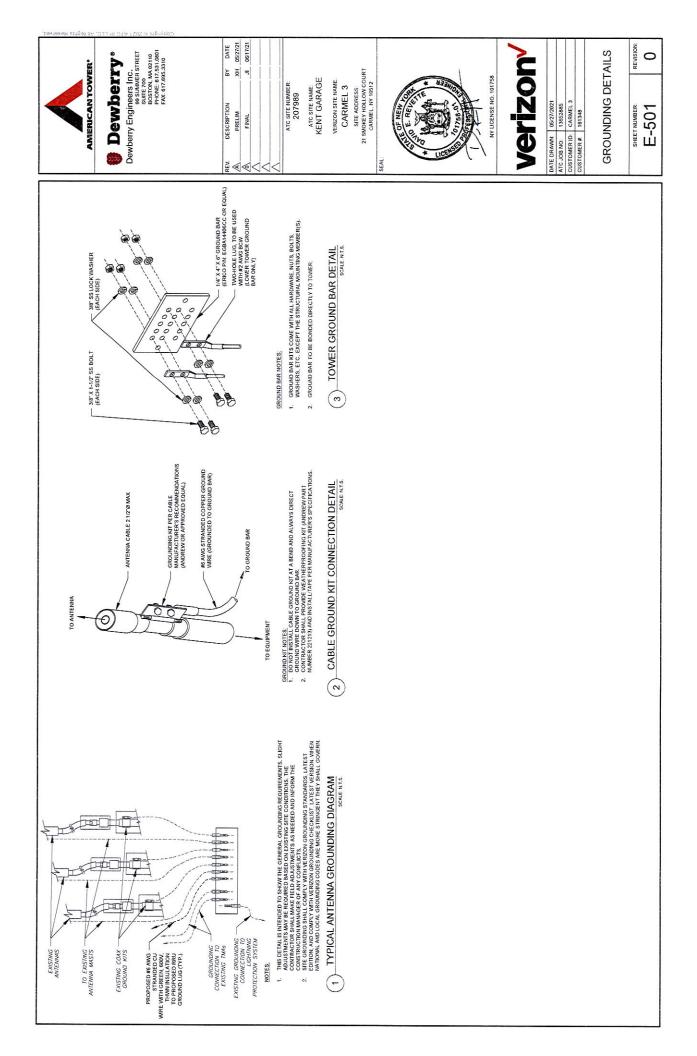
|   | AMERICAN TOWER*  | Bewberry*   | Dewberry Engineers Inc.<br>Sextemmentaries and a sumer strater and a sumer and a   |  |   | REV. DESCRIPTION BY DATE<br>PRELIM XH 05/2721<br>RHAL JI 06/1721  | ATC SITE NUMBER<br>207989  | ATC SITE NAME.<br>KENT GARAGE  | VERZON STE NAME<br>CARMEL 3<br>21 SMOREY HOLLOW COURT<br>21 SMOREY HOLLOW COURT   | CARMEL IN 10512<br>SEAL:<br>THE OF NEW OF  |  | E Contraction   | 112   | NY LICENSE NO. 101758   |   | Verizon  | DATE DRAWN: 05/27/2021<br>ATC JOB NO: 1352285  | CUSTOMER ID: CARMEL 3<br>CUSTOMER #: 161348  | GENERAL NOTES  | SHEET NUMBER: REVISION:   |  |
|---|--|---|--|--|---|---|--|--|---|--|--|---|---|---|---|--|--|--|--|---|--|
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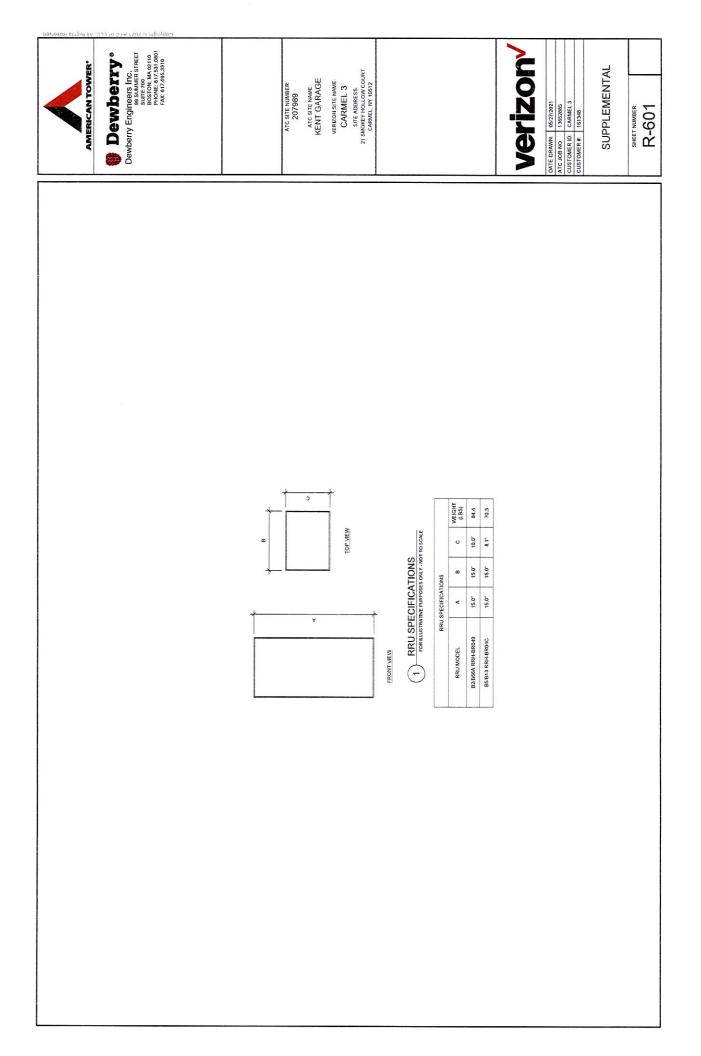


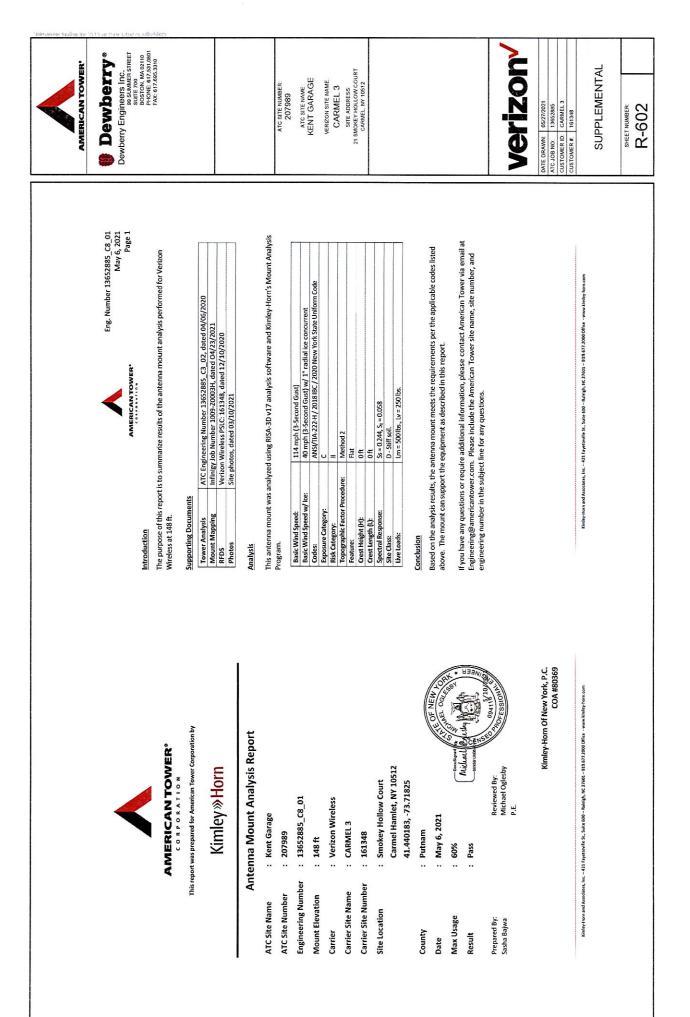














July 1, 2021

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

#### REQUEST FOR CONSENT TO SUBLEASE\* AND APPROVAL OF PROPOSED INSTALLATION OF EQUIPMENT

| SITE NUMBER | SITE NAME              | PROJECT NUM. | CUSTOMER**                          |
|-------------|------------------------|--------------|-------------------------------------|
| 208041      | Kent Town Hall         | OAA766212    | AT&T MOBILITY                       |
|             | SITE ADDRESS           |              | GROUND AGREEMENT                    |
|             | 16 Sybils Crossing     | Wireless     | Communications Site Lease Agreement |
| Carmel      | Hamlet, New York 10512 |              | dated October 4, 2012               |

\* the transaction contemplated may be a sublease, sub-sublease, license, or other form of conveyance whereby AT&T MOBILITY is entering into an agreement to use this site.

\*\* any reference to AT&T MOBILITY includes one or more of its related entities.

#### Dear Landlord:

We, MD7, are assisting American Tower in the management of this site, including requesting consent from landlords on behalf of American Tower when such consent is required. We are writing to request your consent to a proposed sublease to AT&T MOBILITY at this site. Since AT&T MOBILITY will be a new customer at the site, we are required to get your written consent to this sublease per the ground agreement. We are also requesting your approval of the proposed equipment installation by AT&T MOBILITY, at this site. Included for your convenience are the Construction Drawings.

As wireless coverage demands continue to change, providers routinely expand their networks by placing equipment on new towers. Below are a few answers to frequently asked questions we receive from landlords on this type of project:

- All work will take place within the existing compound and on the existing tower.
- The overall appearance of the tower will remain similar.
- The addition of AT&T MOBILITY's equipment at a different height than existing carrier(s)' equipment will not change the overall height of the tower.
- The obligations and responsibilities of American Tower under the ground agreement are still in full force and effect.

If you could please consent to this sublease by signing this letter below and returning it to my attention, either by mail or email, I would appreciate it. Please note that pursuant to the ground agreement you are required to respond to this request within a prescribed period of time. As such if we do not hear from you within thirty (30) calendar days following your receipt of this letter we will consider your non-response as approval to this request. American Tower values our relationship with you so if there are any questions please do not hesitate to contact me directly.

Thank you for your time.

Sincerely,

and this

Amar Alhakim Lease Consultant, MD7 E: aalhakim@md7.com | P: 858.754.2153

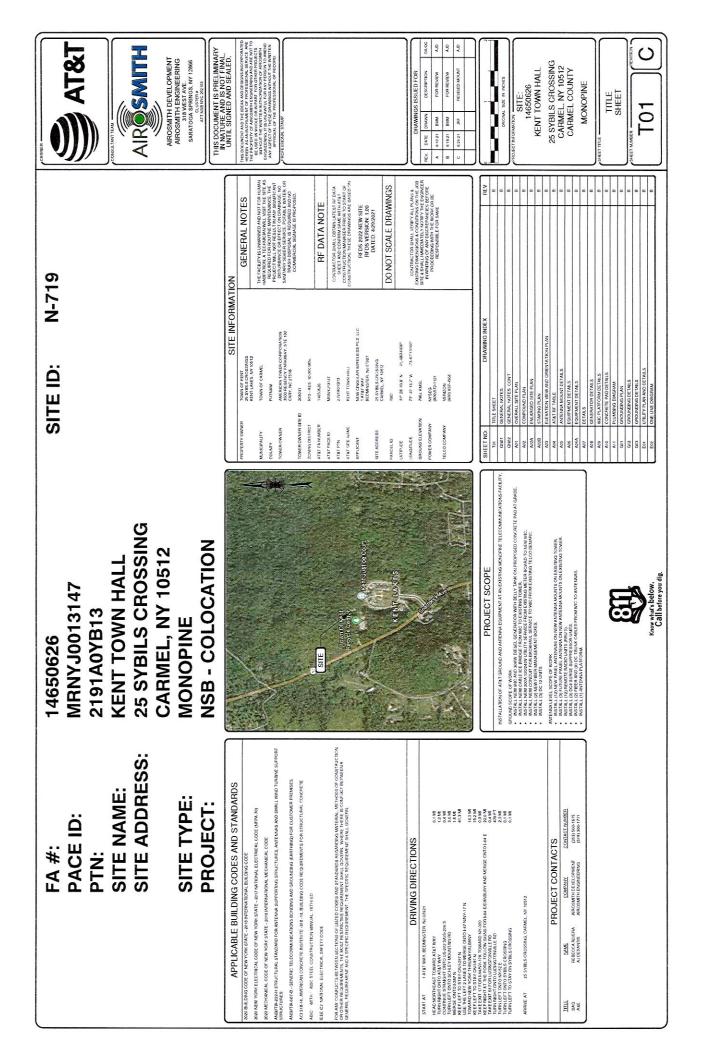
#### Consent

I consent to the proposed sublease\* to AT&T MOBILITY and approve of the proposed installation of equipment at the site referenced above.

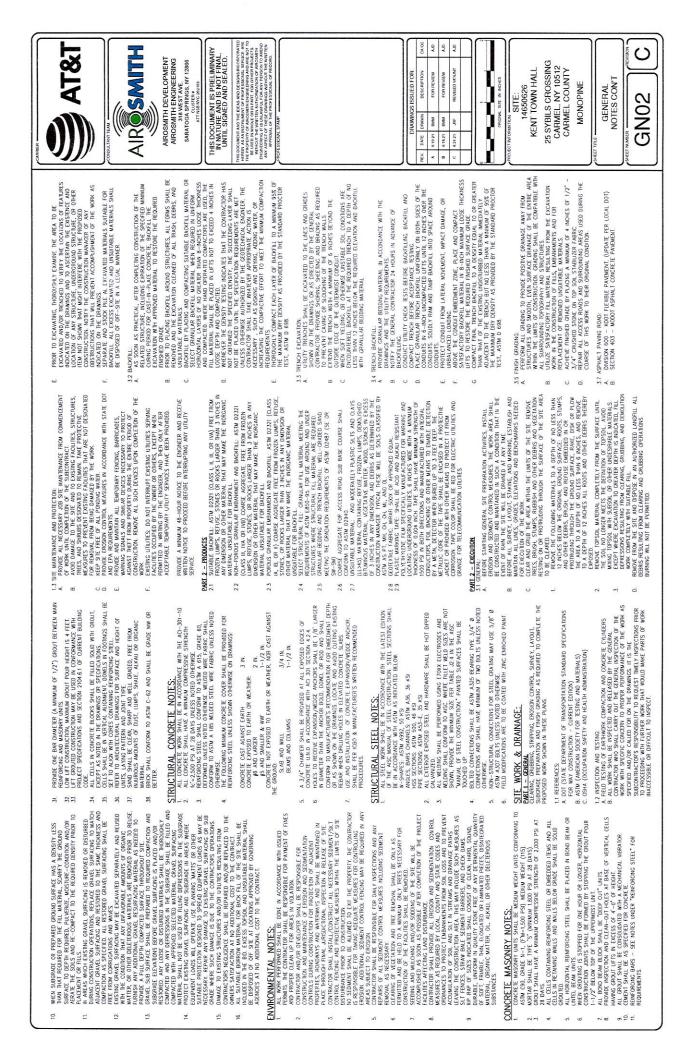
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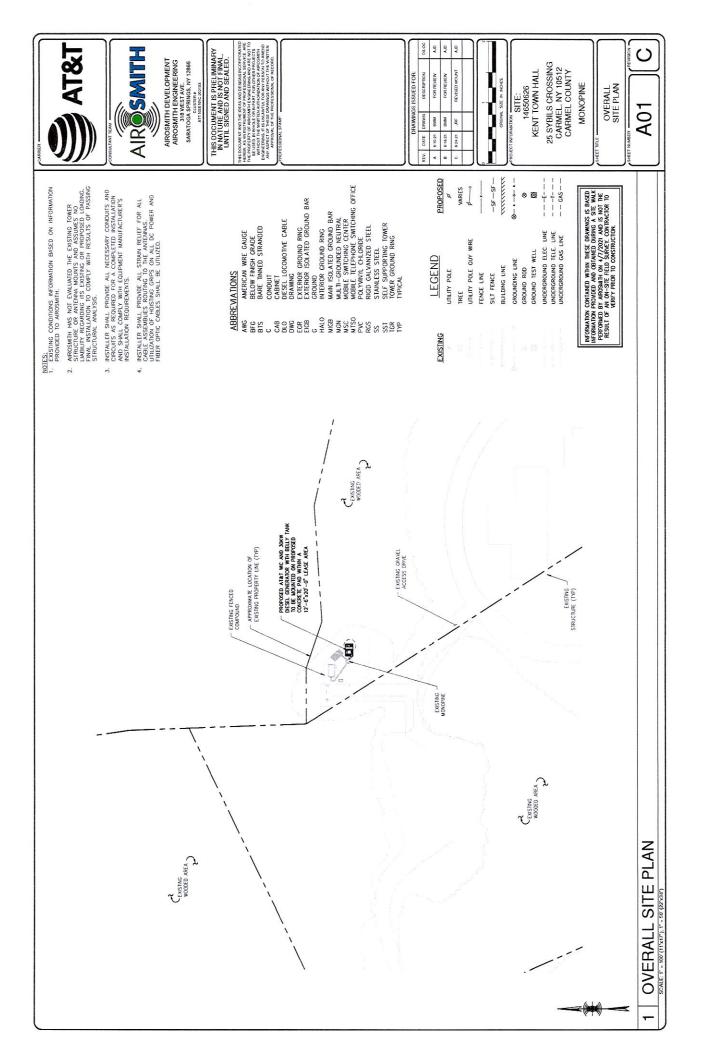
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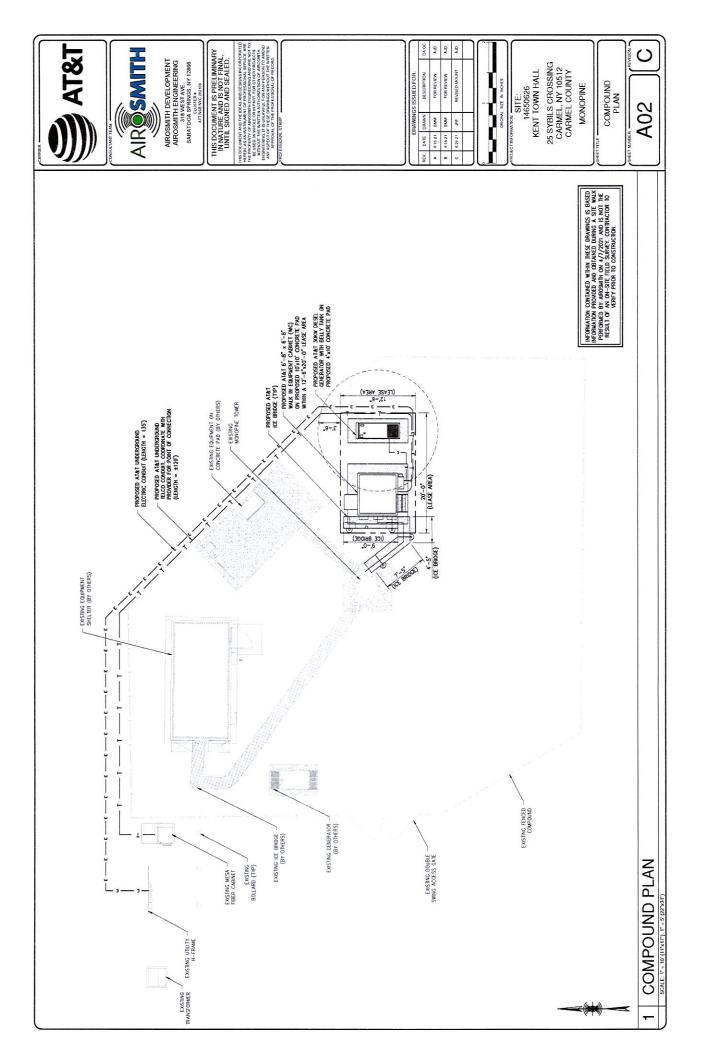
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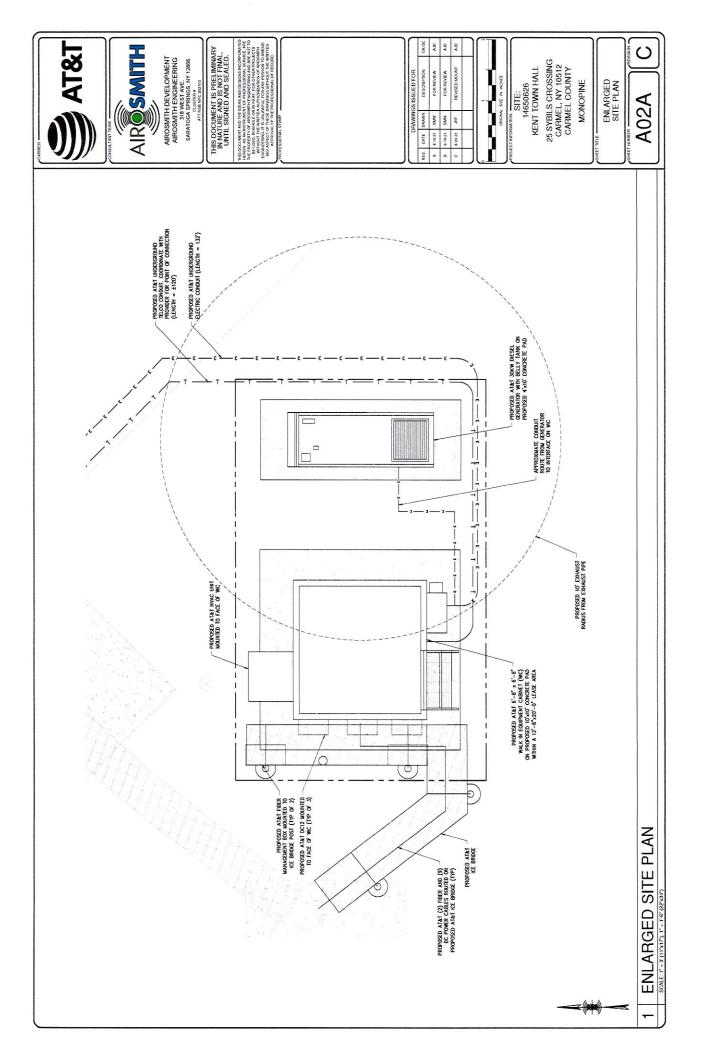


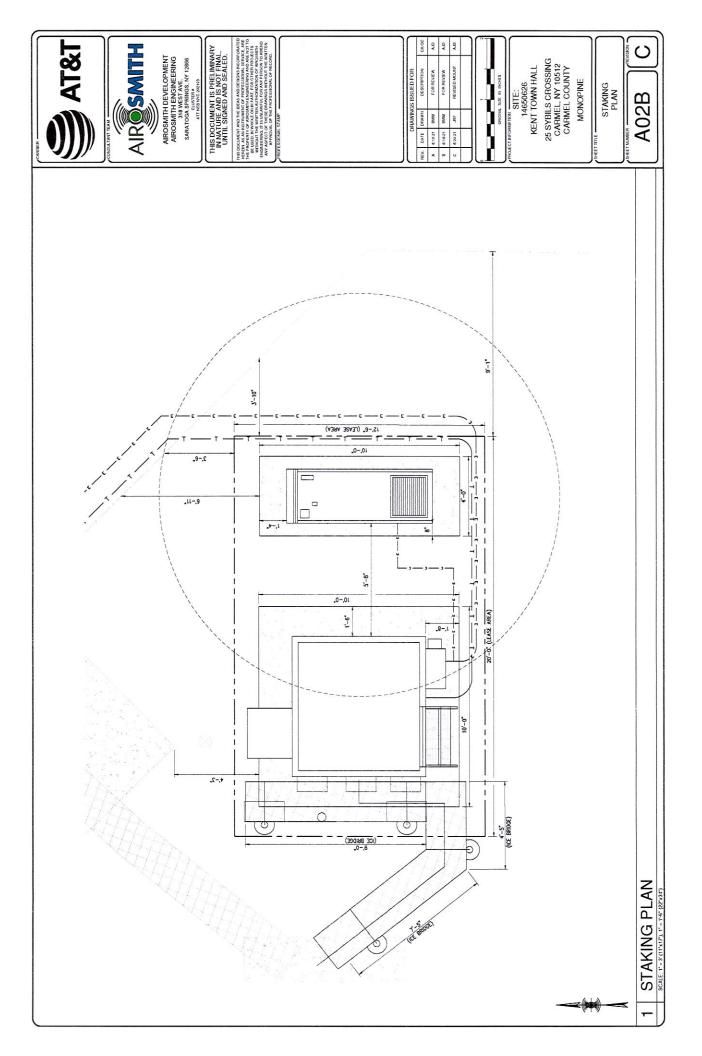
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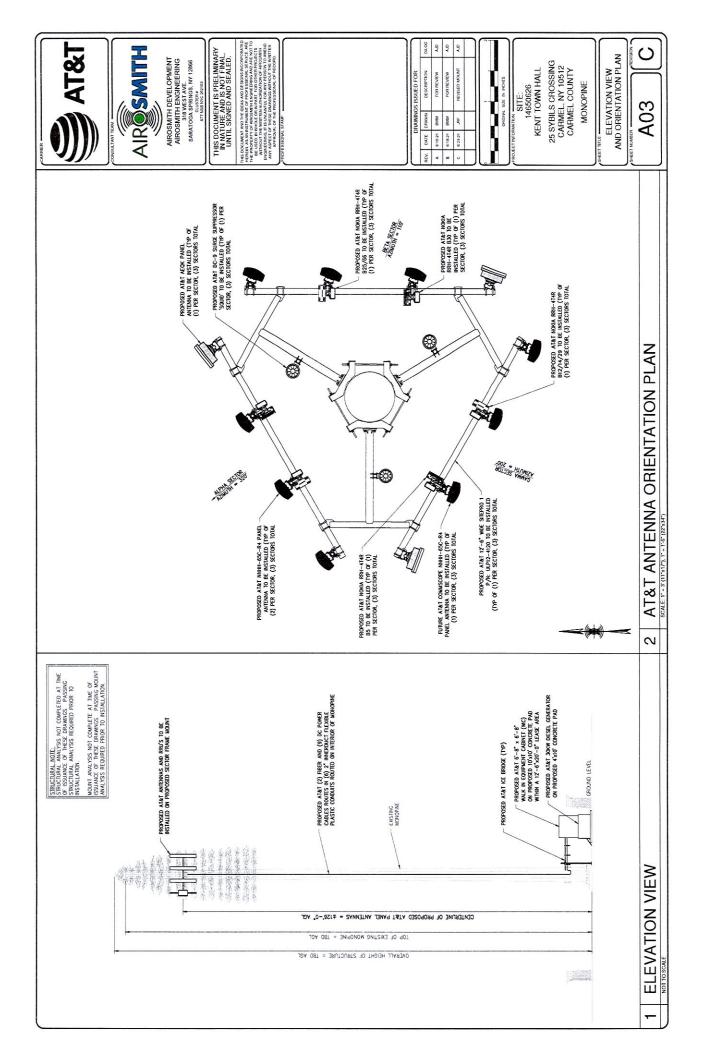












| CONSULTANTEAN                            |                     |                                      | AIROSMITH DEVE   | AIROSMITH ENGINEERING<br>318 WARTAVE<br>SARATOSA SPRINGS, WY 12865<br>ATTOGAS SPRINGS, WY 12865 | S S S                      | THS DOCUMENT AND THE IDEAS AND<br>HEREN AS AN INSTRUMENT OF PRO | THE PROCEPTION FROM THE ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>INTERCONT THE WATCH ADVISOR OF ADVISOR OF ADVISOR<br>MITALOG ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR OF ADVISOR OF ADVISOR<br>TO ADVISOR<br>TO ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR<br>TO ADVISOR<br>TO ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR<br>TO ADVISOR OF ADVISOR<br>TO ADVISOR<br>TO ADVISOR OF ADVISOR<br>TO ADVISO | ANY ASPECT OF THESE DIMMINGS<br>APPROVINCE OF THE PROFESS<br>- DEPERTISANI STATE   |              |                            |                           |                |                           | RAWINGS IS                | A         6 to 21         B UMA         F CAR REVERY           B         6 tria 21         B MMA         F CAR REVERY |        |   | PROACT INFORMATION AT IN A DECIMAL AT IN A DECIMAL AND INTERNAL AND A DECIMAL AND A DECIMAL AND A DECIMAL AND  | AFET THE AT RETAR |
|--|---------------------|--------------------------------------|--|---|----------------------------|---|--|--|--------------|----------------------------|---------------------------|----------------|---------------------------|---------------------------|---|--------|---|--|-------------------|
|  | CABLE               |                                      | ±150'<br>±150'   | 1   | 1                          | 1   | 1  | ±150'  | ±150'        | 1                          | 1                         | 1              | ±150                      | 1                         | 1   | 1      | 1   |  |                   |
|  | CABLE               |                                      | (3) DC POWER<br>(1) FIBER                                | 1   | 1                          | 1   | 1  | (3) DC POWER   | (I) FIBER    | 1                          | ł                         | 1              | (3) DC POWER              | 1                         | I   | SHARED | SHARED  |  |                   |
|  | TMA/DIPLEXER        |                                      | 1 1  | 1   | 1                          | 1   | 1  | ;  | ł            | Î                          | 1                         | 1              | 1                         | 1                         | I   | 1      | ł   |  |                   |
| ODEL NUMBERS                             | RRU                 |                                      | (1) RRH-B12/14/29 AHLBBA (P),<br>(1) RRH-B25/66 AHFB (P) | (1) R8H-B5 AHCA (P).<br>(1) R8H-B30 AHNA (P).   | 1                          |   | 1  | (1) Rest-B12/14/28 AVEBA (P)<br>(1) Rest-B2 AVEA (P)<br>(2) Rest-B2 AVEA (P)<br>(3) Rest-B2 AVEA (P)<br>(4) Rest-B2 AVEA (P)<br>(5) Rest-B2 AVEA (P)<br>(6) Rest-B2 AVEA (P)<br>(7) Rest-B2 AV |              |                            |                           |                |                           |                           |   |        |   |  |                   |
| RADIO MO                                 | AZIMUTH             |                                      | 320' (1  | 320   | 320.                       |   | 320  |  | .011         | .0                         | 110.                      | .011           | 200' (1                   | 500.                      | 500.  |        | 200   |  |                   |
| NNA AND                                  | ANTENNA<br>G HEICHT |                                      | 126'   | 126   | 126'                       |   | 126  |  | 126'         | 126'                       | 126'                      | 126            | 126                       | 126                       | 126   |        | 126'  |  |                   |
| PROPOSED ANTENNA AND RADIO MODEL NUMBERS | ANTENNA             | ANTENNA<br>(I) COMMSCOPE HIMH-65C-R4 |  | (1) COMMSCOPE HNHH-65C-R4   | (1) COMMSCOPE HINHH-65C-R4 | (1) NOKIA AEOK  |  | (1) COMMSCOPE HUBH-65C-R4  |              | (1) COMMISCOPE NNEH-65C-R4 | (1) COMMSCOPE NNHH-65C-R4 | (1) NOKIA AEOK | (1) COMMSCOPE NNHH-65C-R4 | (1) COMMSCOPE NNHH-65C-R4 | (1) COMMSCOPE NNHH-65C-R4   |        | (1) NOKIA AEOK  | c. +10)  |                   |
|  | BAND                |                                      | LTE<br>700/1900/AWS                                      | LTE WCS/5G 850  | LTE WCS/5G 850             |   | LIE 700/WCS  |  | 700/1900/AWS | LTE WCS/5G 850             | LIE WCS/56 850            | CBAND          | LTE<br>200/1900/AWS       | LIE WCS/5G 850            | LIE WCS/5G 850  |        | CBAND   | CABE LENCH INCLUDES<br>CABE LENCH INCLUDES<br>• VERTICAL RUN ON TOWE (GRADE TO Q.)<br>• HERIZORIAL ICE BIOGE LENCH<br>• VERTICAL RUN MSIGE (GRADE TO CELING, +10')<br>• VERTICAL RUN MSIGE (GRADE TO CELING, +10')<br>• VERTICAL RUN MSIGE (GRADE TO CELING, +10')<br>• VERTICAL RUN MSIGE (GRADE TO CELING, +10') |                   |
|  | EXISTING/           | The vere                             | PROPOSED   | PROPOSED  | FUTURE                     |   | PROPOSED   |  | PROPOSED     | PROPOSED                   | FUTRE                     | PROPOSED       | PROPOSED                  | PROPOSED                  | RUTURE  |        | PROPOSED  | CARLE LENGTH INCLUDES:<br>VERTICAL RAN ON TOKE (REARE 1)<br>HORIZONTAL ICE BIODIC LENGTH<br>VERTICAL RIN MISIE WIC (REARE 1)<br>NO ADDITIONAL BUFFER HAS BEN ADDED   |                   |
|  | SECTOR              |                                      |  | ALPHA   |                            |   |  |  | BETA         |                            |                           |                |                           | GAMMA                     |   |        | CABLE LEN<br>VERTICA<br>VERTICA<br>VERTICA<br>VERTICA |  |                   |

## 1 AT&T RF TP SCALE NOT TO SCALE

